



Collaborative Service General Agreement

The Kent Police and Essex Police Joint Serious Crime Directorate

Collaborating Partners

Part I:

General Agreement

Part II:

Schedule A; Police Force Collaboration Agreement

**The Chief Constable of the Kent Police
The Chief Constable of the Essex Police**

Schedule B; Police Authority Collaboration Agreement

**Kent Police Authority
Essex Police Authority**

TABLE OF CONTENTS

PART I: GENERAL AGREEMENT

Section 1	Definitions
Section 2	The Legal Context
Section 3	Statement of Intent
Section 4	Additional Parties
Section 5	Commencement Date
Section 6	Establishment of the SCD
Section 7	Termination of the Agreements
Section 8	Audit and Inspection
Section 9	Review
Section 10	Amendment to Agreement
Section 11	Extent of Agreement
Section 12	Insurance and Liability
Section 13	Sharing of Costs, Savings and Income
Section 14	Freedom of Information Requests
Section 15	Information Management
Section 16	Legal Compliance
Section 17	Signatories

PART II: PFCA AND PACA

Schedule A **Police Force Collaboration Agreement**

Section A1	Terms
Section A2	The SCD
Section A3	Governance
Section A4	Strategic Collaboration Board
Section A5	SCD Management Board
Section A6	Direction and Control
Section A7	Staff
Section A8	Health and Safety
Section A9	Vetting
Section A10	Information Management
Section A11	Policies and Procedures
Section A12	Discipline
Section A13	Resolution of Disputes
Section A14	Support Services
Section A15	Budget
Section A16	Sharing of Costs, Savings and Income
Section A17	Procurement
Section A18	Tasking
Section A19	RIPA and Police Act 1997
Section A20	Intellectual Property Rights
Section A21	Assets and Liabilities
Section A22	Signatories to Schedule A

Schedule B

Police Authority Collaboration Agreement

Section B1	Terms
Section B2	Police Authority Governance
Section B3	Staff
Section B4	Budget
Section B5	Assets
Section B6	Health and Safety
Section B7	Premises
Section B8	Signatories to Schedule B

Appendices:

Appendix A	Terms of Reference for the SCD
Appendix B	Finance Protocol
Appendix C	Governance Structure
Appendix D	Terms of Reference of the Strategic Collaboration Board
Appendix E	Terms of reference SCD Management Board
Appendix F	Terms of Reference of JSC

PART I: GENERAL AGREEMENT

SECTION 1: DEFINITIONS

In this General Agreement and Schedules A and B the terms below have the following meanings:

- 1.1 **Chief Constables** – The Chief Constables of Kent and Essex Police Forces.
- 1.2 **Authorities** – Kent and Essex Police Authorities.
- 1.3 **SCD** – Serious Crime Directorate
- 1.4 **Head of Service** – Assistant Chief Constable (Kent Police)
- 1.5 **Head of Operations** – Detective Chief Superintendent (Essex Police)
- 1.6 **Strategic Collaboration Board (SCB)** – The senior management board established to oversee the operational governance and monitor the service delivery of all Kent/Essex collaboration partnerships.
- 1.7 **Serious Crime Directorate Management Board (SCDMB)** – Senior Joint Forum established to jointly manage the SCD.
- 1.8 **Joint Statutory Committee (JSC)** – A committee set up pursuant to section 102(1)(b) of the Local Government Act 1972 to which governance responsibilities have been delegated pursuant to section 101 of the Local Government Act 1972.
- 1.9 **PFCA** – Police Force Collaboration Agreement
- 1.10 **PACA** – Police Authority Collaboration Agreement
- 1.11 **General Agreement** – The Document incorporating definitions, legal context, Statement of Intent and General Terms.
- 1.12 **Statement of Intent** – The intention of the parties in working together under the General Agreement.
- 1.13 **The Agreements** – The Collaborative Agreements set out in Parts I (General Agreement) and II Schedule A and Schedule B and the appendices referred to in them.
- 1.14 **The Parties** – The parties to the General Agreement and the Statement of Intent are the Authorities and Chief Constables. The parties to the Agreements are the Chief Constables (Schedule A) and the Authorities (Schedule B).
- 1.15 **The relevant Parties** – the parties to the Agreement or the General Agreement applicable in the section.

SECTION 2: THE LEGAL CONTEXT

- 2.1 Section 23 Police Act 1996 (as amended) ("The Act") enables the Chief Officers of two or more police forces to make an agreement about the discharge of functions by officers and staff of any of their forces in the interests of the efficiency or effectiveness ("Police Force Collaboration Agreement ("PFCA")). Functions comprise all and any of the powers and duties of police forces.
- 2.2 A chief officer may make an agreement only with the approval of the police authority responsible for maintaining the chief officer's force.
- 2.3 Section 23A of the Act enables two or more police authorities to make an agreement about the provision of support for any of those police authorities and/or for any of the police forces which they maintain (Police Authority Collaboration Agreement ("PACA")). "Support" includes the provision of premises, equipment, staff, services and facilities.
- 2.4 A police authority may make an agreement only if it thinks that the agreement is in the interests of the efficiency or effectiveness of one or more police authorities or police forces.
- 2.5 A police authority must consult with the chief officer of the police force maintained by the authority before making a PACA.
- 2.6 Where a PACA includes a provision about the discharge of functions by employees who are under the direction and control of a chief officer, the PACA may only be made with the approval of that chief officer.
- 2.7 It is recognised that in working jointly on a collaborative service it is likely that both the PFCA and PACA will be developed and completed in parallel to enable the collaboration to work effectively. This Agreement brings together the PACA and the PFCA. The PFCA and the PACA are independent of each other and as such may be varied or terminated without affecting the terms and effect of the other.
- 2.8 The terms of the Part I, the General Agreement, and Part II, the PFCA (Schedule A) and PACA (Schedule B), are to be read in conjunction with the legislation and the Statutory Guidance for Police Collaboration.
- 2.9 This General Agreement is structured to identify the purpose of the collaborative service, to agree to joint working, to identify common provisions, to identify the purpose of the collaborative service and include the PFCA and PACA referred to above.
- 2.10 In construing the PFCA and PACA, the terms applicable are those contained in the General Agreement, Schedule A and B and the appendices referred to in them.

SECTION 3: STATEMENT OF INTENT

- 3.1 The Chief Constables wish to collaborate in the provision of a shared Serious Crime Directorate (SCD). The objective is to provide a more effective and efficient response to the work of a SCD across both Forces' areas. The Terms of Reference for the SCD are set out in Appendix A.
- 3.2 The Chief Constables consider that their duty to tackle serious crime will be more efficiently and effectively discharged by the SCD. The benefits identified include all or a combination of the following;
- An improved service to the members of the public of Kent and Essex in respect of serious crime.
 - Greater resilience and flexibility in the use of highly skilled specialist staff.
 - Reduction in duplication of roles and resources and enhanced capability and capacity in serious crime, Major Crime, the management of covert human intelligence sources (CHIS), Covert Support, Forensics and Intelligence.
- 3.3 Part II, Schedule A is made with the approval of Kent and Essex Police Authorities (the Authorities) pursuant to s23 Police Act 1996, and in furtherance of their function under Article 4 of the Police Authorities (Particular Functions and Transitional Provisions) Order 2008 to secure co-operation with other police forces where that is in the interests of efficiency or effectiveness.
- 3.4 The Authorities wish to collaborate in the provision of services and facilities to support the SCD and to ensure compliance with their statutory duties in the interests of efficiency and effectiveness. The Agreement at Part II, Schedule B is entered into for this purpose.
- 3.5 The Chief Constables agree to work together in accordance with the terms set out in Part II, Schedule A.
- 3.6 The Authorities agree to work together in accordance with the terms set out in Part II, Schedule B.
- 3.7 The Chief Constables and the Authorities agree to comply with those terms in Part I, the General Agreement, and Part II, Schedules A and B, which jointly apply to all parties.
- 3.8 Where the Agreements do not deal with an issue pertinent to the conduct or management of the Service, it shall be agreed by the Parties.

SECTION 4 ADDITIONAL PARTIES

- 4.1 Further police force partners may be added to this Agreement with the agreement of the Chief Constables and with the approval of the Police Authorities.

- 4.2 Further Police Authorities may, subject to consultation with the Chief Constable, be added to this agreement with the Agreement of the Police Authorities.

SECTION 5: COMMENCEMENT DATE

- 5.1 The Agreements shall come into force on 1 September 2010 and shall continue in force until 31 March 2025, unless terminated or extended by variation under the provisions of the General Agreement or Schedules A or B.

SECTION 6: ESTABLISHMENT OF THE SCD

- 6.1 The SCD shall operate in accordance with the Terms of Reference set out in Appendix A and the terms of the Agreements. The Terms of Reference can be amended by agreement of the Chief Constables although the JSC shall be advised of any significant amendments.
- 6.2 The SCD shall be staffed by Officers and Staff from Kent and Essex Police Forces.
- 6.3 The SCD shall have an agreed establishment, to be filled by officers and/or staff from Kent and Essex in accordance with the specific circumstances of the Service. Any established post may be occupied by officers / staff from either Force as it becomes vacant thereafter. An increase in establishment shall require the agreement of the SCDMB.

SECTION 7: TERMINATION OF THE AGREEMENTS

- 7.1 Schedule A of this General Agreement may be terminated at any time by the agreement of the Chief Constables with the approval of their Police Authority.
- 7.2 Schedule B of this General Agreement may be terminated at any time by the agreement of the Police Authorities subject to consultation with the Chief Constables unless it involves staff or officers under his/her direction and control in which case it requires the Chief Constables' approval.
- 7.3 The General Agreement may be terminated by the joint agreement of the Chief Constables and the Authorities in accordance with the provisions of this Agreement.
- 7.4 The General Agreement, Schedule A and Schedule B may be terminated by any Chief Constable or Authority by giving 12 months written notice to all the other relevant Parties in writing, provided that:
- (i) No such notice shall be given without prior consultation with the other Parties.
 - (ii) No such notice shall be given so as to terminate the General Agreement prior to 30 September 2011.
 - (iii) The date specified in the notice must be the last day of a calendar month.
 - (iv) The notice is to be served on Police Authority Chief Executives and Chief Constables.

