

Public Document Pack

Sussex Police and Crime Panel

Members are hereby requested to attend the meeting of the Sussex Police and Crime Panel, to be held at **10.30 am** on **Friday, 27 September 2019** at **County Hall, Lewes**.

Tony Kershaw

Clerk to the Police and Crime Panel

19 September 2019

Webcasting Notice

Please note: This meeting will be filmed for live or subsequent broadcast via East Sussex County Council's website on the internet – at the start of the meeting the Chairman will confirm that the meeting is to be filmed. Generally the public gallery is not filmed. However, by entering the meeting room and using the public seating area you are consenting to being filmed and to the possible use of those images and sound recordings for webcasting and/or training purposes. The webcast will be available via the link below: <http://www.eastsussex.public-i.tv/core/>.

Agenda

- 10.30 am 1. **Declarations of Interest**
- Members and officers must declare any pecuniary or personal interest in any business on the agenda. They should also make declarations at any stage such an interest becomes apparent during the meeting. Consideration should be given to leaving the meeting if the nature of the interest warrants it. If in doubt contact Democratic Services, West Sussex County Council, before the meeting.
- 10.35 am 2. **Minutes** (Pages 5 - 16)
- To confirm the minutes of the previous meeting on 28 June 2019 (cream paper).
- 10.35 am 3. **Urgent Matters**
- Items not on the agenda which the Chairman of the meeting is of the opinion should be considered as a matter of urgency.
- 10.35 am 4. **South East Regional Integration Partnership - Section 22 Agreement** (Pages 17 - 74)
- The report sets out the role, function and purpose of the South East Regional Integration Partnership (SERIP) and provides information about the Section 22 Collaboration Agreement which sets out the proposed approach for police collaboration and transformation in the South East region.
- The report also provides a summary of the Terms of Reference for the SERIP Partnership Board, together with information

about its composition and the accountability arrangements in place to monitor performance in this area. Copies of relevant correspondence have also been provided.

The Panel is asked to scrutinise the governance arrangements the Police and Crime Commissioner has adopted to enable her to a) review performance of a function or service carried out under a collaborative initiative, b) hold the Chief Constable to account for the performance of that function or service and c) hold to account the chief constables of other forces, where they are responsible for delivering services to Sussex residents under this agreement.

11.15 am 5. **Public and Panel Questions to the Commissioner** (Pages 75 - 76)

Report by the Clerk to the Police and Crime Panel.

Written questions may be submitted by members of the public up to two weeks in advance of a meeting. The Chairman of the Panel or the Commissioner will be invited to provide a response by noon of the day before the meeting. Questions, together with as many responses as possible, will be tabled at the meeting.

Questions have been received from 4 correspondents prior to this meeting of the Panel.

The Panel is also asked to raise any issues or queries concerning crime and policing in Sussex with the Commissioner.

There will be one question per member only and one supplementary question; further supplementary questions allowable only where time permits. The Chairman will seek to group together questions in the same topic.

11.45 am 6. **Police & Crime Commissioner and Sussex Police Response to Tackling Serious Violence in Sussex** (Pages 77 - 86)

The report sets out how £3.1 million of grant funding secured by the Police & Crime Commissioner (PCC) is being utilised with Sussex Police and partners to provide additional operational activities and services to tackle serious violence in Sussex.

The Panel is invited to focus on whether the plans will deliver the national strategy while addressing local need, how the public can be assured that the plans represent good value for public money, how success will be measured and monitored and whether any aspect of the plans warrants further scrutiny, and how this might best be undertaken, and how the PCC ensures that objectives are achieved where work is undertaken in partnership.

- 12.25 pm 7. **Quarterly Report of Complaints** (Pages 87 - 88)
- Report by the Clerk to the Police and Crime Panel.
- The report provides details of the correspondence received and the action taken.
- The Panel is asked to consider the report and raise any issues or concerns.
- 12.30 pm 8. **Working Group Appointments**
- The Panel is asked to agree the membership of the Precept Working Group to act as a critical friend to development of the Precept.
- The Working Group will likely meet twice, in late November 2019 and in early January 2020.
- 12.35 pm 9. **Reflection on London Gatwick visit**
- Members are asked to reflect and provide feedback from the first visit by some of the Panel to London Gatwick.
- 12.45 pm 10. **Date of Next Meeting and Future Meeting Dates**
- The next meeting of the Panel will take place on 31 January 2020 at 10.30am at County Hall, Lewes.
- Future meeting dates below:
- 17 February 2020 (provisional, to be cancelled if not required).

To all members of the Sussex Police and Crime Panel

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Sussex Police and Crime Panel

28 June 2019 – At a meeting of the Panel held at 10.30 am at County Hall, Lewes.

Present:

Cllr Bill Bentley (Chairman)	East Sussex County Council	Cllr Christian Mitchell (Vice-Chairman)	West Sussex County Council
Cllr Dave Simmons	Adur District Council	Cllr Gill Yeates	Arun District Council
Cllr Roy Briscoe	Chichester District Council	Cllr Carolyn Lambert	East Sussex County Council
Cllr Colin Fitzgerald	Hastings Borough Council	Cllr Norman Webster	Mid Sussex District Council
Cllr Johnny Denis	Lewes District Council	Cllr Tricia Youtan	Horsham District Council
Cllr Phillip Lunn	Wealden District Council	Mr Peter Nightingale	Independent member
Miss Susan Scholefield	Independent member	Cllr Rebecca Whippy	Eastbourne Borough Council
Cllr Val Turner	Worthing Borough Council	Cllr Jackie O'Quinn	Brighton and Hove City Council
Cllr Brenda Smith	Crawley Borough Council	Cllr Jay Brewerton	Rother District Council
Cllr Dee Simson	Brighton and Hove City Council		

Apologies were received from Iain McCulloch, Chief Finance Officer, Office of the Sussex Police & Crime Commissioner (OSPCC) and Mervin Dadd, Chief Communications and Insight Officer (OSPCC).

Part I

1. Appointment of Independent Members

2.1 Resolved – that the Panel:

1. Renews the appointment of Mr Peter Nightingale, Independent Co-opted Member, to take effect immediately.
2. Renews the appointment of Miss Susan Scholefield, Independent Co-opted Member, to take effect immediately.

2. Appointment of Chairman and Vice-Chairman

2.1 Councillor Simmons proposed Councillor Bentley as Chairman of the Panel for the forthcoming year. The proposal was seconded, and the appointment was agreed by the Panel.

2.2 Resolved – that Councillor Bentley is elected as Chairman of the Sussex Police and Crime Panel for the ensuing year.

2.3 Councillor Webster proposed Councillor Mitchell as Vice-Chairman of the Panel for the forthcoming year. The proposal was seconded, and the appointment was agreed by the Panel.

2.4 Resolved – that Councillor Mitchell is elected as Vice-Chairman of the Sussex Police and Crime Panel for the ensuing year.

3. Declarations of Interest

3.1 In accordance with the code of conduct members of the Panel declared the personal interests contained in the table below.

Panel Member	Personal Interest
Bill Bentley	Lead Member for Communities and Safety Chairman East Sussex Safer Communities Civil Military Partnership Board
Colin Fitzgerald	Employed by Solace Women’s Aid Charity Chairman of Safer Hastings Partnership
Susan Scholefield	A serving Magistrate Chair of the Competition Appeal Tribunal and Competition Service Non-Executive Director of Surrey and Borders Partnership NHS Foundation Trust
Dave Simmons	Chairman of Adur and Worthing Safer Communities Partnership Sussex Partnership NHS Foundation Trust Council of Governors.
Brenda Smith	Cabinet Member for Public Protection Chair of Safer Crawley Partnership
Val Turner	Member of Safer Communities Partnership, Adur and Worthing
Norman Webster	Member of Mid Sussex Community Safety Partnership Stakeholder Governor of Queen Victoria Hospital NHS Foundation Trust East Grinstead.
Tricia Youtan	Member of Horsham Community Safety Partnership Cabinet Member for Community Safety at Horsham District Council.

4. Minutes

4.1 Resolved – that the minutes of the last meeting held on 26 April 2019 be approved as a correct record and that they be signed by the Chairman.

5. Annual Review of Membership and Proportionality

5.1 The Panel considered a report by the Clerk to the Sussex Police & Crime Panel which set out the political makeup of the Panel's constituent authorities. A revised version of Appendix 1 was tabled (copy appended to the signed minutes).

5.2 The Panel heard that following the statutory despatch of the agenda, Mid-Sussex District Council confirmed the formation of a Green and Independent Burgess Hill party comprising 4 members, as opposed to 4 Green members for Mid Sussex as was laid out in the original version of Appendix 1. This amendment did not make any change to the proposed proportionality of the Panel.

5.3 Resolved – that the Panel:

- i. Agrees that Brighton and Hove City Council be invited to appoint a Conservative second representative to the Panel.
- ii. Appoints Councillor Dee Simson as second representative for Brighton and Hove City Council to take effect immediately.
- iii. Agrees that either East or West Sussex County Councils be invited to appoint an additional local authority member, for a one-year period of office, and
- iv. Appoints Councillor Carolyn Lambert from East Sussex County Council to take effect immediately.

6. Public Question Time

6.1 Mr Novo asked the following question of the Sussex Police and Crime Commissioner:

1. Could you please explain to me why you are not recruiting Special Constables when there is a shortage of officers? I have been looking on your website but there is nothing there.

6.2 The Commissioner gave the following response to Mr Novo's question:

In 2019/20, I increased the precept by £24 per year for an average Band D property. This extra investment, together with the increased precept in 2018/19 and the use of £17m from reserves, has allowed the Force to recruit over above the current establishment - providing faster growth sooner.