- 7.5 The termination of the General Agreement will have the effect of terminating the Schedules A and B. The termination or variation of Schedule A and/or B will not act as a termination of the General Agreement unless agreed by the parties.
- 7.6 Where any of the Parties agree to terminate the General Agreement, Schedule A or Schedule B under sections 7.1, 7.2 or 7.3 above, the date of termination and the exit strategy will be agreed by the Chief Constables and the Authorities.
- 7.7 Where the any of the Agreements are terminated by agreement each Authority will be liable to honour its share of any contractual obligations entered into as part of the Agreements and/or the operation of the Service.
- 7.8 Where the General Agreement, Schedule A or Schedule B is terminated under section 7.4 above, the Party terminating will be liable for all the costs and liabilities associated with the termination of the General Agreement including, but not limited to, costs arising from the application of employment law (but not including the establishment of any replacement service) and its share of any contractual obligations entered into as part of the Agreements and/or the operation of the Services.
- 7.9 The PFCA or PACA may be terminated by notice given by the Secretary of State in accordance with s23H of the Act.

SECTION 8: AUDIT AND INSPECTION

- 8.1 Without prejudice to the operational independence of the Chief Constables, and subject to the disclosure and security of information being managed on a 'need to know' basis:
- 8.1.1 An internal audit / inspection can be commissioned by any of the Parties subject to the approval of the Joint Statutory Committee and any findings will be shared, with the Chief Constables and the Authorities.
- 8.1.2 Records maintained by all Parties in respect of the Services will be accessible to internal audit from the other Parties.
- 8.1.3 The SCD may also be subject to external audit/inspection, for instance by HMIC. The Head of the Services will ensure that any findings are shared with the Parties and that appropriate action planning takes place.
- 8.1.4 Payment for the costs relating to internal audit shall be agreed by the Parties.

SECTION 9: REVIEW

- 9.1 The SCD, General Agreement, and Schedules A and B shall be reviewed by 1 February 2012 (the "initial review") and every two years thereafter, or earlier by agreement of the relevant Parties. The method and purpose of the review process is to ensure that the SCD is functioning effectively in line with the objectives set by the relevant Parties, providing value for money and a high quality service. This will include an assessment as to whether strategic objectives are being met; the perceived benefits are being realised; or whether there would appear to be a better way of providing the service.

- 9.2 Performance monitoring will be in place for the SCD and will be reviewed on a regular basis by SCDMB and SSSPB, with any exceptional issues being raised to the SSSPB and the JSC. A full review may also be commissioned if there are felt to be significant failings in command/the SCD provided or any incident or series of incidents arises which gives the relevant Parties cause for concern. Reviews may be commissioned by the Chief Constables, Directors of Finance, Head of Service, SCDMB, SCB or the JSC or following external review of the Service such as by HMIC.
- 9.3 Such reviews are without prejudice to any performance monitoring of the SCD that either Authority may wish to undertake from time to time either individually or by the JSC acting on their behalf.

SECTION 10: AMENDMENT TO AGREEMENT

- 10.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under s23G(4) of the Act, the terms of the General Agreement and Schedules A and B may be altered by agreement between the Parties to the Agreement. An amendment of one or more of the Agreements will require their termination and the creation of a new agreement (containing the amendments).
- 10.2 Where the General Agreement or Schedule A is amended, any amendments must be approved by the Authorities and Chief Constables.
- 10.3 Where the Agreement at Schedule B is amended, the Chief Constables will be consulted. Where any amendment relates to Staff who are under the direction and control of the Chief Constables, the approval of the Chief Constables will be obtained.
- 10.4 Variation to the Agreements will be made where directed by the Secretary of State under s23G(4) of the Act.

SECTION 11: EXTENT OF AGREEMENT

- 11.1 Where the Agreements do not deal with an issue pertinent to the conduct or management of the SCD, it shall be agreed by the relevant Parties.

SECTION 12: INSURANCE AND LIABILITY

- 12.1 Each Party shall follow a Collaboration and Joint Working Insurance Protocol to be developed and agreed within three calendar months from the date this Agreement comes into force.
- 12.2 Each Party shall be responsible for securing and maintaining, at its own expense, adequate insurance or other financial provision to cover its insuring responsibilities, as set out in the Insurance and Claims Handling Protocol.
- 12.3 Unless otherwise agreed, self-insured claims costs and insurance premiums shall be the responsibility of the Party that incurs those costs.

- 12.4 Unless otherwise agreed in accordance with this Agreement and subject to 12.5 below, each Party shall be responsible for the handling (including costs) of claims and other forms of legal proceedings (to include, but not limited to insured, self insured and judicial review claims) it receives arising from the work of the SCD on its behalf or the actions of the SCD staff.
- 12.5 Responsibility for the handling (including costs) of claims and other forms of legal proceedings made against two or more of the Parties jointly arising from the work of the Service on its behalf or the actions of the Service staff shall be determined by the SCD Management Board (SCDMB) or, when required to do so by relevant internal financial regulations, the Police Authorities through the Joint Statutory Committee (JSC).
- 12.6 Unless otherwise agreed by the Parties in accordance with this Agreement liability for claims shall be unaffected by this Agreement and shall be determined in accordance with the law.
- 12.7 Where the Parties consider it reasonable to do so, and subject to their respective insurance arrangements, responsibility for the handling, costs and liability for claims and other forms of legal proceedings arising from the work of the SCD or actions of the SCD staff may be shared in such proportions as may be determined appropriate by the Parties through the SCDMB and, when required to do so by internal regulations, the JSC.
- 12.8 Each Authority shall indemnify and keep indemnified the other Authority against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings incurred or brought as a result of a breach of its obligations under the Agreements.
- 12.9 Each Party shall be responsible for notifying its Insurers of the terms of this Agreement and the principles set out in the Insurance and Claims Handling Protocol.

SECTION 13: SHARING OF COSTS, SAVINGS AND INCOME

- 13.1 Costs associated with staff, officers, on-costs and non pay expenditure, which provide for the running of the Service and any savings or income arising from the operation of the SCD shall be shared in accordance with the Kent and Essex Collaboration Finance Protocol (Appendix B) (The Finance Protocol).

SECTION 14: FREEDOM OF INFORMATION REQUESTS

- 14.1 Freedom of Information requests relating to the conduct of the Service will be dealt with by the Chief Constables. The recipient force will be responsible for co-ordinating the response, agreeing the disclosure with the other relevant parties and replying to the request.

SECTION 15: INFORMATION MANAGEMENT



- 15.1 Each Party will be responsible for ensuring compliance with the Data Protection Act 1998 in regard to the processing of data. This includes the provision and sharing of data for use by the SCD and for data which is created by it.
- 15.2 The Parties each undertake to the other Parties that they shall not (save in the proper performance of their respective obligations under this Agreement or in accordance with their legal obligations) without the prior consent of the other disclose to any person any confidential information provided always that this clause shall not apply to any information which is in or enters into the public domain otherwise than in breach of any undertaking of confidentiality or which any Party is obliged to disclose for the purpose of discharging police and police authority functions or pursuant to any legal obligation.
- 15.3 The Parties undertake to make the Head of SCD aware of the confidentiality of the Confidential Information belonging to the other Parties and the provisions of this Clause.
- 15.4 The Parties shall comply with any operating protocols agreed between the Parties in respect of the sharing of information and shall put in place an Information Security and Sharing Protocol within three months from the date of this Agreement coming into force.



SECTION 16: LEGAL COMPLIANCE


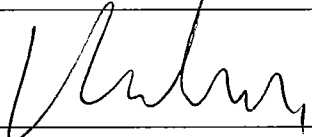
- 16.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff working in the Service.
- 16.2 Nothing in this Agreement shall affect, fetter or otherwise qualify the operational independence of any of the Chief Constables who are a Party to this agreement.

SECTION 17: SIGNATORIES

Signatories to the General Agreement

Police Force	Chief Constable	Signature	Date
Kent Police	Mr Ian Learmonth		30/09/10
Essex Police	Mr Jim Barker-McCardle		30/9/10

Police Authority	Chair	Signature	Date
Kent Police Authority	Mrs Ann Barnes		30.9.10.
Essex Police Authority	Mr Robert Chambers		30/9/10

Police Authority	Chief Executive	Signature	Date
Kent Police Authority	Mr Mark Gilmartin		30/9/10
Essex Police Authority	Mr Robin Paddock		30/9/10.

PART II

SCHEDULE A

This Agreement is made under s23 Police Act 1996 (as amended) by the Chief Constable of Kent Police and the Chief Constable of Essex Police.

SECTION A1: TERMS

A1.1 This Agreement incorporates the General terms set out in paragraphs 6-20 of the General Agreement for the provision of a SCD.

A1.2 For the purposes of this Agreement, the relevant parties are the Chief Constables of Kent and Essex (the Chief Constables).

SECTION A2: THE SCD

A2.1 The purpose of the SCD is to dismantle and disrupt serious and organised crime and criminals operating in Kent and Essex and reduce harm caused by them.

A2.2 The SCD will bring together as quickly as possible from its commencement, the following operational units from both forces under a joint command headed by an Assistant Chief Constable;

- SCD management through a joint SCD Command team headed by an Assistant Chief Constable,
- Major Crime,
- Serious and Organised Crime,
- Covert Support,
- Management/handling of covert human intelligence sources (CHIS),
- Intelligence,
- Forensics.

SECTION A3: GOVERNANCE

A3.1 The Chief Constables have agreed a Governance structure for all collaborative working undertaken between them. This structure is set out in Appendix C. This structure can be varied at anytime with the agreement of the Chief Constables.

SECTION A4: STRATEGIC COLLABORATION BOARD (SCB)

A4.1 The affairs, business and decision making of the Chief Constables concerning collaborative shared services (operational and support) shall be managed through the SCB the Terms of Reference for which are set out at Appendix D.

A4.2 SCB will resolve any high level strategic service delivery issues which cannot be resolved through line management arrangements.

SECTION A5: SERIOUS CRIME DIRECTORATE MANAGEMENT BOARD (SCDMB)

- A5.1 An Assistant Chief Constable has been appointed as lead ACC for the SCD (Lead ACC) and shall be responsible for the SCD on behalf of both Chief Constables and will have line management responsibility of the Head of the SCD. The Lead ACC shall be accountable to both Chief Constables although the Chief Constable with direction and control of the Lead ACC shall be ultimately responsible for conduct and performance matters in accordance with relevant statutory provisions.
- A5.2 A Head of SCD, of a rank of Chief Superintendent or support staff equivalent, shall be appointed by the Chief Constables, and s/he will have day to day responsibility for the SCD, reporting to the Lead ACC.
- A5.3 The SCDMB chaired by the Lead ACC will meet at least quarterly to discuss the performance of the SCD. The Terms of Reference for the SCDMB are set out in Appendix E.
- A5.4 The Lead ACC and Head of the SCD will be accountable for the delivery of the joint service in accordance with the strategic direction set by the SCDMB and approved by the SCB.

SECTION A6: DIRECTION AND CONTROL

- A6.1 Chief Constables will retain legal direction and control and thus liability for their respective officers and staff working within the SCD and for the conduct of the SCD in their area unless direction and control is transferred in accordance with A6.3 below.
- A6.2 Officers and staff working within the SCD will be required by their appointing Chief Constable to work to the instruction of the Lead ACC and Head of the SCD.
- A6.3 Each Chief Constable may, if it is deemed necessary, transfer direction and control of designated police officers and members of police staff to the other Chief Constable to assist the SCD under the terms of a separate agreement for assistance or under the terms of this Agreement for such period as shall be considered appropriate. The transfer shall be recorded in writing, signed by both Chief Constables and shall be stored in such manner as may be determined as appropriate. Where the transfer of direction and control takes place the Chief Constable receiving the direction and control will be responsible for the designated police officers and police staff and will be liable for any unlawful conduct by them as if s/he was their employer.

SECTION A7: STAFF

- A7.1 Subject to A6.3 above existing staff and police officers who work within the SCD from each Force shall continue as employees and officers of the original employing Police Authority/Force irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, and all other respective employment and service

matters shall remain the responsibility of the original Police Authority/Chief Constable.

- A7.2 New staff appointed to work within the SCD after its creation that were already employed or appointed to one party prior to this agreement shall continue as employees and members of the original employing Police Authority/Constabulary irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, and all other respective employment and service matters shall remain the responsibility of the original Police Authority/Chief Constable.
- A7.3 New staff appointed to the SCD from outside either Force will be employed/appointed by one party and will be treated at all times as if they had been appointed into the SCD in accordance with section A7.1 above. The recruitment of personnel for the SCD shall be undertaken in accordance with the HR Collaboration Protocol to be agreed within three calendar months of this Agreement coming into force.
- A7.4 The Chief Constables will explore opportunities for the adoption of common policies and procedures in respect of working practices in the SCD including common standards for the officers and staff with regard to conduct, dress and work ethic. Until those policies are agreed, the Officers and staff will comply with the policies in place within their Home Force.
- A7.5 Where the Agreement is terminated the costs and liabilities associated with termination of contracts of employment shall be met in accordance with section 7 of the General Agreement unless otherwise agreed by the Parties.

SECTION A8: HEALTH AND SAFETY

- A8.1 Each Chief Constable shall be responsible for the health and safety of their officers and staff working in the SCD, subject to A6.3 above.
- A8.2 The Head of the SCD will be responsible for ensuring that all appropriate risk assessments have been carried out for the SCD are up to date and are complied with.
- A8.3 The Head of SCD will produce a joint risk assessment and health and safety procedure for the SCD within three calendar months of this Agreement coming into force.

SECTION A9: VETTING

- A9.1 All staff and officers seeking access to Parties' systems or information will be vetted to the level required by the party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- A9.2 The Chief Constables will work to agree a standard approach for vetting of staff and officers.

SECTION A10: INFORMATION MANAGEMENT

- A10.1 Information created by the Service shall be shared and handled in accordance with the law, their own policies and the Information Sharing Protocol once implemented.
- A10.2 For the purposes of the Data Protection Act 1998, and until agreement is reached in respect of a joint Data Controller, each Chief Constable remains the data controller for any personal information recorded on the information systems (electronic and paper) under their control, i.e. within the relevant Chief Constable's electronic network or in structured and unstructured filing systems operated and stored on the relevant Police Authorities premises.
- A10.3 The activities of staff from either Force in respect of access to and use of any information owned by either party will be governed by the policies of the employing Chief Constable and Police Authority, which have been assessed to ensure broad compatibility.
- A10.4 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 Service will be responsible for the handling and response to the request and for compliance with the Act, in consultation with the other party.
- A10.5 In respect of all issues relating to shared information management, a Single Point of Contact, determined by the DFAs shall be consulted and shall provide advice on information management issues on behalf of the Parties.

SECTION A11: POLICIES AND PROCEDURES

- A11.1 The Parties will work together to ensure that their policies and procedures relevant to the SCD are reviewed and over time they achieve common policies. Where joint policies are not in existence/have yet to be agreed clear guidance will be given to staff as to which force or national policy should be applied. Generally this will mean officers and staff will follow their own Force policies until joint policies are agreed.

SECTION A12: DISCIPLINE

- A12.1 All complaints, grievances and conduct issues raised by or against officers or staff working within the SCD will be dealt with by their employing/appointing Constabulary (unless otherwise agreed) in accordance with their respective Professional Standards Unit's operating protocol or police staff discipline policies and shall agree a joint protocol for the handling of such matters to be incorporated within the HR protocol or developed as a stand alone Protocol within three months of this Agreement coming into force.
- A12.2 The Chief Constables will consider how best to create and implement joint policies and procedures for the handling of complaints, grievances and conduct issues. Joint policies and procedures will be implemented with the agreement of both Chief Constables.

SECTION A13: RESOLUTION OF DISPUTES

A13.1 Any disputes arising from the day to day operational management of the SCD shall initially and immediately be referred to the Head of the SCD.

A13.2 If the dispute cannot be resolved successfully by these means it will be referred to the Lead ACC and if required thereafter to the Deputy Chief Constables of both Forces. If the matter cannot be resolved by the DCCs it will be referred:

- i) In urgent cases to both Chief Constables to jointly agree a resolution.
- ii) In non urgent cases to the next SCB or SCDMB.

A13.3 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the Chief Constables. The decision of the Arbitrator shall be final and binding. It is anticipated this will be Her Majesty's Inspector of Constabulary.

SECTION A14: SUPPORT SERVICES

A14.1 The SCD will be given support from a range of supplying and support departments to ensure efficient functioning. For routine matters this will normally be provided by the relevant joint support department or the support department of the same Force as the person within the SCD seeking such support.

A14.2 With more substantive issues, with the exception of premises issues where support will be provided by Essex Police for premises in Essex and from Kent Police for premises used in Kent, the support departments will identify a lead department in either Kent or Essex and single point of contact. As a general principle support departments will not 'cross charge' the cost of their services to the SCD.

A14.3 Where it is desirable, a Service Level Agreement (SLA) will be entered into for the provision of support services to the SCD. Performance against any SLA will be monitored by the Head of the SCD and the Heads of the relevant support/supplying departments.

SECTION A15: BUDGET

A15.1 Without prejudice to the Police Authorities' role in budgetary matters the budget for the running of the SCD will be identified by the Chief Constables and shall be managed in accordance with the Finance Protocol.

A15.2 The Head of the SCD will be the responsible budget holder for the SCD and for any agreed allocated budget will comply with the agreed financial instructions.

A15.3 For the avoidance of doubt the Authorities will require year on year, to be advised of the resourcing requirements (including any savings and their proposed reinvestment) for the delivery of the service provided by the SCD in order that the two Authorities are able to consider the resourcing requirement in determining their

annual budgets. In this context the word “considers” means to exercise executive decision-making capacity.

SECTION A16: SHARING OF COSTS, SAVINGS AND INCOME

- A16.1 Costs associated with staff, officers, on-costs and non pay expenditure, which provide for the running of the SCD that have been agreed as part of the shared budgetary arrangements determined by the Chief Constables together with any savings and income derived from the running of the SCD, will be shared or distributed in accordance with the Finance Protocol.
- A16.2 The Fund shall be spent on costs incurred directly and specifically as a consequence of carrying out the function of the SCD as set out in this Agreement.
- A16.3 The SCD Business Manager shall cause proper books of account to be kept at the management headquarters of the SCD and they shall be open to inspection by any of the Parties and their respective nominees on reasonable notice.
- A16.4 A joint budget statement for the unit will be prepared by the SCD Business Manager and monitored by the SCDPB.
- A16.5 The SCD Business Manager shall on a quarterly basis apportion the total costs in accordance with the agreed cost, savings and income share and issue a balancing invoice to the appropriate Forces. Invoices will be paid within one month of receipt.

SECTION A17: PROCUREMENT

- A17.1 The Chief Constables are working toward a common procurement policy in respect of the procurement of all relevant equipment including information and communication technology. Such policy will be consistent with the financial regulations, contractual regulations and other governing instruments of the Police Authorities.
- A17.2 Pending the agreement of a joint policy, the Head of the SCD will apply the procurement policies and arrangements as determined to be appropriate by the SCDMB in consultation with the Directors of Finance for both forces.
- A17.3 Where contractual arrangements are entered into on the basis of an allocated budget being made available for and on behalf of the SCD any liabilities for those arrangements will be shared by the Parties in the proportion set out in the Finance Protocol.

SECTION A18: TASKING

- A18.1 The SCDMB shall develop a process for the tasking and management of work requests (the tasking process) within three calendar months from the date of the commencement of this agreement. This will include the key principles to be applied, how requests are presented to and accepted by the SCD, how they are

assessed for validity in terms of their match against the capability of the SCD and whether the capacity of the SCD can satisfy the demand.

A18.2 Where conflicting work requests cannot be scheduled to the satisfaction of either Chief Constable an appropriate escalation path shall be put in place. Where this escalation does not result in satisfaction then the process for determination of disputes and arbitration (A12) shall be followed.

SECTION A19: RIPA AND POLICE ACT 1997

A19.1 Engaging Part 1 of the Policing and Crime Act 2009 seeks to utilise the provisions set out in the legislation to improve the co-operation of police forces and streamlining current authority practices.

A19.2 Interference with Property: The parties to this collaboration arrangement agree to engage section 6 thereby amending section 93 of the Police Act 1997 as follows

- Section 6(2) and (4) amends section 93(3) of PA97 so that an authorising officer can grant (or refuse) an application from a member of another police force when subject to a collaborative agreement.
- Section 6(5) amends section 93(6) of the Police Act 1997 so that an authorising officer from the authorising force may authorise property interference in the officer's own force area or that of a collaborative force.