I am pleased to confirm that 220 police officers were recruited to Sussex

Agenda Item 2

Police across five separate intakes in 2018/19, together with an intake of 50 experienced transferees from other police force areas in England and Wales, resulting in an additional 270 officers in post by 31 March 2019.

This investment will ensure that by March 2023 there are 250 more police officers, 100 more Police Community Support Officers (PCSOs) and 50 more specialist staff than there were in March 2018 – a total increase of 400 individuals.

The Sussex Police 2018/22 Transformation Strategy sets out how the Force will use the additional funding to strengthen the Local Policing Model (LPM), improve public contact and modernise policing by investing in technology to meet a range of complex crime demands. The Strategy can be viewed through the following link:

https://www.sussex.police.uk/SysSiteAssets/media/downloads/sussex/aboutus/priorities-and-direction/sussex-police-transformation-strategy_2018-2022.pdf

I will continue to monitor closely the delivery of this investment through the LPM and revised Transformation Strategy and will challenge Sussex Police on behalf of the public, where appropriate.

As you correctly point out, recruitment for Special Constable applications is closed at present. This is because Sussex Police is currently focussing on recruiting, training and tutoring the aforementioned additional police officers, PCSOs and specialist staff that has been made possible by increases to the police precept in recent years.

It is worth emphasising that the recruitment processes for Special Constables require exactly the same amount of time as the processes used to recruit, train and tutor regular police officers.

It is also important to clarify that the recruitment of Special Constables is not a faster or more simplistic alternative to the recruitment of police officers. Special Constables have the same warranted policing powers as regular police officers and it is, therefore, important that they receive training to exactly the same standards.

I can also confirm that Sussex Police will reopen recruitment for Special Constables again, as soon as capacity and resources allow. This is expected to be before the end of the 2019/20 financial year.

6.3 Mr and Mrs Merritt asked the following question of the Commissioner:

2. I realise this may appear to be a very operational issue, only we have taken this problem up with local PCSO's up through the ranks right up to the PCC before over a number of years. We were informed some time ago that up to 400 vehicles were checked and none were found speeding. However, on a daily basis a large number of drivers are still speeding along the 40MPH roads within Ford and the police don't seem to do anything to stop this from happening.

As a member of Ford Parish council, I have raised this problem a number of times at meetings, some of which a representative of Sussex police attended and still nothing seems to be done to stop the drivers from speeding along the 40MPH roads within Ford, especially near the railway crossing. Even if a camera was put up or a police car was parked from time to time, it may show the speeding drivers that a check is being made on a regular basis and then they would start staying within the 40MPH.

Given the PCC gave a commitment that the 18/19 precept increase would in part fund improvements in roads policing, is the Commissioner satisfied the investment has been well spent? Has the Commissioner noticed a reduction in correspondence from residents in other parts of Sussex on this issue?

6.4 The Commissioner gave the following response to Mr and Mrs Merritt's question:

Thank you for sharing your concerns with me about speeding vehicles in and around Ford.

I understand the importance that the residents of Sussex place on road safety and I know from the public meetings I attend, my recent online consultation and the correspondence that my office receives that this remains a priority for the people of Sussex.

I remain fully supportive of the work carried out by Sussex Police and the Sussex Safer Roads Partnership (SSRP) to tackle and prevent the main causes of serious injuries and deaths on the roads of Sussex.

As acknowledged, the content of your questions relate to operational policing so I have made contact with the SSRP to highlight your concerns with them directly.

The SSRP have offered to conduct some average speed checks on the roads of Ford at different times of the day (morning, afternoon and evening) over the next couple of weeks. The SSRP will also carry out an assessment of the area to understand better whether there are any suitable sites for enforcement activity to take place on.

The data from the speed checks and assessments will provide the SSRP with information and average speeds that can be used to target enforcement activity, as appropriate. This data will also enable the Partnership to consider whether other initiatives, such as deploying 'Slow Down' signage, could be deployed to reinforce the local speed limits.

I have asked the SSRP to make contact with you directly and arrangements will be made through my office. I will continue to monitor the situation in Ford.

I would also like to make you aware of Operation Crackdown. This is a joint initiative run by Sussex Police and the SSRP which provides the communities of Sussex with an opportunity to report specific instances of anti-social driving and enables Sussex Police to develop intelligence regarding repeat offenders,

vehicles, times and locations which can then be used to plan, target and deploy police resources.

If you have any specific information about anti-social driving, including speeding, in and around Ford, please visit the Operation Crackdown website (www.operationcrackdown.org) to report this. Alternatively, you can call 01243 642222 during office hours to speak to an operator. I would ask that you pass these details onto the Clerk of the Parish Council to share with the wider membership.

Road safety is also a theme I challenged the Deputy Chief Constable about during my monthly webcast Performance & Accountability Meeting (PAM) on 21 June 2019. The Deputy Chief Constable confirmed that Sussex Police has invested money into roads policing, including the Serious Collision Investigation Unit. This ensures that the Force is able to investigate properly the most serious collisions that lead to death or serious injury on the roads in Sussex. This session is archived and can be viewed on the webcast through the following link: www.sussex-pcc.gov.uk/get-involved/webcasting/.

7. The Sussex Police and Crime Commissioner's Annual Report and Financial Outturn Report 2018/19

7.1 The Panel considered a report by the Sussex Police & Crime Commissioner which was introduced by Katy Bourne, Sussex Police & Crime Commissioner. The Commissioner told the Panel the format of the annual report had been amended following feedback, and that it highlighted the work of the team, including some wider issues not obviously recognised as policing. The Commissioner highlighted the 4 priority areas of the Police and Crime Plan:

1. Strengthen local policing

- The Commissioner noted the increase in precept had protected 476 Police Officer posts, in addition to the recruitment of 200 additional police officers.
- The launch of a Rural Crime Strategy would see a network of approximately 40 officers and staff led by Sergeant Tom Carter who would have overall responsibility for rural crime matters.
- An £891k funding award was granted from the Home Office for the youth programme Reboot. Reboot was designed to focus on county lines and young people coming to the attention of the police for the wrong reasons, providing interventions and alternatives.

2. Work with local communities and partners to keep Sussex safe

- Increased working with Community Safety Partnerships (CSPs).
- A Restorative Justice Partnership continued to provide successful outcomes for crime victims. There were 20 statutory partners involved delivering justice in different ways.
- Further working with volunteers, including the independent custody visiting scheme, in which the welfare of detainees was

checked upon. Sussex Police's scheme had been awarded platinum status, alongside only 1 other in the country.

3. Protect the vulnerable and help victims recover from crime and abuse.

- A resource intensive victim support service had been introduced.
- Serious fraud case workers had supported 638 victims in the last 12 months.
- There had been a 540% increase in the reporting of stalking.
- The College of Policing had adopted the Commissioner's acronym of FOUR; fixated, obsessive, unwanted, repeated for recognising the signs of stalking and harassment behaviours.
- A vulnerable witness suite was introduced to enable young and vulnerable witnesses to provide evidence remotely and safely.

4. Improve access to justice for victims and witnesses.

- Sussex Police was leading the £40m Video Enabled Justice (VEJ) programme which aimed to provide victims and witnesses with a better experience, whilst saving police officer time.

7.2 The Commissioner noted the draft financial outturn report would be finalised shortly and thanked her team for their hard work.

7.3 The Panel agreed the Commissioner's report was well laid out. A summary of questions and responses were as follows:

- Members noted the appointment of a dedicated modern slavery delivery manager and asked the Commissioner how she saw this postholder engaging with existing partnerships. The Commissioner advised the purpose of the role was to convene the work of partners, and added the position had been exclusively funded by her office. Organised crime groups and exploitation was a national policing priority, and the Commissioner felt it important to fund the post.
- Members considered the funding allocation of £11,137 to Paws Protect and asked that the Commissioner justify this spending. The Commissioner explained the charity supported domestic abuse victims and explained that pets were often used as a form of coercive control in abusive relationships. The Commissioner considered this a unique and vital service for domestic violence victims who could seek refuge knowing their pet was also safe.
- The Panel noted the increased reporting and considered how this translated into more police action, including a call-handler's ability to grasp emerging problems and appropriately deal with the report. The Commissioner advised this was complicated given the plethora of crime, and that experience was vital to draw out the crux of the issue behind the report. The Commissioner mentioned a historic churn of staff in the Command and Control Centre and noted the challenge of keeping staff in those roles. The Commissioner advised whilst the service was not yet perfect, change was happening through better technology, set lists of questions and inspectors in the centres with practical knowledge and experience. The Panel asked for the percentage of leavers in a year, the

Commissioner would provide this information as part of the action list following the meeting.

- Members asked about response times, and if the Commissioner was confident in police contact and response. The Commissioner advised the 101 service was considered at a Performance and Accountability Meeting (PAM) in May which included an update on performance and call abandonments. This remains an item of business at PAMs. Work was ongoing with the single-online home, and that 101 was a problem area for all forces across the country. The Panel requested the Commissioner report on 101 in her annual report next year.
- The Panel considered the success of the Reboot scheme and questioned how this could be sustained when the funding came to an end. The Commissioner advised she joined the Home Secretary for a Serious Violence Task Group as a Police and Crime Commissioner representative, where as part of the Serious Violence Strategy, a youth endowment fund of £200m would be available over the next 10 years for Commissioner's to bid into. The Commissioner also highlighted a number of other local funding streams which could be accessed.
- Members noted the precept uplift of £24 for a Band D equivalent property, and sought assurance for those in Band E to H properties that crime in rural areas would be adequately addressed. The Commissioner advised an extensive consultation process took place to increase the police element of the council tax for 2019/20, and added that 25% of properties were Band E or above. The Commissioner advised that burglary was taken seriously, and that whether rural or urban, all crime was dealt with in the same way.
- Members considered open spaces being blighted by anti-social behaviour and asked for assurance this was being tackled in a timely way. The Commissioner advised the Panel of Operation Minster which would increase the visibility of officers by patrolling areas. The Commissioner also encouraged the reporting of anti-social behaviour and crime.
- The Panel requested further information on support for female offenders. The Commissioner advised she would report back with more detail, this would form part of the action list arising from the meeting.
- The Chairman asked the Commissioner what she would like to see change for Sussex Police. The Commissioner advised she was keen to see improvement across the board, particularly for the 101 service. The Commissioner felt greater visibility would reassure the public of a police presence and improve confidence, as did her PAMs. HMICFRS reports were useful to identify areas requiring improvement and to identify where to direct funding to take pressure away from the police, such as the VEJ programme.
- The Chairman noted the Panel needed to see pace of change in terms of 101 and requested this item return to an appropriate meeting in the future.

7.4 Resolved – that the Panel:

- i. Requests a progress report on the 101 service at a future meeting.
- ii. Notes the Sussex Police and Crime Commissioner's Annual Report and Draft Financial Outturn Report for 2018/19.

8. Her Majesty's Inspectorate of Constabulary and Fire and Rescue Services Inspection of Stalking and Harassment.

8.1 The Panel considered the HMICFRS report on Stalking and Harassment, the minutes of the Commissioner's PAM of 12 April 2019 and the Commissioner's letter in response to the HMICFRS report. The Commissioner did not have anything to add and the Chairman invited questions from the Panel. A summary of the main questions and responses were as follows:

- Members of the Panel asked about the types of stalking and harassment. The Commissioner advised this was a sensitive area of criminality and that there were many different types. The Commissioner added stalking was a hidden crime, and that often over 100 incidents would occur before a person comes forward to report criminal activity of this kind.
- Members considered a progress report would be helpful to understand if Sussex Police had been successful in tackling the issue of stalking and harassment. The Commissioner advised this was a country-wide issue, and a national police working group had been established, the recommendations arising from which would be implemented into a stalking improvement plan.
- The Panel noted that whilst there had been a 540% increase in reporting these crimes, convictions were decreasing. The Panel considered how these issues extended into other areas such as bullying, mental health and family cohesion, and questioned if Sussex Police had the capacity to understand and explore these problems fully. The Commissioner advised the relative number of convictions when compared to national statistics seemed lower, however when considered in the context of the volume of crimes coming in this was not surprising. The Commissioner was not too concerned currently but was continuing to monitor this.
- Members of the Panel considered cyber stalking and the impacts of hidden apps or spyware. The Commissioner agreed there was a lot of work to be done in this area, and that people needed to be educated to stay safe online.

8.2 Resolved – that the Panel:

- i. Requests to be kept up to date on national progress on the issue, including an update from the Commissioner on the national police working group recommendations.
- ii. Notes the HMICFRS Inspection on Stalking and Harassment and the Commissioner's response.

9. Annual Report from the Host Authority

9.1 The Panel considered a report by the Clerk to the Police & Crime Panel which was introduced by Ninesh Edwards, Senior Advisor, West Sussex County Council. The Panel heard the following key points:

- The Panel had underspent on the available grant this year, however more was spent than last year due to the development of the Sussex Police and Crime Panel website.
- Approximately £6k had been spent on the development of the Panel's website.
- Officer support continued to be provided by West Sussex County Council.
- The Home Office had confirmed the funding for the Panel would remain at £53,300 for administration costs for the next year.

9.2 The Chairman thanked West Sussex County Council officers for their support to the Panel.

9.3 Resolved – that the Panel notes its annual report and budget outturn for 2018/19.

10. Quarterly Report of Complaints

10.1 The Panel heard that no correspondence had been received since the last meeting and there were no ongoing matters to report.

10.2 Resolved – that the Panel note the update.

11. Commissioner's Question Time

11.1 The Chairman invited questions from the Panel for the Commissioner. A summary of the main questions and responses were as follows:

- The Panel considered how Sussex Police dealt with Class A drug users, noting some other force areas were adopting treatment approaches as an alternative to criminalisation. Members asked the Commissioner if this approach was to be adopted by Sussex Police, how would she hold the Chief Constable to account in terms of differentiating between users and suppliers. The Commissioner advised Class A drugs were illegal and if found would be dealt with appropriately. The Commissioner did not envisage this attitude changing in Sussex.
- Members of the Panel questioned the Commissioner regarding the dismissal of a number of Sussex Police officers due to sexual misconduct. They further queried if she had raised this with the Chief Constable and asked if she was concerned about the reputational damage to Sussex Police. The Commissioner advised she was aware of these events and that the Chief Constable had dealt with them at a professional standards meeting. She added there was no tolerance of this type of behaviour.
- Members asked the Commissioner if the body-worn cameras were proving successful. The Commissioner advised Hampshire Police had run a pilot which had shown the efficacy of the cameras, and had recommended their use is adopted. The body-worn cameras could enable prosecution without the necessity of a court process.
- Members asked about the support available for those with disabilities or learning difficulties when reporting crime, and the projects in place to keep these vulnerable people safe as both victims and perpetrators. The Commissioner advised she was in touch with officers about these particular issues and the adoption of a child-centred policing approach. She added careful working with these cohorts was required to understand the specific needs, and there were officers who were trained in these areas.
- The Panel requested an update on roads policing, citing a concern from the public about speeding and the number of fatalities and serious incidents. The Commissioner advised road safety was a priority area for Sussex Police, tackling excessive or inappropriate speed, driving whilst under the influence and not wearing a seat belt. The Commissioner advised the Panel about Operation Dragonfly and Operation Ride, aimed at building a robust response to road action. Operation Ride in particular targeted areas where there were

reports of anti-social driving on motorcycles. The Commissioner explained the Sussex Safer Roads Partnership (SSRP) had a responsibility to reduce road casualties through collaborative working between Sussex Police, East and West Sussex County Councils, East and West Sussex Fire and Rescue teams and Highways England, who met regularly. The Commissioner added further investment had been given to the serious collision investigation unit, and that Operation Crackdown was an excellent tool for reporting anti-social driving.

- The Chairman urged the public to report anti-social driving using Operation Crackdown (www.operationcrackdown.org)

12. Date of Next Meeting

12.1 The next meeting of the Panel would take place on 27 September 2019 at 10.30am at County Hall, Lewes.

The meeting ended at 13.15pm.

Chairman

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SUSSEX POLICE & CRIME PANEL

Sussex Police and Crime Panel

27 September 2019

South East Regional Integrated Policing (SERIP) Section 22 Agreement Report by The Clerk to Sussex Police and Crime Panel

Focus for Scrutiny

Panel is asked to scrutinise the governance arrangements the Police and Crime Commissioner has adopted to enable her to:

- a) Review performance of a function or service carried out under a collaborative initiative
- b) Hold Sussex Police's Chief Constable to account for the performance of that function or service
- c) Hold to account the chief constables of other forces, where they are responsible for delivering services to Sussex residents under this agreement.

1. Background

- 1.1 The Panel scrutinises the actions and decisions of the Police and Crime Commissioner.
- 1.2 Under sections 22A to 22C of the Police Act 1996, as amended by section 89 of the Police Reform and Social Responsibility Act 2011, Chief Constables and Police and Crime Commissioners have a duty to keep collaboration agreements and opportunities under review and to collaborate where it is in the interests of the efficiency and effectiveness of one or more police forces or policing bodies. Where collaboration is judged to be the best option, they must collaborate even if they do not expect their own force or policing body to benefit directly.
- 1.3 Any collaboration which relates to the functions of a police force (a "force collaboration provision") must first be agreed with the chief constables of the forces concerned and approved by each PCC responsible for maintaining each of the police forces to which the force collaboration provision relates. Any collaboration which relates to the provision of support by one PCC for another PCC (a "policing body collaboration provision") must be agreed by each PCC to which the policing body collaboration provision relates.

- 1.4 PCCs responsible for maintaining each of the police forces to which a force collaboration provision relates shall make arrangements for jointly holding their chief constables to account for the way functions are discharged under a force collaboration agreement.
- 1.5 In March 2019 the Commissioner was a co-signatory to a collaboration agreement, along with the Commissioner and Chief Constables of Thames Valley, Surrey and Hampshire Police – the South East Regional Integration Partnership (SERIP).
- 1.6 The Chairman co-signed a joint letter from the four respective PCP chairmen (appendix 1). The four PCCs responded (appendix 2) and this agenda item arises from the commitment provided therein.

2. **Discussion**

- 2.1 The Panel's role is to scrutinise the governance arrangements the Police and Crime Commissioner has adopted to enable her to:
 - a) Review performance of a function or service carried out under a collaborative initiative
 - b) Hold Sussex Police's Chief Constable to account for the performance of that function or service
 - c) Hold to account the chief constables of other forces, where they are responsible for delivering services to Sussex residents under this agreement.
- 2.2 The presentation to be given at this meeting from the Police and Crime Commissioner will provide details of the collaboration governance arrangements which Sussex Police is involved in.
- 2.3 Details on performance and outcomes can be sought from HMICFRS inspection reports about Sussex Police's performance, together with responses from the Police and Crime Commissioner. These are operational matters, for which the Police and Crime Commissioner holds the Chief Constable accountable for.
- 2.4 To date, we are not aware that the Chief Constable has been held to account at a Performance and Accountability Meeting (PAM) for outcomes arising under SERIP.

Tony Kershaw

Clerk to Sussex Police and Crime Panel

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Appendices:

Appendix 1: Letter from the four PCP Chairman.