A19.3 Acquisition and disclosure of communications data: The parties to this collaboration arrangement agree section 7 thereby amending Chapter 2 section 22 and 23 of Part 1 of the Regulation of Investigatory Powers Act 2000 as follows:

- Section 7(2) amends Section 22(3) Part 1 of the Regulation of Investigatory Powers Act 2000 so that a designated person within a police force can grant (or refuse) an authorisation for persons holding offices, ranks or positions within the officer's own force area or that of a collaborative force to obtain communications data under RIPA.
- Section 7(3) and 7(4) amends Section 23(3) Part 1 of the Regulation of Investigatory Powers Act 2000 so that a person holding an office, rank or position with a police force can issue a notice under section 22(4) of RIPA requiring the disclosure of communications data to a person holding an office, rank or position within the officer's own force area or that of a collaborative force to obtain communications data under RIPA.

A19.4 Covert Human intelligence Sources (CHIS): The parties to this collaboration arrangement agree Section 8 thereby amending section 29 of the Regulation of Investigatory Powers Act.

- Section 8(2) amends Section 29(2) Regulation of Investigatory Powers Act 2000 specifying that suitable arrangements must exist for the sources case in a collaborative unit

- Section 8(3) amends Section 29(2) Regulation of Investigatory Powers Act 2000 so that a person holding offices, ranks or positions with any of the forces subject to the collaboration agreement can discharge the functions in connection with the conduct and use of the source
- Section 8(4) amends Section 29(4) Regulation of Investigatory Powers Act 2000 detailing the arrangements that we agree to adhere to specifically:
 - (a) that there will at all times be a qualifying person who will have day-to-day responsibility for dealing with the source, and for the source's security and welfare;
 - (b) that there will at all times be another qualifying person who will have general oversight of the use made of the source;
 - (c) that there will at all times be a qualifying person who will have responsibility for maintaining a record of the use made of the source;
 - (d) that the records relating to the source that are maintained by virtue of paragraph (c) will always contain particulars of all such matters (if any) as may be specified for the purposes of this paragraph in regulations made by the Secretary of State; and
 - (e) that records maintained by virtue of paragraph (c) that disclose the identity of the source will not be available to persons except to the extent that there is a need for access to them to be made available to those persons.

A19.5 Rules for granting authorisations: The parties to this collaboration arrangement agree Section 9 thereby amending section 33 of RIPA as follows:

- Section 9(3) amends Section 33(1) Regulation of Investigatory Powers Act 2000 to permit a person who is a designated person for authorising Directed Surveillance or Covert Human Intelligence Sources to grant an authorisation on an application made by a member of another police force when subject to a collaborative agreement.
- Section 9(5) amends Section 33(3) Regulation of Investigatory Powers Act 2000 to permits a person who is a senior authorising officer by reference to a police force to grant an authorisation for the carrying out of intrusive surveillance on an application made by a member of another police force when subject to a collaborative agreement.
- Section 9(5) amends Section 33(3) Regulation of Investigatory Powers Act 2000 to permit authorisations for the carrying out of intrusive surveillance in respect of residential premises to be granted of residential premises in an area which is the area of operation of the collaborative force.

A19.6 Such authorities allowed under this collaborative agreement as detailed above will be subject to a detailed Memorandum of Understanding [MOU] between participating police forces to ensure any particular sensitivities in the local community or other covert activity taking place are considered appropriately. (This will ensure that we cover all the points in the draft codes of practice for CHIS, for

Covert Surveillance and Property Interference without having to detail them specifically in this Section 23 agreement).

SECTION A20: INTELLECTUAL PROPERTY RIGHTS

A20.1 Intellectual property rights in any designs, works, written material etc created by staff and officers within the SCD and as part of the work of the Unit 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.



SECTION A21: ASSETS AND LIABILITIES

A21.1 The Chief Constables are responsible for the maintenance of assets registers for property owned by their Authority. Where Chief Constables/Authorities provide assets to be used by the SCD a joint asset inventory will be maintained by the Head of the SCD. The inventory will clearly identify the owner of the assets listed in it.

A22.2 The Head of SCD shall maintain a joint liability register. The register will clearly identify the owner of the liability listed in it.

SECTION A22: SIGNATORIES TO SCHEDULE A

IN WITNESS whereof the Parties have signed below

Police Force	Chief Constable	Signature	Date
Kent Police	Mr Ian Learmonth		30/09/10
Essex Police	Mr Jim Barker-McCardle		30/9/10.

PART II

SCHEDULE B

This Agreement is made under s23A Police Act 1996 (as amended) by Kent Police Authority and Essex Police Authority.

SECTION B1: TERMS

- B1.1 This Agreement incorporates the General terms set out in paragraphs 6-20 of the Collaboration General Agreement for the provision of a joint Serious Crime Directorate (SCD).
- B1.2 For the purposes of this Agreement, the relevant parties are the Police Authorities of Kent and Essex (the Police Authorities).

SECTION B2: POLICE AUTHORITY GOVERNANCE

- B2.1 Without prejudice to section B2.2 below, In respect of all Kent/Essex collaborative ventures, the governance responsibilities of each Police Authority for those ventures have been delegated to a Joint Statutory Committee to be called the Kent and Essex Joint Statutory Committee (JSC). The terms of reference of the JSC are set out at Appendix F. These governance arrangements may be varied from time to time by the agreement of the Kent and Essex Police Authorities.
- B2.2 Each Police Authority is entitled to undertake its individual statutory duties in regard to the SCD as required.

SECTION B3: STAFF

- B3.1 Existing police staff who work within the SCD from each Constabulary shall continue as employees and members of the original employing Police Authority irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original Police Authority/Chief Constable.
- B3.2 New staff appointed to work within the SCD after its creation that were already employed or appointed to one party prior to this agreement shall continue as employees and members of the original employing Police Authority/Constabulary irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, and all other respective employment and service matters shall remain the responsibility of the original Police Authority/Chief Constable.
- B3.3 New staff appointed to the Unit from outside either Force will be employed/appointed by one party and will be treated at all times as if they had been appointed into the SCD in accordance with section B3.1 above.

- B3.4 HR matters connected to the SCD are to be determined in accordance with the Kent and Essex Collaboration HR Protocol to be agreed within three months of this Agreement coming into force.

SECTION B4: BUDGET

- B4.1 The Police Authorities will require year on year, to be advised of the resourcing requirements (including any savings and their proposed reinvestment) for the delivery of the service provided by the SCD in order that the two Authorities are able to consider the resourcing requirement in determining their annual budgets. In this context the word "considers" means to exercise executive decision-making capacity.
- B4.2 The Police Authorities shall each make an annual contribution to fund the cost of the SCD (the Fund) which shall be managed and maintained in accordance with the A16 and the Finance Protocol.

SECTION B5: ASSETS

- B5.1 Legal title to all vehicles, equipment and premises operated or used by the SCD shall remain with the providing Police Authority. In accordance with A21 Asset registers will be provided by the Chief Constables on the commencement date as a record to be used in the event that such assets are sold or this agreement is terminated. A joint asset inventory will continue be maintained by the Head of the SCD.
- B5.2 Unless agreed to the contrary by the Authorities, new equipment acquired on or after the commencement date will be purchased by a lead party on behalf of the SCD. Ownership of the asset will remain with the purchasing Police Authority. Revenue costs associated with the asset, where specifically agreed by the parties, will be shared in accordance with the formula set out in the Finance Protocol. Where the cost of the asset is such that it is required by the Financial Regulations of any of the Police Authorities to be recorded in the Asset Register then it will be so recorded in the Asset Register maintained by the purchasing authority.
- B5.3 Each Police Authority consents to its vehicles, premises and equipment, being used for the effective discharge of the day to day functions and responsibilities of the SCD as considered necessary by the Head of the SCD.
- B5.4 In the event that this Agreement is terminated, the assets provided to the SCD under section B5.1, will be retained by the owning Police Authority. Where assets are purchased under section B5.2, the joint assets will be valued and shared out in accordance with the formula set out in section 13.1 of the General terms.

SECTION B6: HEALTH AND SAFETY


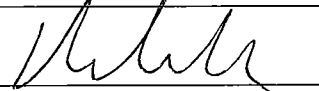
- B6.1 Without prejudice to section A8 of Schedule A, both Police Authorities will remain liable at law for the health and safety of their staff.

SECTION B7: PREMISES

- B7.1 The SCD will be based within premises provided by the Authorities for no charge to the Chief Constables of Kent and Essex Police.
- B7.2 Where additional premises are required for the use of the SCD, the provision, costs and sourcing of those premises will be agreed and provided by the Police Authorities following consideration of proposals put forward by the Chief Constables.

SECTION 8: SIGNATORIES TO SCHEDULE B

IN WITNESS whereof the Parties have signed below

Police Authority	Chief Executive	Signature	Date
Kent Police Authority	Mr Mark Gilmartin		30/9/10
Essex Police Authority	Mr Robin Paddock		22/9/12

SERIOUS CRIME DIRECTORATE - TERMS OF REFERENCE

1. Strategic Objectives

The strategic objectives of the Serious Crime Directorate are:

- To provide an enhanced service to tackle serious and organised crime for the members of the public in Kent and Essex at a reduced cost, ensuring value for money.
- To prevent and detect serious criminality, and reduce risk, harm and threat for the residents of Kent and Essex.

2. Serious Crime Directorate Command Team

Assistant Chief Constable, Alan Pughsley, will lead the Serious Crime Directorate Command Team. The rest of the Command Team will comprise of the following:

- Detective Chief Superintendent Gareth Wilson – Serious Crime Directorate Operational Head
- Detective Superintendent Liam Osborne – Head of Intelligence
- Detective Superintendent Lee Catling – Head of Serious and Organised Crime
- Detective Superintendent Richard Lennon – Head of Covert Support
- Detective Superintendent Tracy Hawkings – Head of Covert Human Intelligence Sources
- Detective Superintendent Anne Brittain – Head of Forensics
- Mrs Christina Drewitt – Serious Crime Directorate Business Manager

3. Intelligence Department

3.1 Local FIB Desks

Local FIB desks provide a Basic Command Unit liaison service being a conduit level 1 and 2 operations and for tier III Organised Crime Group based tasking and intelligence feedback, a county SPoC role for relevant operations as appropriate, coordinate BCU/ Divisional responses to cross border crime and provide assistance to Basic Command Unit's / Divisions that have life threatening scenarios.