Appendix 2: Letter from the four PCCs

Appendix 3: Report by the Police and Crime Commissioner

Appendix 4: SERIP agreement

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TO:

Michael Lane, Hampshire Police and Crime Commissioner
David Munro, Surrey Police and Crime Commissioner
Katy Bourne, Sussex Police and Crime Commissioner
Anthony Stansfeld, Thames Valley Police and Crime Commissioner

21 January 2019

Dear Commissioners,

The Chairmen and Vice Chairmen of Hampshire, Surrey, Sussex and Thames Valley and Police and Crime Panels have considered how best to undertake their statutory duties to scrutinise the roles of their respective Commissioners in the collaborative work being undertaken by their respective Chief Constables under the South East Regional Integration Partnership (SERIP).

Based upon consideration of the situation both locally and nationally, a number of concerns have emerged. These include:

Consistency of reporting: There is no consistency in the scope and depth of information being reported to each of the four Panels, resulting in four different versions of the current picture across the region, with the attendant lack of clarity for the Panels and residents alike. Presumably the production of four separate reports on the same topic is a task which is unnecessarily burdensome for the officers supporting the Commissioners.

Transparency: It is understood that governance of the Partnership, plus collaborative matters concerning counter terrorism, regional organised crime and other specialist capabilities, falls to the South East Region Collaboration Board, which meets quarterly and is comprised of the Commissioners and Chief Constables of the four force areas. However, the meetings are held in private, and the agenda and minutes are not publically available. Other areas (for example, the equivalent board for the four Yorkshire and Humber forces) publish detailed minutes (including presentations) online.

Risk to Panels and Commissioners: Panels have a statutory duty to scrutinise the decisions and actions of their Commissioner, with a view to supporting the effective exercise of the Commissioner's functions. A failure to effectively undertake this role risks breaching the relevant sections of the Police Reform and Social Responsibility Act 2011, while Commissioners would fail to gain maximum benefit from the "critical friend" advice of their Panel.

Having discussed the issues, we would like to propose the following way forward:

1. The South East Region Collaboration Board Police and Crime Commissioners jointly produce a report, which sets out:

- a. The scope of the collaboration, and which force is responsible for leading on each piece of collaborative work.
 - b. The planned savings expected from collaboration, and how these are distributed among the partners. How the distribution principles were agreed.
 - c. The specific performance management metrics used for each collaborated service or function.
 - d. Which Chief Constable has direction and control over officers and staff for each collaborated service
 - e. The resources provided by each force for collaborated services
 - f. Where each collaborated service is based.
 - g. Proposals for future collaboration under the present arrangements.
2. Each of the four PCPs will then scrutinise the actions and decisions of their respective PCCs based on the contents of the report, at a formal meeting of each Panel.

For convenience, it is suggested that correspondence (at least in the first instance) is directed via the host authority for Sussex PCP, West Sussex County Council, although correspondence will be shared among the four Panels in case Commissioners find it easier to correspond with their Panel on this proposal.

A challenge for the Panels has been to devise a proposal which addresses the areas of concern, in a pragmatic manner which in particular recognises the limited resources of all parties. We look forward to taking this work forward in a manner which is mutually agreeable.

With best regards,



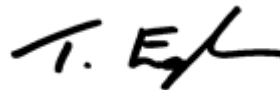
Councillor David Stewart
Chairman, Hampshire PCP



Councillor Ken Harwood
Chairman, Surrey PCP



Councillor Bill Bentley
Chairman, Sussex PCP



Councillor Trevor Egleton
Chairman, Thames Valley PCP

05 March 2019

To:

Councillor Bill Bentley, Sussex PCP
Councillor David Stewart, Hampshire PCP
Councillor Ken Harwood, Surrey PCP
Councillor Trevor Egleton, Thames Valley PCP

Dear Police and Crime Panel Chairs,

Thank you for your letter of 21st January regarding the role your Police and Crime Panels (PCPs) would like to take in scrutinising how we as Police and Crime Commissioners (PCCs) discharge our responsibilities around collaborative working in the South East.

For ease of reference we have addressed the matters in the order you have raised them, as follows;

Consistency of reporting

You are concerned that there is no consistency in the scope and depth of information being reported to the four panels. There is of course no requirement for consistency in respect of how PCCs report to their respective PCPs as the method of scrutiny between Panels is itself varied by the nature, detail and timing of the information each PCP seeks. In line with the Government's 'localism' agenda, it was left to individual PCCs and PCPs to work out what scrutiny arrangements worked best for themselves at a local level, based on local priorities and the legislative framework guiding the role and remit of PCPs.

Each Panel is at liberty to review or scrutinise decisions and actions taken by their PCC with the imperative being on the 'performance' of the individual PCC and not the collective. In so far as ensuring that residents have the necessary understanding and clarity of what policing is going on across the region, then we would contend that this is the responsibility of the PCC and Chief Constable alone.

You will be aware that a PCC has a duty, under S11 of the Police Reform and Social Responsibility Act 2011 ('the 2011 Act'), to publish information as specified by the Home Secretary as well as any other information which the PCC considers necessary to enable the public in their force area to assess the performance of themselves and of their chief constables in exercising their respective functions. As a minimum, this information must include the production by the PCC of an 'annual report' which must be sent to and considered by their PCP at a public meeting.

With regard to the publication of the agenda and minutes of the South East Region Meeting attended by Police and Crime Commissioners and Chief Constables, these are not public meetings and this information is not made publicly available as a matter of course. The content is often confidential, relating to highly sensitive operational issues regarding counter terrorism and serious and organised crime as well as commercially sensitive issues around IT systems and infrastructure. The PCCs are cognisant of their responsibilities under Section 11 of the 2011 Act and The Elected Local Policing Bodies (Specified Information) Order 2011, as amended, and any decision made by the PCCs arising from these meetings will be considered for publication in the normal manner. However, we have asked our respective offices to ensure the publication of the notice, agenda and attendees of the meetings are compliant with the Act and the Information Commissioners Model Publication Scheme.

Nevertheless, it should be noted, that under S13 of the 2011 Act, PCCs are not required to provide information to their PCPs if disclosure of the information would, in the view of the Chief Constable, be against the interests of national security; might jeopardise the safety of any person, or prejudice the prevention or detection of crime, the apprehension or prosecution of offenders or the administration of justice. Accordingly, the Home Office issued clear guidance in 2012 and 2013 stating that it is a matter for each Chief Constable to determine what operationally sensitive information should be shared with a PCC to enable them to discharge their functions and, in respect of the role of PCPs and the issue of sharing information with them, the guidance goes on to say that "The role of the panels is not to scrutinise the performance of police forces, and it will be for each PCC to determine what information, ultimately, will be shared with the relevant panel."

You will be aware that the 2011 Act placed new duties on PCCs and chief constables to keep opportunities to collaborate under review and to collaborate if it is in the interests of the efficiency or effectiveness of their own or another police force. The 2011 Act also introduced measures to simplify the process for making collaboration agreements and to remove obstacles to effective collaboration. The South East Regional Integrated Policing (SERIP) Programme was established, with Home Office Police Transformation Funding, to ensure that collaboration opportunities were identified and progressed for operational and financial benefits across the region.

Risks to Panels and Commissioners

We note your concern that the PCPs are failing in their statutory duty to effectively scrutinise the decisions and actions of their PCC in relation to regional policing matters and that you request a joint report setting out a range of collaboration information which your PCPs would in turn use to scrutinise each PCC.

Whilst it is acknowledged that a PCC must provide their relevant PCP with any information which the PCP may *reasonably* require in order for the PCP to carry out its functions, we have set out above the qualifications to that duty and, therefore, we do not believe a joint report is necessary or indeed within the remit of a PCP to request. The 2011 Act and the Policing Protocol Order 2011 are clear that it is the role of each PCC to scrutinise and hold to account their Chief Constable, for the performance of their force and how they discharge their duties in relation to all policing matters, including those involving collaborative arrangements.

However we do recognise that the information requested under 1. a. to f. in your letter would be helpful for PCPs to understand and propose that this is provided by our respective offices by sharing each of the relevant Section 22A Collaboration Service Agreements (redacted where necessary) as well as any overarching collaborative

agreement agreed by Police and Crime Commissioners and Chief Constables. Further information on the progress of our collaborative work will of course be contained within our Annual Reports, Medium Term Financial Strategies and of course any significant decisions of public interest published on our respective web sites.

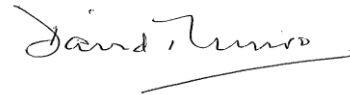
In addition, PCPs will be able to inform themselves on the extent of collaborative work from the relevant HMICFRS inspection reports and our responses, made publicly available, as well as through the performance and accountability processes we each put in place with our chief officer teams.

We trust this clarifies the matter and look forward to continuing to work with you as individual PCP Chairs.

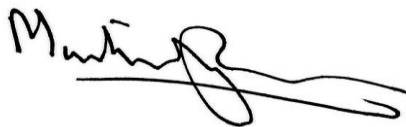
Yours sincerely



Katy Bourne
Sussex Police and Crime
Commissioner



David Munro
Surrey Police and Crime
Commissioner



Michael Lane - Hampshire
Police and Crime
Commissioner



Anthony Stansfeld
Thames Valley Police and
Crime Commissioner

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To:	The Sussex Police & Crime Panel
From:	The Sussex Police & Crime Commissioner
Subject:	South East Regional Integration Partnership
Date:	27 September 2019

1.0 Introduction

- 1.1 This report sets out the role, function and purpose of the South East Regional Integration Partnership (SERIP) and provides information about the Section 22 Collaboration Agreement which sets out the proposed approach for police collaboration and transformation in the South East region.
- 1.2 This report also provides a summary of the Terms of Reference for the Partnership Board, together with information about its composition and the accountability arrangements in place to monitor performance in this area.

2.0 South East Regional Integration Partnership

- 2.1 The SERIP is an ambitious regional programme which seeks to accelerate collaboration and improve policing outcomes across Hampshire, Surrey, Sussex and Thames Valley police force areas.
- 2.2 The Police & Crime Commissioners (PCCs) and Chief Constables for each area formed the SERIP to converge business, process and technical change across the four forces by aligning key policing functions, improving technical systems and standardising processes to deliver substantial benefits.
- 2.3 Over 500 change projects have been identified by SERIP within the areas of: contact management; regional forensics; digital intelligence and investigations; data exchange; interoperability and scalable Enterprise Resource Planning for the police and other emergency services (to automate back-office functions).
- 2.4 The Partnership, funded by the Police Transformation Fund, aims to develop a regional vision and ambition across the four police force areas, in support of the Policing Vision 2025 for England and Wales.

3.0 SERIP Section 22 Collaboration Agreement

- 3.1 The SERIP Section 22 Collaboration Agreement is as an overarching arrangement to establish a common process for delivery of and participation in the various projects and programmes that form part of the Partnership.
- 3.2 The Agreement sets out the proposed approach for the SERIP in respect of police collaboration and transformation and provides a governance framework to consider the regional and national programmes that may be

delivered under the SERIP, together with the behaviours that each area will employ in doing so.

- 3.3 The Collaboration Agreement does not commit any police force area to the adoption of any projects or programmes which may be suitable for regional delivery. Each force has the flexibility to decide which projects or programmes they want to adopt locally.
- 3.4 The PCCs and Chief Constables approved and signed the Collaboration Agreement at the South East Regional meeting on 14 March 2019. The Collaboration Agreement will continue until 31 March 2023, when it will be reviewed again.

4.0 Partnership Board and SERIP Board

- 4.1 The Collaboration Agreement established a Partnership Board which determines the overall strategic vision for SERIP.
- 4.2 The Partnership Board sets the direction for SERIP in respect of the development of collaboration activity between the police force areas and keeps under review, where relevant, collaboration with other emergency services, as required under the Policing and Crime Act 2017.
- 4.3 The Partnership Board is also responsible for monitoring and keeping under review the SERIP objectives and business plan, agreeing decisions and any subsequent communications and managing any disputes or conflict of interests between the partners to ensure the effective delivery of the regional work programme through the management and oversight of the activities of the SERIP Board (see 4.5).
- 4.4 The Partnership Board meets on a quarterly basis and is composed of the four PCCs and four Chief Constables for Hampshire Constabulary, Surrey Police, Sussex Police and Thames Valley Police. The Chair of the SERIP Board and the SERIP Programme Director also attend, together with any other business leads, as necessary.
- 4.5 As referred to in 4.3, the SERIP Board sets, sequences and prioritises the regional work programme, together with monitoring delivery and ensuring that the change projects identified deliver the anticipated efficiency savings. The SERIP Board meets on a six-weekly basis and reports into the Partnership Board.

5.0 Accountability Framework

- 5.1 Outside of the Partnership Board accountability framework, the progress made by SERIP is formally reported back to the Home Office, via the Police Transformation Fund.
- 5.2 The collaborative progress made in respect of streamlining, improving and standardising key policing functions, technology systems and processes is also reported to the Joint Audit Committees for each of the four police force areas.
- 5.3 In addition, Her Majesty's Inspectorate of Constabulary and Fire & Rescue Service (HMICFRS) recognised that "the Force is working with others to become more efficient" through SERIP in the 'Efficiency' strand of their

2017/18 annual inspection into Police Effectiveness, Efficiency and Legitimacy (PEEL).

- 5.4 The HMICFRS report can be viewed through the following link:
www.justiceinspectorates.gov.uk/hmicfrs/wp-content/uploads/peel-police-efficiency-2017-sussex.pdf

Mark Streater
Chief Executive & Monitoring Officer
Office of the Sussex Police & Crime Commissioner

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Private & Confidential

Dated 14 March 2019

- POLICE & CRIME COMMISSIONER FOR HAMPSHIRE** (1)
AND
CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY (2)
AND
POLICE & CRIME COMMISSIONER FOR SURREY (3)
AND
CHIEF CONSTABLE OF SURREY POLICE (4)
AND
POLICE & CRIME COMMISSIONER FOR SUSSEX (5)
AND
CHIEF CONSTABLE OF SUSSEX POLICE (6)
AND
POLICE & CRIME COMMISSIONER FOR THAMES VALLEY (7)
AND
CHIEF CONSTABLE OF THAMES VALLEY POLICE (8)

COLLABORATION AGREEMENT

**relating to South Eastern Regional Integrated
Policing (SERIP)**

Weightmans LLP

Hallmark Building

105 Fenchurch Street

London EC3

Tel: 020 7822 1900

Fax: 020 7822 1901

THIS AGREEMENT is made on 14 March

2019

BETWEEN:

- (1) POLICE & CRIME COMMISSIONER FOR HAMPSHIRE
- (2) CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY
- (3) POLICE & CRIME COMMISSIONER FOR SURREY
- (4) CHIEF CONSTABLE OF SURREY POLICE
- (5) POLICE & CRIME COMMISSIONER FOR SUSSEX
- (6) CHIEF CONSTABLE OF SUSSEX POLICE
- (7) POLICE & CRIME COMMISSIONER FOR THAMES VALLEY
- (8) CHIEF CONSTABLE OF THAMES VALLEY POLICE

RECITALS:

- (A) The Parties wish to set out their approach to the national and regional Programme for Police collaboration and transformation developed by the Home Office and National Police Chiefs Council under the title South Eastern Regional Integrated Policing (SERIP)
- (B) In addition to the national and regional Programme the parties intend to co-ordinate their approach to force level or bi-lateral change Programmes that may be required as a preparatory aspect to any Programme or Programme to transform force operating models
- (C) The parties are focused upon building on the success of other collaboration Programmes between the parties to ameliorate the impact of reduced budgets, meet imposed savings targets and enhance operational efficiency and effectiveness.
- (D) This Agreement is intended as an umbrella agreement to govern delivery by the parties of the Programmes. The Partners have agreed to establish a SERIP consortium which will be subject to joint governance by the Partners in accordance with this Agreement. The Partners agree that pursuant to this Agreement they shall consider potential Programmes for delivery

and governance within SERIP and agree to the transfer of the projects to the consortium as agreed.

- (E) The Programmes that are under consideration are those set out in Schedule 1 or as otherwise agreed between the parties. Upon agreement by the parties to the acceptance of a Programme it will become adopted for delivery by the consortium by way of the process set out at Schedule 1, Part 2 of the Agreement.
- (F) The Partners have agreed that the SERIP Consortium's governance arrangements will reflect those set out in Clause 4 (Proceedings of the Partnership Board), Schedule 3 (Reserved Matters) and Schedule 4 (SERIP Board Terms of Reference) below.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided:

Best for Programme such approach and actions as are overall best for the achievement of the SERIP Objectives, subject to compliance with the Consortium Principles;

Business Day a day other than Saturday, Sunday and public holidays when banks generally are open for non-automated business in London;

Confidential Information (a) the existence or terms of the this Agreement;

(b) any information relating to the Partners, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of any Party; and

(c) the Information and any other information developed by any Party in performing its obligations under, or otherwise pursuant to, this Agreement;

Consortium Principles	the design principles underpinning Partners' approach to the Programmes and their participation in the Consortium, as set out in Part 1 of Schedule 2;
Documentation	any documentation specified in this Agreement to be provided by one Party to the others in the performance of this Agreement and which is created in connection with this Agreement;
Effective Date	the date of signature of this Agreement by all Parties;
Good Industry Practice	the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Intellectual Property	any and all Intellectual Property Rights subsisting in the Materials
Intellectual Property Rights	copyright, patents, know-how, trade secrets, trade marks, trade names, design right, get-up, database right, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the Party licensing those rights or its licensor are or may be entitled; and (f) wherever existing;

Materials	any methods, information, goods, products or any other materials developed, created or supplied by a Party to the others under this Agreement;
National Programmes	the national Programmes and projects identified for potential collaboration between the parties (and others) as set out in Part 1 of Schedule 1
Partner	a member of the SERIP Consortium;
Parties	the Parties to this Agreement;
Partnership Board	the board consisting of one nominated representative of each of the Partners as set out in Clause 3;
Programme(s)	any national or regional Programme set out in Schedule 1 Part 1 which is accepted and adopted for delivery by the consortium by way of the process set out at Schedule 1 Part 2 ;
Programme Documents	the documents that are completed by the parties to formalise the operation of a specific Programme including any Programme Accession Agreement
Programme Accession Agreement	Means the agreements at Schedule 5 to this Agreement and similar such Agreements concluded from time to time during the term of this Agreement in respect of other Programmes pursuant to Schedule 1, Part 2.
Programme Implementation Plan	a plan as set out in clause 2.5 of Schedule 4
Regional Programmes	the regional Programmes and projects identified for potential collaboration between the parties as set out in Part 2 of Schedule 1
Representative	has the meaning set out in Clause 3.10;

Reserved Matters	the matters which are reserved for the decision of the Partnership Board as set out in Schedule 3;
SERIP Business Plan	the business plan to be agreed annually by the Partnership Board towards the delivery of the SERIP Objectives
SERIP Consortium	the Partners hereto plus any others added pursuant to the provisions of Clause 2.4;
SERIP Objectives	the objectives set out in Part 2 Schedule 2
SERIP Board Terms of Reference	the terms of reference and conduct set out in Schedule 4
SERIP Programme Management Groups	the management groups appointed by the Partnership Board as set out in Clause 3 for managing the Programmes,

1.2 Unless the context otherwise requires:

- (a) each gender includes the others and the singular includes the plural and vice versa;
- (b) references to clauses, schedules or appendices are to clauses, schedules or appendices of this Agreement;
- (c) references to this Agreement include its schedule and appendices, and to all as amended from time to time;
- (d) references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- (e) clause headings do not affect their interpretation;
- (f) a document is in agreed terms if initialled or signed by the Parties and annexed to this Agreement; and
- (g) writing includes manuscript, telexes, facsimiles, emails and other permanent forms.