3.2 Research and Development Service Desks

Research and Development Service Desks identify, map, score and research Organised Crime Groups affecting Kent and Essex, act as SPoC for Kent and Essex on all multi agency, national (SOCA), regional (SE Region and E Region) and outside Force Organised Crime Group matters, research and develop intelligence sufficient to allow the Serious Crime Directorate Tasking and Coordination Group review the Tier status of identified Organised Crime Groups, take ownership of Tier III Organised Crime Groups and direct tasking to outside agencies or other police departments with intervention opportunities to reduce the harm scores of those Organised Crime Groups, identify and develop intelligence to combat level II crime

series and administer SCAS and provide intelligence support to combat the risks posed by Significant and / or Dangerous Individuals.

3.3 Organised Crime Group Targeting Team (OCG TT)

The Organised Crime Group Targeting Team tackles Serious and Organised crime by providing Intelligence support to the proactive targeting of Tier I and Tier II OCGs to incapacitate and reduce their risk of harm.

3.4 Communications Intelligence Unit (CIU)

The Communications Intelligence Unit (CIU) is the Force Single Point of Contact (SPoC) for the acquisition of Communications Data in accordance with Chapter II of Part 1 of the Regulation of Investigatory Powers Act 2000 (RIPA) and the associated Code of Practice.

3.4.1 The work of the CIU includes:

- Telecommunications
- Internet Communications
- Nuisance Calls, and
- Postal Communications.

3.4.2 The CIU will provide objective judgement and advice to ensure the effective use of communications data in support of operations and investigations, in an informed and lawful manner.

3.5 Prisoner Intelligence Unit (PIU)

3.5.1 The Prison Intelligence Unit (PIU) provides an interface with HM Prison Service (HMPS) to the mutual benefit of both organisations.

3.5.2 A Memorandum of Understanding (MoU) exists between Police and HMPS, which provides for effective lines of communication and the exchange of intelligence between the two.

3.5.3 Kent has nine Prisons, an Immigration Removal Centre and a Juvenile Secure Training Centre and Essex has two prisons.

Kent	Essex
HMP Blantyre	HMP Chelmsford
HMP Canterbury	HMP Bullward Hall
HMP Cookham	
HMP East Sutton Park	
HMP Elmley	
HMP Maidstone	
HMYOI Rochester	
HMP Standford Hill	
HMP Swaleside	

3.6 24/7 Support

24/7 Support provides out of hours Intelligence service when Basic Command Units/Division's support is not available, verification and qualification of stop and searches and 5x5's, disseminates crime stoppers intelligence and European Warrants to relevant personnel, services external intelligence enquiries and maintain out of hours provision for obtaining communications data, provides an immediate response to critical risks, threats, suicides and kidnap incidents.

3.7 Vehicle Examiners

Vehicle Examiners provide a Driver and Vehicle Licensing Agency liaison service provision, provide forensic examinations of vehicles involved in crime and road traffic collisions and provide expert support to proactive operations.

4. Major Crime Department

The Major Crime Department (MCD) will undertake responsibility for the following types of investigations, other than when extra-ordinary operational demands are present (refer to Service Level Agreement (SLA) for further information):

- All offences where there is evidence of homicide (including historic cases)
- Attempted murder, where there is clear evidence of an attempt to kill (Using CPS Charging guidelines as guidance to assist in differentiating between a Section 18 GBH and Attempt Murder)
- Conspiracy to commit murder
- Crimes in Action (kidnap, extortion, product contamination) where a co-ordinated multi-agency response is likely to be required
- Stranger rapes
- Other critical incidents with a major public or political dimension which necessitate a Category A style criminal investigation
- MCD will assume responsibility for the investigation deemed to be within the terms of the SLA within 4 hours.
- An MCD SIO will be available 24/7 for advice and guidance.
- An MCD SIO will remain accountable for the conduct of the investigation at all times.
- MCD will conduct a review of BCU based investigations upon request.
- MCD will establish links with other national MCDs where cross-border criminality is an issue.
- MCD will comply with policy for MIM and MIRSAP.
- MCD will work closely with the Serious Organised Crime Unit and Serious Economic Crime Unit in order to sharing information and expertise concerning crime investigation, offenders and intelligence
- MCD will work closely with appropriate OMUs and OCGMMUs in order to develop knowledge and information sharing concerning offenders and intelligence.
- MCD will work closely with the appropriate CSUs to ensure that partnership links and resultant investigative opportunities are maximised.

4.1 HOLMES Department

The Holmes department sits within the Major Crime team and has the responsibility for ensuring that all relevant investigations are recorded and managed correctly using the Holmes interface.

4.2 Serious Case Review

4.2.1 The serious case review team will conduct serious case reviews (SCRs) as directed by the local safeguarding children's boards (LSCB). SCRs are undertaken when a child dies (including death by suspected suicide), and abuse or neglect is known or suspected to be a factor in the death. Additionally, LSCBs may decide to conduct a SCR whenever a child has been seriously harmed via:

- Abuse or neglect
- Sexual abuse
- A parent has been murdered and it is subject of a domestic violence review.
- Violent assault.

4.2.2 In addition the team's expertise may be called upon to review police responses to critical incidents to ensure any police response has been professional and meets the expectations of the public, other agencies and the organisation.

4.3 Cold Case Investigation Team

The Cold Case Investigation Team (CCIT) reviews and investigates unsolved historic cases using new investigative techniques particularly around forensic investigation.

5. Serious and Organised Crime Department

5.1 Serious Economic Crime Unit (SECU)

5.1.1 The Serious Economic Crime unit investigates, detects and prevents fraudulent criminal activity in Kent and Essex. The unit focuses on various types of fraud including identity, plastic cards, cash machines and commercial (individuals and businesses).

5.1.2 The unit also leads on enforcing money laundering laws and stripping organised crime groups of their criminal assets.

5.2 Serious and Organised Crime Investigation

The Serious and Organised Crime Department works with partner agencies to investigate organised crime networks that exploit County, Regional and National borders in the commission of offences impacting on the people of both Essex and Kent. Any significant crime series will be targeted to ensure key individuals are detained and brought to justice.

6. Covert Support Department

6.1 Covert Support provides assistance to all facets of Kent and Essex Police forces in identifying and utilising opportunities to covertly harvest intelligence and evidence. The methodology employed ranges from static and mobile surveillance to more intrusive collection processes. Departments included within Covert Support are:

- Surveillance Teams
- Technical Support Unit
- Test Purchase Unit
- Under Cover Team
- Witness Protection Team

6.2 The department also includes the Central Authorities Bureau to ensure compliance with the Human Rights Act and all regulatory guidelines.

7 Covert Human Intelligence Sources Department

7.1 Source Handling Unit

The Head of Covert Human Intelligence Sources is also the Force Authorising Officer professionally responsible for the management of all Covert Human Intelligence Sources (CHIS). The Source Handling Unit is responsible for all interaction with CHIS and the subsequent dissemination of intelligence obtained.

8. Forensics Department

The Forensic Investigation Department:

- Manage the gathering of forensic evidence and analysis processes
- Provide expert advice on all aspects of forensic issues
- Provide training to Crime Scene Investigators, Police Officers and Staff
- Work with external scientific service providers to ensure delivery of a professional and efficient service

8.1 Digital Forensics Unit

The Digital Forensic Unit supports all Force and BCU level crime investigations involving the examination and analysis of computers and other digital storage devices.

8.2 Crime Scene Investigation Unit

The Crime Scene Investigation Units are responsible for attending and examining scenes of crime, the recovery of forensic evidence and providing specialist advice as part of the forensic strategy in major and serious investigations.

8.3 Fingerprints Bureau

The Fingerprint Bureau manages and processes all fingerprints taken from detained persons and finger marks taken from crime scenes. The unit comprises of fingerprint experts who examine marks taken from crime scenes for the purpose of identification.

8.4 Fingerprint Unit Laboratory

8.4.1 The Fingerprint Unit Laboratory provides Kent and Essex with an efficient and effective fingerprint enhancement and recording service.

8.4.2 The laboratory carries out the chemical enhancement of fingerprints on exhibits recovered from crime scenes, or offences such as fraud where no physical scene exists.

8.4.3 The laboratory can also carry out specialist light source and chemical treatment at major crime scenes to enhance latent fingerprints as well as fingerprints and footwear marks in blood.

8.5 Forensic Performance Unit

The Forensic Performance Unit co-ordinates all forensic identifications and provides liaison and support to Basic Command Unit's and Divisions to assist with crime investigations. The unit comprises of the intelligence and performance teams.

8.6 Photographic and Imaging Unit

The Photographic and Imaging Unit provides a photographic service for Kent and Essex. Its work includes supporting crime investigations, road traffic investigations and public relations. The Unit also provide court presentation material to assist the Court with visual aids.

8.7 Forensic Submissions Unit

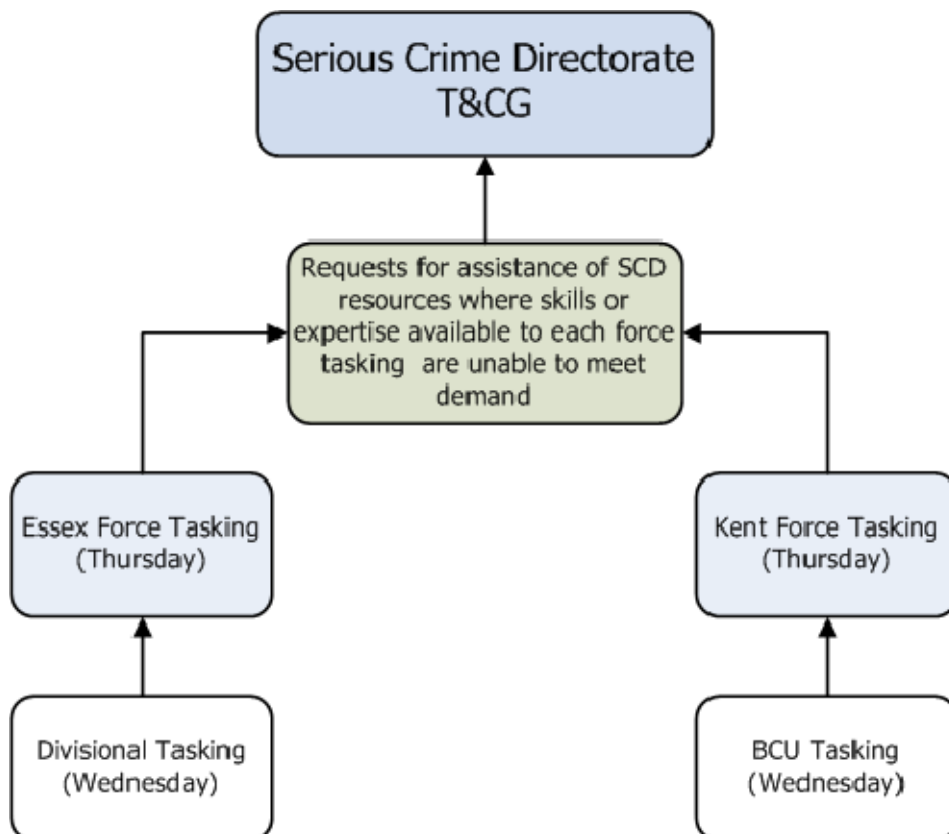
The Forensic Submissions Unit manages the submissions and returns to external Forensic Service Providers. This includes exhibits for examination, statements, invoices and National DNA Database samples.

9. Business Support

Business Support ensures a provision of Human, Financial, Equipment and Estate Management services for the Serious Crime Directorate.

10. Tasking and Co-ordination process

- 10.1 Within the Serious Crime Directorate, the tasking and intelligence functions will be the driving force behind the activity. To ensure assets are deployed effectively, a tasking and coordination process has been developed that will provide a meeting structure that enables priorities to be established, and therefore determines the best tasks to commit those assets.
- 10.2 The process commences with divisional/BCU T&CG for local level tasking, the next stage will be force tasking where county assets can be bid for. Following the two force taskings, a joint meeting will be held 'SCD T&CG' chaired by ACC SCD or deputy, it is within this meeting that SCD resources will be tasked and requests for assistance of SCD resources can be made where skills or expertise available to each force tasking are unable to meet demand.
- 10.3 This process provides a clear path that links each tier of the process to the next, enabling all local and force priorities to be discussed and considered, within an auditable and influential arena. The process will capture all levels of criminality, ensuring informed decisions on the deployment of all force assets are made.
- 10.4 The diagram below represents the tasking and co-ordination process:



11. Terms of Reference Review

The Serious Crime Directorate Terms of Reference will be reviewed 6 monthly and changed at the request of ACC Serious Crime Directorate or Detective Chief Superintendent Serious Crime Directorate.

KENT AND ESSEX COLLABORATION FINANCE PROTOCOL FOR SCD

1. Introduction

1.1 In compiling this finance protocol, the Home Office Statutory Guidance for Collaboration¹ has been considered together with the five funding models outlined in the Home Office Toolkit that supports that Guidance. The underlying principles set out within the toolkit are that:

- The funding model should be financially sustainable and stable
- All parties should agree that the proposed sharing of costs and benefits is appropriate and equitable
- Greater financial contribution to the collaboration should not necessarily lead to greater control over the governance of the collaboration
- The parties should recognise that value for money may not be demonstrated by reconfiguration of a single funding model into individual accounting systems: they should not lose sight of the combined benefits that the collaboration brings²
- The funding model should encourage participation in the collaboration
- The funding model should not stifle innovation
- The funding model should demonstrate value for money to the member organisations

1.2 This document is divided into two main sections; section 2 details the overall principles to be followed within the s23 agreement and section 3 outlines the technical details and exceptions behind the principles. Within this document, there is reference to various information schedules. These are listed below and can be found in detail at the end of the document:

- Schedule A – Cost Centre and Coding Structure
- Schedule B – Approved Expenditure Types and Corresponding Coding
- Schedule C – Units Subject to Cost Sharing and Respective Apportionment Basis Expenditure/income
- Schedule D – Capital Assets and Charging Details

2. Overall Principles

2.1 Key Accountancy Principles

2.1.1 The key accountancy principles will be based on the authorised financial regulations for each force. The prevailing regulations will be those of the organisation where the substance of each transaction falls, i.e. Essex will apply its own regulations for the activity that is “Essex only” and vice-versa for Kent. For shared functions, where there is a lead force, the lead force’s rules will apply.

¹ Home Office Statutory Guidance for Police Collaboration – 12th March 2010

² The essence of this statement is that the most benefit will be gained by not just using one force’s model over another but by combining the most beneficial parts of both models

2.2 Sharing of Costs

- 2.2.1 The default position for cost sharing will be that revenue costs are borne by the authority budget against which costs are incurred. Exceptions to this will be covered in Schedule C of this document. The costs of those units listed in Schedule C will be shared based on the proportions identified in the schedule. Amendments to Schedule C will be approved by the JSC prior to taking effect.
- 2.2.2 For capital purchases, the initial cost of the purchase will be borne by the force requiring the asset or, if the asset is to be shared, the costs will be split on the basis laid out in schedule D, with a nominated lead capital purchasing authority recording asset ownership. Annual revenue charges for each asset over the course of its useful life will also be apportioned on this basis. Details of relevant assets and the charging apportionment basis for them are laid out in Schedule D. Amendments to Schedule D will be approved by the JSC.
- 2.2.3 During the implementation phase, the cost sharing basis for individual units will be approved by the JSC and added to Schedule C and D as each major work package is finalised and approved.
- 2.2.4 Fixed PFI costs will not be recorded, reported or recharged as they are regarded as overhead or "sunk" costs and therefore are not directly attributable to the shared service.
- 2.2.5 Only costs incurred directly and as a consequence of the shared service will be recorded and recharged - as detailed in Schedules A to D. No indirect, opportunity or sunk costs will be attributed to the shared service.
- 2.2.6 Costs for incidents or operations declared as 'major incidents' will be borne by the authority budget against which costs are incurred. Normal mutual aid arrangements will apply, however because of the Kent/Essex relationship, only plain time hours and costs will be recorded and recharged. This arrangement will be monitored and reports provided to the JSC to assess the relative benefits (outcomes) of activity to both forces.

3. Technical Details

3.1 Recording of Costs

- 3.1.1 Both forces will maintain a discrete cost centre coding structure within their respective ledgers.
- 3.1.2 The hierarchy and definitions of individual cost centres will be identical in both forces.
- 3.1.3 The agreed structure and cost centre names are as laid out in Schedule A. Changes to the agreed structure must be approved by the JSC prior to implementation in either force.

- 3.1.4 Only approved categories of expenditure will be coded to the shared service in either force. The approved expenditure types and the corresponding analysis codes are as laid out in Schedule B. Amendments to Schedule B must be approved by the JSC prior to implementation in either force.
- 3.1.5 Wherever possible, the same coding (by description) should be used to capture approved costs in both forces.
- 3.1.6 As per the financial regulations referred to at the start of this document, all costs will be recorded on an accruals basis.

3.2 Recharging of Costs

- 3.2.1 The reports for fiscal months 3, 6, 9 and 12 (as section 3.3 below) will be used to raise a quarterly recharge. A single invoice will be raised within 1 month of the end of each quarter and will detail revenue, revenue contributions to capital and depreciation charges separately. A final recharge will be raised if necessary after the final accounts have been drawn.

3.3 Reporting of Costs

- 3.3.1 Each force will produce an analysis of the revenue costs by account code and cost centre down to individual transaction level within 5 working days of the end of each month.
- 3.3.2 The lead force for capital procurement will produce a detailed analysis of capital activity to include approved budget, actual cost and forecast within 5 working days of the end of each month.
- 3.3.3 The combined revenue and capital costs and an outturn forecast will be reported on a monthly basis to the Head of service and to each JSC meeting. These reports will report total costs and the proportion of cost borne by each force up to that point.
- 3.3.4 A balance sheet and income and expenditure statement will be produced annually within 3 months of financial year-end. This will be produced in tandem with each force's own provisional statement of accounts (audited statements will be presented within 30 days of the statutory deadline i.e. 30 days after 30th September).

3.4 Budgets

- 3.4.1 At the start of each forces' annual budget setting cycle, the Head of Service will present the overall budget requirement to the JSC for approval, followed by formal Police Authority ratification. Following approval, the Business Manager will inform the respective Finance Departments of the budget requirement for each force.
- 3.4.2 Year-end over or underspends will be retained by the force originally incurring them. This is in keeping with the general sharing of costs described in paragraph 2.2.1 above.

3.5 Income

- 3.5.1 Proceeds of Crime Act generated income will not be shared between forces.
- 3.5.2 All other income generated will be shared between forces on the basis of the cost sharing arrangement for the unit primarily responsible for achieving the income, i.e. it will follow the principles outlined in paragraph 2.2.1 above.

4. Termination of the Agreement

- 4.1 Upon termination of the s23 agreement, any redistribution of assets, revenue costs, budgets and income will be carried out on the basis of the principles described in section 2.2 above.

5. Claims Handling for Compensation

- 5.1 The handling of claims for compensation is dealt with under section 12 of the main s23 agreement but with the following expansion:
 - 5.1.1 Claims arising solely from the liability of one force / authority will be dealt with by that authority.
 - 5.1.2 Claims arising from joint work should be dealt with in accordance with strategy set by the appropriate Programme Board.

6. Governance

- 6.1 Maintenance of this agreement and its schedules is the responsibility of the Head of Service and Directors of Finance. This Protocol will be reviewed in line with the s23 PFCAs and PACAs and annually as part of the review and scrutiny of the annual accounts for the shared service.