- 1.3 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Moreover, where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.4 Any headings to clauses, together with the front cover are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to clauses shall mean the clauses of this Agreement.
- 1.5 Unless otherwise expressly defined in this Agreement, the words used in this Agreement shall bear their natural meaning. The Parties have had equal opportunity to take legal advice and the contra proferentem rule shall not apply to the interpretation of this Agreement.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes" then such list is not to be interpreted as being an exhaustive list. Any such list shall not be treated as excluding any item which might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Parties shall be in writing.
- 1.10 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

- 1.11 Except where an express provision of this Agreement states the contrary, each and every obligation of a Party under this Agreement is to be performed at that Party's cost.
- 1.12 All references to this Agreement include (subject to all relevant approvals) a reference to this Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 SCOPE

- 2.1 The Parties will work together to develop the Programmes in accordance with the Consortium Principles to meet the SERIP Objectives
- 2.2 Each Partner expressly agrees to co-operate with its other Partners in preparing delivering and supporting the Programmes with all due diligence, skill and care. The Partners agree to abide by and use best endeavours to give effect to decisions of the Partnership Board and the SERIP Board.
- 2.3 The Partners shall only undertake such Programmes as are agreed in accordance with the process set out in Schedule 1 Part 2 of this Agreement
- 2.4 The Parties agree that:
- (a) subject to the decision of the Partnership Board, additional forces may be brought in as partners in the Consortium and who will become a party to this Agreement;
 - (b) they will act reasonably in facilitating a new partner of the Consortium provided this is in the overall interests of the SERIP Consortium in securing the SERIP Programme Objectives
- 2.5 The Partners do not anticipate that entering into this Agreement will result in an immediate transfer of existing staff from one Partner to another pursuant to TUPE. Relevant Partners shall be responsible for putting in place any secondment arrangements required in respect of delivering the Programmes subject to anything agreed to the contrary in the Programme Documents.
- 2.6 Unless otherwise agreed in writing by the Partnership Board or in the Programme Documents, each Partner shall manage any changes in its workforce that occur over the term of the Programmes without detriment to the other Partners and, shall be responsible for all and any employment-related costs and liabilities accruing to its business howsoever such costs arise.

3 CONSORTIUM GOVERNANCE STRUCTURE AND RESPONSIBILITIES

3.1 The Partners wish to develop manage and deliver the Programmes in a collaborative way and act as partners, subject to Consortium Principles.

3.2 The Partners agree that each of them will in respect of each Programme:

- (a) nominate and maintain a Programme Lead for the purposes of managing the development and implementation of the Programme
- (b) act at all times in accordance with the principles of good information governance, all standards and quality requirements laid down by United Kingdom Accreditation Service (UKAS), all relevant ISO accreditation standards, all relevant Law, good practice, recommendations and/or guidance which amend and/or supersede those set out in this Clause 3.2,
- (c) act at all times in the best interests of the public;
- (d) act in accordance with and procure that anyone associated with the Parties or the delivery of the Services will act in accordance with the principles laid out in Schedule 2 to this Agreement.

3.3 The Partners shall establish the following boards:

- (a) the Partnership Board who shall:
 - (i) have overall responsibility for the delivery of the SERIP Objectives and shall be required to make strategic and high-level management decisions in respect of approving:
 - (A) the overall SERIP Consortium strategy; and
 - (B) the individual Programmes to be adopted by the Consortium by the execution of Programme Accession Agreements
 - (ii) maintain oversight of the SERIP Board
 - (iii) make decisions on the Reserved Matters

- (b) the SERIP Board who shall:
 - (i) carry out the activities delegated to it by the Partnership Board as set out in the SERIP Board Terms of Reference including the preparation of business cases and Programme development plans for accession to the Consortium
 - (ii) have overall management of delivery, quality and performance of the Programmes
 - (iii) report to the Partnership Board on its activities.

- 3.4 The SERIP Board will also establish SERIP Programme Management Groups to further delegate responsibility for the day-to-day operation of development and delivery of each of the Programmes. The SERIP Programme Management Groups will be the main forum for setting the detailed objectives and KPIs for each Programme including but not limited to:
 - (a) reviewing the options for the most appropriate structure or organisational form for delivering the Programme which shall include consideration of contractual and (where appropriate) corporate forms;
 - (b) identifying specific requirements for resourcing including prioritisation of activities and solutions on a Best for Programme basis; and
 - (c) calculating any investment or capital required to secure and support the delivery of the Programme objectives.

- 3.5 Each SERIP Programme Management Group will be responsible for delivering the activities identified in clause 3.4 in accordance with the timetables, high level parameters and directions issued by the SERIP Board and will report to the SERIP Board with their recommendations in a concise and timely fashion such report setting out the options and their recommendations to include any material policy, legal or financial issues pertaining to the Programme

- 3.6 The Partners agree to:
 - (a) participate in the Partnership Board, the SERIP Board, and the SERIP Programme Management Groups in accordance with the provisions of this Agreement and all relevant terms of reference as may be varied from time to time;

- (b) develop their respective operational and organisational governance arrangements by mutual agreement for the purpose of delivering the Programmes; and
- (c) review these arrangements, including this Consortium Agreement, as part of the business of the Partnership Board,

in each case to enable the parties to deliver the SERIP Objectives.

The Partnership Board

3.7 The purpose of the Partnership Board is to ensure that each Partner is represented appropriately in order to fulfil the requirements of the SERIP Objectives and the obligations under this Consortium Agreement. The business of the Partnership Board shall include:

- (a) ensuring the effective delivery of the Programmes through management and oversight of the activities of the SERIP Board
- (b) monitoring and keeping under review the SERIP Objectives and the SERIP Business Plan
- (c) making decisions on the Reserved Matters;
- (d) determining the SERIP Consortium's overall strategy in respect of development of collaboration activity between Police forces and keeping under review (where relevant) collaboration with other emergency services as required under the Policing & Crime Act 2017,
- (e) agreeing any decisions and communication with the Home Office or other parties that is likely to have material impact upon performance and relationships with other stakeholders in the Programmes and of the Partners;
- (f) managing any disputes between the Partners and any conflicts of interest in accordance with the provisions of Clause 9.
- (g) varying as appropriate the SERIP Board Terms of Reference.
- (h) making decisions as to Programmes to be accepted into the consortium by way of Accession Agreements as per Schedule 1, Part 2.

- (i) exercising the functions of the Regional Governance Board under other existing or future collaboration agreements between the Parties. The Parties agree that the terms of this Agreement shall apply to the conduct of such business and that such terms will supersede or replace any existing terms of reference for the Regional Governance Board. The Parties note and acknowledge that where existing regional agreements include the Chief Constable of Kent Police and the Police and Commissioner for Kent (“the Kent Parties”), the foregoing provisions of this sub-paragraph shall only have effect with the agreement of such Kent Parties.

- (j) The Partnership Board shall comprise one duly authorised and sufficiently senior representative of each Partner (each a ‘**Board Member**’) who undertake to be available and who have sufficient delegated authority to make decisions for and vote on behalf of their organisation to ensure that material decisions can be made by the Partnership Board and enacted in a speedy and timely manner to meet the requirements of the SERIP Objectives and this Agreement BUT this shall not prevent other relevant officers and personnel from being able to attend the Partnership Board meeting where their attendance is required to progress the business of the Partnership Board.. The limits of that authority will be recorded in their respective schemes of delegation

The SERIP Board

- 3.8 The purpose of the SERIP Board is to carry out the following tasks and also carry out those functions set out in the SERIP Board Terms of Reference including:
- (a) Preparation and oversight of business case or implementation plan development for Programmes and projects
 - (b) Detailed monitoring of the delivery of the Consortium's progress in developing and completing the Programmes
 - (c) the performance of the Programmes against key performance indicators,
 - (d) approving the following key SERIP Consortium documents (where applicable):
 - (i) Programme key performance Indicators;

- (ii) Any standard operating procedures related to the Programmes;
- (iii) Programmes risk register;
- (iv) Programme Implementation Plan;

3.9 The SERIP Board shall comprise the following sixteen (16) authorised and suitably senior personnel who shall be appointed by the Partnership Board and shall have the following roles:

- (a) Deputy Chief Constable (x4)
- (b) Chief Constable's Chief Finance Officer (x4)
- (c) Chief Information Officer (x2)
- (d) Head of Change (x3)
- (e) ACC, SEROCU
- (f) SERIP Director, CTO or PMO (x2)

(each a "**Representative**") who undertake to be available and who have sufficient knowledge and expertise to review and discuss matters that are consistent with the SERIP Board Terms of Reference and to consider them in a speedy and timely manner to meet the requirements of the SERIP Objectives and this Agreement PROVIDED ALWAYS it is acknowledged that in terms of decision making by the SERIP Board only the four Deputy Chief Constables shall have a vote and all decisions shall require unanimity

3.10 Each Partner further agrees to:

- (a) give as much advance notice of matters that they propose raising as part of the business of the Partnership Board, the SERIP Board and the SERIP Programme Management Groups as early as is reasonably possible, to allow Partners or Representatives (as applicable) to seek views and any necessary approvals or authority from their individual organisations and stakeholders;
- (b) ensure, to the extent permissible under the appropriate individual constitutions and authorisations and the requirements of Clause 6, that the Representatives have

appropriate levels of delegated authority in order to consider and determine issues at meetings of the SERIP Board and that their Board Members have appropriate levels of delegated authority in order to consider and determine issues at meetings of the Partnership Board and such delegated authority is recorded in the relevant scheme of delegation, and reviewed not less than annually;

- (c) require any Reserved Matters to be referred to the Partnership Board to allow the Partner's governing body to consider in accordance with its governance arrangements.