7. Signatories to Finance Protocol

IN WITNESS whereof the Parties have signed below

Police Force	Director of Finance and Administration	Signature	Date
Kent Police	Mr Simon Redman	<i>Simon Redman</i>	4/11/10
Essex Police	Mr Ken Cocksedge	<i>K. Cocksedge</i>	8/10/10

Police Authority	Treasurer	Signature	Date
Kent Police Authority	Mr David Lewis	<i>D Lewis</i>	30/9/10
Essex Police Authority	Mr Charles Garbett	<i>Charles Garbett</i>	4/11/10

Schedule A - Cost Centres and Coding Structure

Description	Kent Cost Centre	Essex Cost Centre
e.g. Serious Crime Directorate		28000

Schedule B - Approved Expenditure Types and Corresponding Coding

Expenditure Type	Kent Account Code	Essex Account Code
e.g. Police Officer Pay		0160

Schedule C – Units Subject to Cost Sharing and Respective Apportionment Basis

Unit	Apportionment Basis	Kent Share of Unit Cost (%)	Essex Share of Unit Cost (%)
<i>e.g. Central Prison Intelligence Unit</i>	<i>Number of prisons in force area</i>	78%	22%
SCD ACC and Ch Supt		50%	50%
SCD Command Team		50%	50%

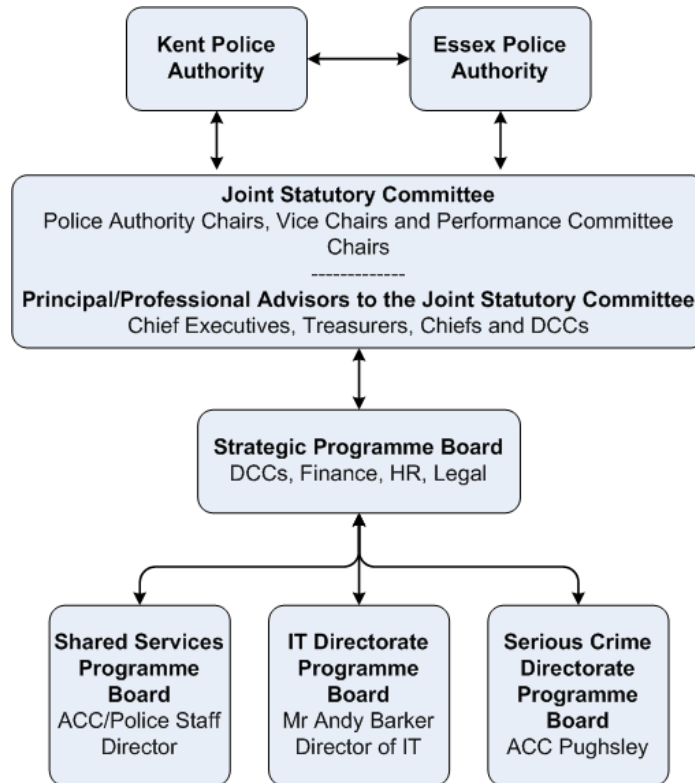
Schedule D - Capital Assets and Charging Details

Asset	Annual Depreciation Charge	Apportionment Basis for Depreciation Charge

GOVERNANCE STRUCTURES

1.0 PROJECTS/PROGRAMMES

1.1 The diagram below details the governance structure created to manage Kent/Essex collaborative arrangements for projects or programmes:



1.2 Management boards have been created to manage the distinct areas of collaborative work during project or programme stages. These are currently “Shared Services”, the “IT Directorate” and the “Serious Crime Directorate”.

1.3 The chairs of the management provide update reports every six weeks to the Strategic Programme Board chaired by the two Deputy Chief Constables.

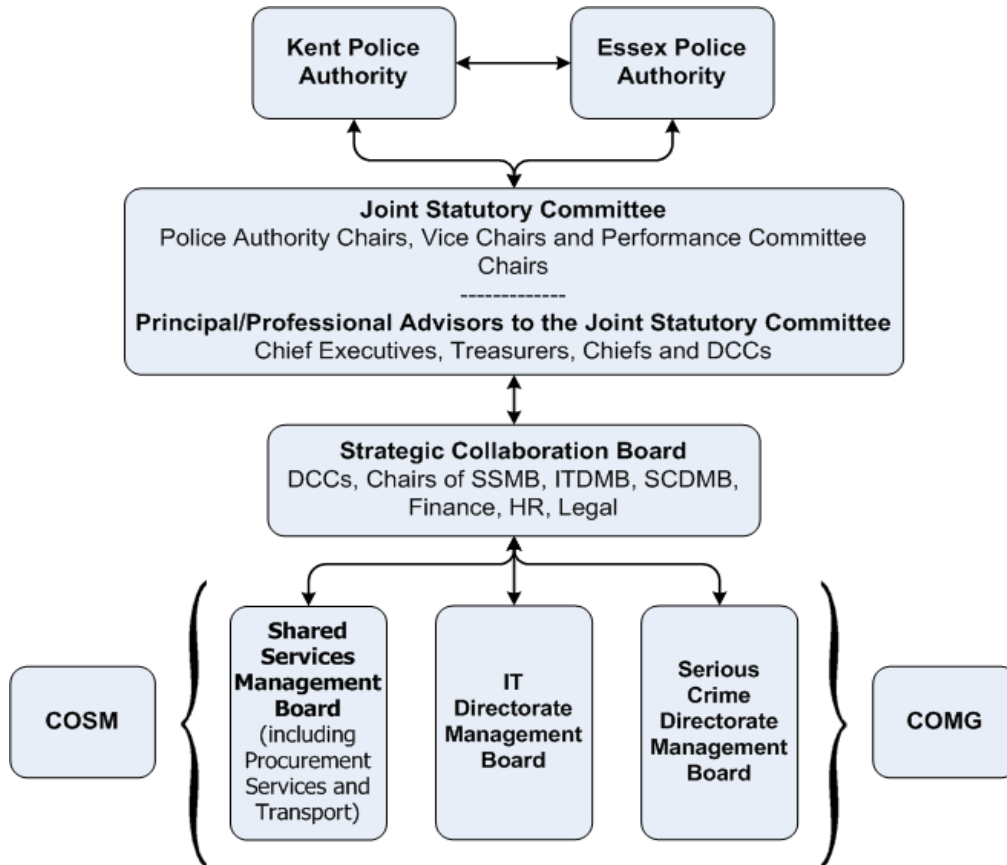
1.4 The Strategic Programme Board reports to the Joint Statutory Committee (JSC), which meets approximately five times a year. Details of the JSC Terms of Reference are shown in Appendix F.

1.5 The JSC reports to the Kent and Essex Police Authorities.

1.6 Once programmes or projects are completed, governance moves from this structure to the “Business as Usual” governance structure (see section 2).

2. "BUSINESS AS USUAL"

2.1 The diagram below details the governance structure created to manage Kent/Essex collaborative arrangements, once projects or programmes have been mainstreamed into "business as usual":



2.2 A number of management boards have been created to manage the distinct areas of collaborative work. These are currently "Shared Services", the "IT Directorate" and the "Serious Crime Directorate". The terms of reference for each management board are shown in the Section 23 Agreements.

2.3 The IT Directorate has been shown as being separate to Shared Services to reflect its status as an "enabler" for collaborative working.

2.4 New management boards will be added to the structure as they are created.

2.5 Within the structure, there is a link shown between the management boards and the two Chief Officer teams. This represents the mechanism for the referral of day to day operational matters to Chief Officers, and for the production of individual reports to the Chief Officer Groups. The lead for each business area is invited to attend Chief Officer Group meetings (COMG and COSM) and should an urgent issue arise, they will have immediate access to Chief Officers. When decisions are made outside of this meeting structure, the DCCs will ensure that an audit trail is maintained of these decisions and they are recorded in subsequent Strategic Collaboration Board minutes.

- 2.6 The management boards report to the Strategic Collaboration Board (SCB), which is chaired by the DCCs. The Chairs of the Management Boards are members of the SCB. Other members include representatives from the finance, HR and legal departments of each force.
- 2.7 By bringing the chairs of the business areas together in one meeting, it ensures that the DCCs are provided with a strategic overview of all the collaborative work and that the interdependencies between the areas of work are identified and managed.
- 2.8 For consistency, the SCB meeting arrangements fall within the existing meeting schedules of the Collaboration Programme Board, which manages collaboration projects. The SCB will meet approximately every 12 weeks, following alternate Programme Board meetings.
- 2.9 The SCB will report to the Joint Statutory Committee (JSC), which meets approximately five times a year. Details of the JSC Terms of Reference are shown in Appendix F.
- 2.10 The JSC reports to the Kent and Essex Police Authorities.

STRATEGIC SHARED SERVICE TERMS OF REFERENCE

1. Governance Model

1.1 The terms of reference for the Strategic Collaboration Board are to:

- maintain a strategic overview of the delivery of collaborative work between Kent and Essex
- manage the transition from project to “business as usual”
- set key performance indicators and targets (qualitative, quantitative, financial) for Shared Services and the directorates
- hold business leads to account for delivery of performance against key performance indicators and targets
- hold business leads to account for financial management
- maintain oversight of the management of Section 23 agreements
- resolve disputes
- develop decision making agreements
- effectively manage threat and risk
- ensure realisation of financial and efficiency savings
- ensure realisation of the efficiencies achieved through collaboration

SERIOUS CRIME DIRECTORATE MANAGEMENT BOARD TERMS OF REFERENCE**1. The Strategic Programme Board**

1.1 Serious Crime Directorate Reporting Standard:

The Serious Crime Directorate Assistant Chief Constable or Detective Chief Superintendent will provide a strategic performance report at every meeting and will outline any decisions that are required from the Strategic Shared Services Board.

1.2 Serious Crime Directorate requirements from the Strategic Programme Board:

The Serious Crime Directorate command team requires the Strategic Shared Services Board to make decisions on any risks, issues, and actions that require a higher level of authority than that of the Serious Crime Directorate Management Board.

2. Serious Crime Directorate Management Board**2.1 Purpose**

2.1.1 Programme Management

1. This Governance Board will have the full ACC authority to make decisions relating to the programme of work.
2. The board will be provided an overview of how the programme is progressing.
3. Maintain control over the programme through the monitoring of risks, finances and timescales.
4. Decide what decisions need to be escalated to the Strategic Collaboration governance Board.

2.1.2 Operational

1. This Governance Board will have the full ACC authority to make decisions relating to the work completed under the Serious Crime Directorate.
2. The board will be provided with an overview of what Serious Crime Directorate work is being completed and what will be completed before the next board.
3. Maintain control over the Serious Crime Directorate through the monitoring of operational effectiveness, interaction with the region, value for money and other

key performance Indicators taken from the Serious Crime Directorate performance workbook.

4. Decide what decisions need to be escalated to the Strategic Collaboration Programme Board.

2.2 Standard Agenda

1. Review the minutes and actions from the last meeting
2. SCD Programme Director Highlight Report
3. Detective Chief Superintendent's SCD Strategic Performance Report
4. Items and Attendees required for the next meeting
5. Decisions on content being delivered to the next Strategic Shared Services Board

2.3 Frequency of Governance Board

This Governance Board will meet monthly and will be held at SCD headquarters.