- 3.11 Each of the Partners shall ensure one of their Board Members attends the meetings of the Partnership Board.
- 3.12 The Partnership Board shall ensure that the Representatives and other members of the SERIP Board will act in accordance with the requirements of Schedule 2 to this Agreement.
- 3.13 The SERIP Board shall not make any decisions reserved to the Partnership Board. For all other decisions, the SERIP Board will not take any action without the unanimous agreement of all the four Deputy Chief Constables.. In the event of a dispute between the members of the SERIP Board, the matter will be dealt with in accordance with the provisions of Clause 9.
- 3.14 The SERIP Board will delegate responsibility for managing the delivery of the Programmes to the SERIP Programme Management Groups, and ensure that appropriate schemes of delegation are in place to permit such delegation and enable the SERIP Programme Management Groups to manage the delivery of the Programmes effectively.

The SERIP Programme Management Groups

- 3.15 The SERIP Programme Management Groups will be responsible for the day-to-day operations and performance of their respective Programmes. The business of the SERIP Programme Management Groups shall include:
 - (a) Developing and analysing the operating model for delivery of the Programme on a Best for Programme basis;
 - (b) Assisting the SERIP Board in delivering a business case for the preferred operating model for delivery of the Programme to the Partnership Board setting out a detailed risk/benefit analysis and the inputs required from each Partner including any financial or technical support required;

- (c) Developing a system for monitoring the performance of the Programme including key performance indicators, and including generating all associated monthly reports that are required to be submitted to the Partnership Board;
 - (d) monitoring and managing service quality, including addressing any issues as they arise in relation to delivery of the Programme against key performance indicators;
 - (e) as necessary, recommending changes in the Consortium's approach to delivery of the Programme consistent with the SERIP Objectives to the SERIP Board;
 - (f) considering feedback from review meetings with the Partnership Board;
 - (g) establishing, reviewing and acting upon a Programme risk register; and
 - (h) where applicable receiving reports on progress against the Programme's annual plan and key performance indicators, and advising the Partners on remedial action in case of material issues;
 - (i) escalating to the SERIP Board any issues that cannot be resolved by the SERIP Programme Management Group, including any issues that involve or might reasonably be considered to involve Reserved Matters;
- 3.16 The SERIP Board will agree the terms of reference and membership of each SERIP Programme Management Group and approve the chair. The SERIP Programme Management Groups shall meet monthly or at such other intervals relevant to the Programme as directed by the Partnership Board. It will be chaired by a Senior Responsible Officer (SRO) who will be agreed by the SERIP Board,
- 3.17 All decisions of each SERIP Programme Management Groups shall require a simple majority to reach agreement. Where the SERIP Programme Management Group cannot reach a majority and are deadlocked on a matter, it shall be referred to the SERIP Board for consideration and resolution, including if necessary referring the matter to dispute resolution.
- 3.18 To enable the parties to maximise the benefits of their collaboration, each Partner shall at all levels of governance:
- (a) engage the other Partners in planning discussions in relation to each Programme from time to time;

- (b) keep the other Partners informed about its own progress in relation to each Programme; and
 - (c) facilitate regular discussions between appropriate members of its personnel and those of the other Partners together with the Partnership Board, the SERIP Board and the SERIP Programme Management Group in relation to each Programme, including in relation to:
 - (i) performance and issues of concern in relation to each Programme;
 - (ii) new developments and resource requirements;
 - (iii) compliance with deadlines; and
 - (iv) such other matters as may be agreed between the parties from time to time.
- 3.19 Each Partner shall:
- (a) supply to the other Partners information and assistance reasonably requested by it relating to a Programme as is necessary to enable the other Partner(s) to perform their own obligations in relation to the Programme; and
 - (b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a Programme (if any), as soon as reasonably practicable at the request of the other Partner(s), and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

4 PROCEEDINGS OF THE PARTNERSHIP BOARD AND SERIP BOARD

- 4.1 The Partnership Board and the SERIP Board shall each regulate its proceedings in accordance with this Clause 4, and the SERIP Board shall comply with the SERIP Board Terms of Reference.
- 4.2 No matter shall be decided at any meeting unless a quorum is present. A quorum shall not be present unless there are all four Deputy Chief Constables in attendance (or a duly authorised nominee to act as proxy) at a meeting of the SERIP Board and at least one Board Member for each Partner at a Partnership Board Meeting

- 4.3 Any meeting may consist of a conference call where attendees cannot all be in one place, but each of whom is able directly or by telephonic or video communication to speak to each of the others, and to be heard by each of the others simultaneously.
- 4.4 In relation to making a decision on any given matter the Board Members of the Partnership Board or the Representatives on the SERIP Board may agree to dispense with a meeting where it is not possible to hold a meeting but may make a decision by agreement in writing provided that all parties eligible to attend are duly notified and give their consent.
- 4.5 Each Board Member (in the case of a Partnership Board meeting) or Deputy Chief Constable (in the case of a SERIP Board meeting) shall have one vote (unless conflicted) and shall exercise that vote on a Best for Programme basis. Decisions must be made unanimously.
- 4.6 The chair of the Partnership Board will be appointed by agreement of the Partnership Board and the first chair shall be the PCC for Surrey for a term of one (1) year from the date hereof and thereafter a new chair shall be appointed in each case for a term of one (1) year unless otherwise agreed by the Partners
- The chair of the SERIP Board will be appointed by agreement of the Partnership Board and the first chair shall be the Deputy Chief Constable of Thames Valley Police for a term of one (1) year from the date hereof and thereafter a new chair shall be appointed in each case for a term of one (1) year unless otherwise agreed by the Partners
- 4.7 A Board Member (in the case of a Partnership Board meeting) or Deputy Chief Constable (in the case of a SERIP Board meeting) may by written notice to the meeting appoint a proxy to attend and vote on that representative's behalf.
- 4.8 The scope and types of Programme to be considered by the Consortium under this Agreement will be agreed by the Partnership Board in line with the process set out in Schedule 1, Part 2.

5 DURATION

- 5.1 This Agreement shall commence on and take effect from the date at the head of this Agreement and shall continue until 31 March 2023 when it will expire unless terminated on earlier of:
- (a) this Agreement being superseded;

- (b) the Agreement being terminated under Clause 8.

6 PARTICIPATION AND PROGRAMME MANAGEMENT

6.1 Each Partner shall:

- (a) ensure it has all necessary powers, rights, regulatory licences and consents, and means to deliver its commitments under this Agreement;
- (b) obtain the stakeholder and board approvals necessary to enable completion of its respective obligations;

6.2 Each Partner acknowledges and agrees that it is responsible for its own estates, including any new locations from which collaboration activities are delivered whether in whole or in part, and any costs or contractual considerations or lease requirements that are associated with such locations; save as otherwise agreed by the Partners under the provisions of any Programme Documents, and save as otherwise expressly agreed between individual Partners

6.3 If a Partner becomes aware of any actual or potential conflict of interest which is likely to have an adverse effect on its ability to properly perform its obligations under this Agreement that Partner shall immediately notify the Partnership Board of the actual or potential conflict of interest. The Partnership Board shall determine whether a conflict of interest exists by reference to whether a member of the public with knowledge of the relevant facts would reasonably consider the interest so significant it would likely prejudice judgement on the decision. Where the Partner or the Partnership Board considers that a conflict of interest exists, the Partner shall withdraw from the relevant decision and, where permitted by law, shall arrange for the decision to be delegated to another person. For the avoidance of doubt, a Partner shall not be considered to have a conflict of interest in a matter by reason of his/her exercising the functions of his/her office.

6.4 Each Partner undertakes that it shall:

- (a) comply with all applicable laws, statutes, regulations, and guidance relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with Clause 6.4(a) above;

7 LIABILITY AND INDEMNITY

7.1 Nothing in this Agreement excludes or limits a Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot legally be excluded or limited.

7.2 Subject to Clause 7.1, without prejudice to the foregoing no Partner is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any:

- (a) loss of business;
- (b) loss of profits;
- (c) loss of reputation or goodwill; or
- (d) loss of use; or
- (e) loss of production; or increased operating costs; or
- (f) loss of business opportunity; or
- (g) loss of anticipated savings;

in every case whether direct or indirect, or for any indirect, special or consequential loss or damage.

8 TERMINATION AND CONSEQUENCES OF TERMINATION

8.1 Any Partner (being the Withdrawing Party) shall be entitled to terminate their participation in this Agreement by serving notice in writing of not less than twelve (12) months (a "Unilateral Withdrawal Notice") on the other Parties. A Unilateral Withdrawal Notice shall not terminate this Agreement in whole but shall remove the Withdrawing Party from the Agreement.

Following a Party withdrawing from this Agreement, this Agreement will continue in full force and effect with the remaining Parties.

8.2 The Parties may mutually and unanimously agree to terminate this Agreement, in whole or in part at any time.

8.3 If a Unilateral Withdrawal Notice is served, or if the Parties mutually and unanimously agree to terminate this Agreement, the Parties shall use reasonable endeavours to agree as soon as practicable such measures which shall form an 'Exit Plan' setting out how the arrangements considered in this Agreement will be ended.

8.4 Where a Partner (being a "**Defaulting Partner**"):

(a)

(i) either commits a material breach of any of its obligations under this Agreement which is incapable of remedy; or

(ii) commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist;

the Partnership Board (excluding the Defaulting Representative[s]) shall consider what steps are appropriate, given the nature of the default and its impact on the delivery of the Programmes. One of the steps that the Partnership Board may take is the termination of the Defaulting Partner's membership of the Consortium, subject to giving twelve (12) months' notice in writing to the other Partners.