2.4 Membership

The membership for this Governance Board will be:

1. ACC Serious Crime Directorate (Chair)
2. Serious Crime Directorate Programme Team
3. Director of Information Technology
4. Detective Chief Superintendent Serious Crime Directorate (Chair in ACC absence)
5. Representative from Corporate HR
6. Serious Crime Directorate Business Manager
7. Detective Superintendent – Intelligence
8. Detective Superintendent – Major Crime
9. Detective Superintendent – Serious and Organised Crime
10. Detective Superintendent – Covert Support
11. Detective Superintendent – Covert Human Intelligence Sources
12. Detective Superintendent – Forensics
13. Representative from Corporate Finance
14. Serious Crime Directorate Media Officer
15. Representative on behalf of Serious Crime Directorate Chief of Staff

2.5 Decision Authority Level

This governance board has ACC authority and can approve recommendations that can be that relate to this level of authority.

2.6 Administration

- 2.6.1 The Serious Crime Directorate Secretariat will minute the meeting. An action sheet will be circulated after a meeting for all members.
- 2.6.2 At the end of the meeting, the action list will be agreed by everyone present together with a clear indication of timescales and expectations of how actions will be reported back (verbal / paper).
- 2.6.3 The Serious Crime Directorate Secretariat will ensure that specific invitees are made aware of the need to attend the next meeting.
- 2.6.4 Papers - the Serious Crime Directorate Secretariat will circulate Papers to all attendees at least three working days prior to the meeting.

3. Terms of Reference

3.1 Serious Crime Directorate Management Board Agenda

The Serious Crime Directorate Management Board will have the aforementioned agenda. ACC SCD or DCS SCD can change the Serious Crime Directorate Management Board agenda.

3.2 Serious Crime Directorate Strategic Performance Report

The Serious Crime Directorate Detective Chief Superintendent will complete a Strategic Performance Report, when they are reporting to the Serious Crime Directorate Management Board. A Strategic Performance Report will consist of the following headings:

1. Date
2. Period covered
3. Budget status
4. Overtime spend
5. Operational activities completed during period
6. Operational Activity Results
7. Update on value for money measures
8. Update on any regional working
9. Update on any external agency working
10. Serious Crime Directorate HR Status
11. Serious Crime Directorate Estate Status

3.3 Urgent Situations

When an urgent situation or issue arises it will be raised with the next rank or level of management as appropriate. The next rank or level of management will decide

whether an extraordinary Board will need to be called or whether the situation can be heard at the next scheduled Board meeting.

3.4 Freedom of Information Act –The majority of the Serious Crime Directorate Management Board content will be regarding the Serious Crime Directorate’s operational ability and effectiveness, thus will be deemed confidential and not releasable to the public.

3.5 Review Date - this governance structure will be reviewed in 6 months time, from the start date.

CONSTITUTION OF THE KENT AND ESSEX POLICE AUTHORITIES STATUTORY JOINT COMMITTEE**1. Name**

- 1.1 The Joint Committee shall be known as the Kent and Essex Police Authorities Joint Collaboration Committee (the Joint Committee).

2. Purpose of Joint Committee

- 2.1 The Joint Committee is established pursuant to Sections 101 and 102 of the Local Government Act 1972 to secure the efficient and effective governance and oversight of collaboration arrangements agreed between Kent and Essex Police Authorities pursuant to Section 23 of the Police Act 1996.

3. Member Authorities and Members

- 3.1 The member Authorities of the Joint Committee are Kent Police Authority and Essex Police Authority.
- 3.2 Each member Authority shall initially appoint its Chairman and Vice Chairman plus 1 further member to be members of the Joint Committee. Additionally each member Authority may appoint one alternate member who may attend all meetings of the Joint Committee. Alternate members may, however, only vote at meetings of the Joint Committee when substituting for a member.

4. Meetings of the Committee

- 4.1 The annual meeting of the Joint Committee shall be held each year on such a date between June and the end of September (inclusive) after the Annual Meetings of the Kent and Essex Police Authorities. The Joint Committee may decide to deal with the appointment of a Chairman, Vice Chairman and Clerk together with any other business normally transacted at an annual meeting.
- 4.2 In addition to the annual meeting the Joint Committee will hold at least three ordinary meetings in each year.
- 4.3 An extraordinary meeting of the Joint Committee may be called at any time by any two members of the Committee. Only business specified in the notice calling the extraordinary meeting may be dealt with at that meeting.
- 4.4 Meetings of the Joint Committee shall be held at such venue and on such dates and times as the Joint Committee may decide.

5. Chairman

- 5.1 The Joint Committee shall, from the Chairs of the Kent and Essex police authorities, annually elect a Chairman and Vice Chairman. Voting shall be by means of a secret ballot should there be more than one (seconded) nomination. The Chair will serve for a period of one year and typically the Chairmanship of the Joint Committee will alternate between the Chairs of the two Authorities.
- 5.2 On a casual vacancy occurring in the office of Chairman or Vice Chairman an appointment to fill the vacancy shall be made in the next ordinary meeting of the Joint Committee held after the date on which the vacancy occurs.
- 5.3 The Chairman, if present, and in the absence of the Chairman the Vice Chairman, shall preside at a meeting of the Joint Committee.
- 5.4 If both the Chairman and the Vice Chairman are absent from a meeting of the Joint Committee, the members present at that meeting shall elect a member to preside.

6. Clerk

- 6.1 The Joint Committee shall annually appoint a Clerk from one of the member Authorities to act as Clerk to the Joint Committee.
- 6.2 The Chief Executive and Treasurer of both Authorities and the Chief Constables of both Forces are entitled to attend meetings of the Joint Committee as professional advisers and to remain in those meetings on occasions when the press and public are excluded.

7. Record of Attendance

- 7.1 Every member and alternate member of the Joint Committee attending a meeting shall sign his/her name on the attendance sheet provided for that purpose. The Clerk to the Joint Committee shall after each meeting send a record to both member Authorities of the attendance of their members and alternate members.

8. Quorum

- 8.1 At least two members from each Authority shall constitute a Quorum.

9. Agendas

- 9.1 The agenda for a meeting of the Joint Committee shall be compiled by the Clerk in consultation with the Chairmen of both member Authorities.

10. Minutes

- 10.1 The minutes of every meeting of the Joint Committee shall be printed and the Clerk shall send a copy to each member of the Joint Committee together with the summons to the next meeting of the Joint Committee.

- 10.2 The Clerk will send a copy of the minutes of every meeting of the Joint Committee to the Clerk of each member Authority. The Clerk of each member Authority will be responsible for arranging for that Authority to consider the minutes of the Joint Committee.
- 10.3 The minutes of any extraordinary meeting of the Joint Committee will be dealt with at the next available Ordinary meeting of the Joint Committee.

11. Voting

- 11.1 Each individual member of the Joint Committee present shall have one vote with decisions being taken on a simple majority of a vote cast. For legally binding decisions there will be one vote for each police authority.
- 11.2 The Joint Committee shall vote by a show of hands.
- 11.3 The Chairman will not have a second or casting vote for legally binding decisions.

12. Urgent Matters

- 12.1 The Clerk of the Joint Committee shall be empowered to act on behalf of the Joint Committee and in accordance with its functions in cases of urgency and having first consulted the Chairman and Vice-Chairman of the Joint Committee. Any decision taken under this Standing Order shall be reported to the next meeting of the Joint Committee.

13. Variation and Revocation of Constitution

- 13.1 Other than at the Annual meeting of the Joint Committee any motion at a meeting of the Joint Committee to add to this constitution or to vary or revoke any part of it shall, when proposed and seconded, be referred without discussion to the next Ordinary meeting of the Joint Committee for consideration and where constitutionally required shall stand referred to each of the Authorities to consider amending the authority delegated to the Joint Committee.

14. Powers of Joint Committee

- 14.1 To exercise the powers and duties of the police authority in connection with any current or future action taken by the Chief Constable, by means of an agreement under section 23(1) of the Police Act 1996, to secure the development of any operational police or support activities delivered in collaboration by the Kent and Essex Forces.
- 14.2 To exercise the powers of a police authority to reach agreement with the Kent and Essex police authorities under section 23(2) of the Police Act 1996 to provide that any premises, equipment or facilities should be provided jointly for the police forces maintained by those authorities, or under section 23(7) to act jointly or co-operate

in any other way where to do so is calculated to facilitate, or is conducive or incidental to, the discharge of any of the authority's functions.

- 14.3 To exercise the powers and duties of a police authority in relation to section 6 of the Police Act 1996 (as amended by the Police and Justice Act 2006) to secure that arrangements are made for forces to co-operate with other forces whenever necessary or expedient.
- 14.4 In exercising the above powers and duties, the Joint Committee will specifically:
 - 14.4.1 Exercise its delegated authority subject to any limitations imposed by the two Authorities
 - 14.4.2 Assume control of and responsibility for the budgets allocated for collaboration by the two police authorities.
 - 14.4.3 In consultation with the Chief Officers concerned, develop and maintain a shared vision for the development of joint working arrangements between the Kent and Essex police forces and authorities. This will reflect the diversity of the policing areas and the need to achieve a proper balance of policing activity.
 - 14.4.4 In consultation with the Chief Officers concerned, agree a Collaboration Plan including objectives, actions, activities and outcomes for the development and delivery of any service or activity which is to be undertaken on a joint basis. Such plans will have to be agreed by both Police Authorities and may be taken into account when formulating Annual Policing Plans and budgets.
 - 14.4.5 Require periodic reports from Chief Officers to enable it to monitor the delivery of those plans, to evaluate outcomes on behalf of the authorities concerned and to recommend action as appropriate.
 - 14.4.6 Advise the police authorities concerned on resourcing requirements of those plans, so that they can take account of resourcing needs when determining annual budget requirements and medium term financial plans.

15. General

- 15.1 No persons shall smoke in the room where any meeting is taking place and no photographs shall be taken, recordings made or other apparatus, including mobile phones and internet devices, used without the consent of the meeting.

16. Interpretation

- 16.1 The decision of the Chairman of the meeting on the construction or application of the constitution and on any question or Order not provided for by the constitution shall be final.