8.5 The termination of this Agreement for any reason whatsoever will be without prejudice to the rights and remedies of any Partner which may have accrued to that Partner up to the date of termination

8.6 Termination of a Defaulting Partner's participation in this Agreement under clause 8.4 as far as an individual party is concerned shall not cause this Agreement to wholly terminate and shall only withdraw the Withdrawing Partner or the Defaulting Partner (as the context shall require) from this Agreement

8.7 On termination of this Agreement for any reason whatsoever:

- (a) any provision of the Programme Documents which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (b) the Partner shall immediately return to the other Partners as applicable (or at the written request of the relevant other Partner, destroy) all of the other Partner's Confidential Information, together with all copies of such Confidential Information and shall make no further use of such Confidential Information;
- (c) if a Partner is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by clause 8.7(b), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain.

9 DISPUTE RESOLUTION

- 9.1 The provisions of this Clause 9 shall not apply when any Party seeks an injunction relating to a matter arising in respect of Clause 10.
- 9.2 In the event of any dispute between the Parties arising out of, or in connection with, forming the SERIP Consortium and/or this Agreement, the Parties will in the first instance escalate the issue internally in accordance with the governance structure set out in this Agreement, which shall for the avoidance of doubt involve escalation from the SERIP Programme Management Groups to the SERIP Board or from the SERIP Board to the Partnership Board as applicable.
- 9.3 If a dispute is not settled under Clause 9.2, it will be referred to the chief executives of each relevant Partner Police and Crime Commissioner and to the Deputy Chief Constables of each relevant Partner Force. Where practicable, no Party in dispute shall be represented by the same individual at different levels of escalation.
- 9.4 In the event that the chief executives and Deputy Chief Constables are not able to resolve such dispute satisfactorily pursuant to Clause 9.3, subject always to Clause 9.5 the matter will be referred to the Centre for Effective Dispute Resolution (CEDR) for mediation and follow the mediation process of CEDR.
- 9.5 Notwithstanding the provisions of this Clause 9, nothing in this Agreement shall prevent any Party from taking proceedings or seeking remedies before the courts.

10 CONFIDENTIAL INFORMATION

- 10.1 No Partner will, without the other Partners' prior written consent, disclose any Confidential Information.
- 10.2 No Partner will use another Partner's Confidential Information except to the extent that it is necessary for the performance of this Agreement.
- 10.3 Disclosure of Confidential Information may be made to a Partner's officers, employees, professional advisers and consultants and other agents, on condition that the Partner so disclosing Confidential Information ensures the compliance of such officers, employees, professional advisers and consultants and others with the obligations of confidence set out in this clause 10.
- 10.4 Confidential Information does not include information which:
- (a) is or becomes public other than by breach of this Agreement;
 - (b) is independently developed by or becomes available to a Partner independently of any information supplied by another Partner; or
 - (c) is required to be disclosed by law or a regulatory authority.
- 10.5 The provisions of this clause 10 will remain in force for a period of five years from the date of termination of this Agreement.

11 PARTIES

- 11.1 This Agreement is personal to the parties to this Agreement.
- 11.2 A party may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement.
- 11.3 A person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.

- 11.4 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 11.5 No party may pledge the credit of any other party nor represent itself as being the other party nor an agent, partner, employee or representative of any other party and no party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of any other party. Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of any party will be deemed to be or have become an employee of any other party.

12 CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT

12.1 Entire Agreement

- (a) This Agreement and the documents referred to in the Recitals contain the entire agreement between the parties in relation to its subject matter and supersede any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
- (b) The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- (c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- (d) All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- (e) Nothing in this clause 12 will exclude any liability in respect of misrepresentations made fraudulently.

12.2 Severability of provisions

If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

12.3 Waiver

The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the others nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

13 INTELLECTUAL PROPERTY

Save as otherwise agreed by the Partners under the provisions of any Programme Documents, and save as otherwise expressly agreed between individual Partners, no Partner will acquire an interest in the Intellectual Property Rights of another Partner.

14 CONTRACT ADMINISTRATION

14.1 Variation

No purported alteration or variation of this Agreement, including any changes required by the Partnership Board, shall be effective unless it is in writing, refers specifically to this Agreement and is by an authorised signatory of each of the parties to this Agreement.

14.2 Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

14.3 **Further Actions Required**

Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may reasonably be required for the purpose of giving full effect to this Agreement.

14.4 **Notices**

- (a) any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing.
- (b) notices may be served in the ways set out below at the addresses set out at the top of this Agreement or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Agreement and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service;	properly addressed prepaid and posted
e-mail	11.00am on the first Business Day after sending	despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by prepaid first class domestic postal service in the manner set out above. Failure to send a confirmation copy will


Manner of Delivery	Deemed time of delivery	Proof of Service
		invalidate the service of any e-mail transmission

15 GOVERNING LAW AND JURISDICTION


- 15.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

IN WITNESS OF THE ABOVE the parties have signed this Agreement on the date written at the head of this Agreement.

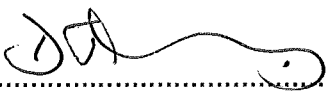
POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE

Signature.....
Name: M G LAMB

CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY

Signature.....
Name: OLIVIA PINKNEY

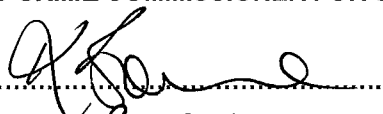
POLICE AND CRIME COMMISSIONER FOR SURREY

Signature.....
Name: DAVID MUNRO

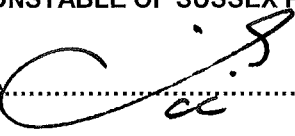
CHIEF CONSTABLE OF SURREY POLICE

Signature.....
Name: Gavin Stephens

POLICE AND CRIME COMMISSIONER FOR SUSSEX

Signature.....
Name: KATY BOURNE

CHIEF CONSTABLE OF SUSSEX POLICE

Signature.....
Name: Gareth York

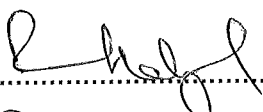
POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY

Signature.....

Name:

Date: 14-3-19.

CHIEF CONSTABLE OF THAMES VALLEY POLICE

Signature.....

Name: Francis HARGREAVES

SCHEDULE 1

PROGRAMMES

The Partners will consider for adoption and implementation the National Programmes and Regional Programmes set out in Part 1 of this Schedule 1 and any other Programme in accordance with clauses 1.5-1.6 of Part 2 of Schedule 1. To this end the parties acknowledge that National and Regional Programmes may evolve or the timescales may change and the National or Regional Programmes set out herein represent the position as at the date hereof. To ensure that the parties may react to changing circumstances the parties may unanimously agree to remove or amend any National or Regional Programmes for consideration as circumstances may require. Programmes shall be accepted in accordance with the approval process set out in Part 2 of this Schedule 1

Part 1

NATIONAL PROGRAMMES

National Programmes		
Programme	Full title	Aims
DPC	Digital Public Contact	<p>Providing a simple, well known and reliable digital contact service between the public and the police that ensures the public are informed and digitally enabled, such as:</p> <ul style="list-style-type: none"> • Reporting and tracking online – helping to improve the police response and quality of victim support • Enabling the public to undertake financial transactions online such as firearms licensing or penalty fines.
DF	Digital First	<p>integrating digitized policing into the reformed Criminal Justice System, delivering the best service to the public:</p> <ul style="list-style-type: none"> • Providing all case file information and evidence, including multimedia, relevant to a criminal prosecution, digitally captured, stored and secured once in a chain of evidential integrity. • Accessibility on demand to all criminal justice partners.
DII	Digital Investigation and Intelligence	<p>Enabling policing to protect the public through preventing and detecting crime in a society that is becoming increasingly digital:</p> <ul style="list-style-type: none"> • Improving the knowledge and skills of frontline officers and staff to address digital crime • Ensuring the specialist capability to respond to cyber-crime. • Building and maintaining capabilities in the fast moving digital environment
SC	Specialist Capabilities	<p>The specialist capabilities Programme aims to make specialist capabilities, like armed policing, surveillance and major investigation, stronger and more affordable</p> <p>It will develop options for new models to support policing in the following areas:</p> <p>Armed; Roads; MI; SV; TSU; Cyber; Intelligence; and proactive</p>

Agenda Item 4
Appendix 4

		investigations
HOB	Home Office Biometrics	The Programme aims to build a unified, integrated biometric service that is effective, adaptable, efficient, proportionate, and lawful. This includes: <ul style="list-style-type: none"> • The ability to search biometrics from mobile platforms • Updates to the Livescan capability • New matching and search capabilities • New bureau tools
TF	Transforming Forensics	Providing new tools for frontline forensics
PS	Productivity Services	The enabling Programmes will deliver a user focused collaborative workspace for policing of tomorrow. It seeks to provide forces with the ability to combine their collective strengths, knowledge, working practices and capabilities.
IAM	Identity and Access Management	IAM is a solution to the business problem of identifying who can do what, when and where. It will enable the right individuals to access the right resources at the right times for the right reasons
NMC	National Management Centre	The NMC will provide a centralised security monitoring and response coordination capability that will provide assurance that the UK's police forces are fore warned and capable of identifying the possibility of cyber attack, insider threat and data loss
ESMCP	Emergency Services Mobile Communication Programme	ESMCP will provide the next generation communication system for the 3 emergency services (police, fire and rescue, and ambulance) and other public safety users. This system will be called the emergency services network (ESN). ESN will provide the next generation integrated critical voice and broadband data services for the 3 emergency services.
NAS	National ANPR Service	NAS will replace NADC and local ANPR systems ensuring continuity of vital services, standard use of ANPR across the country and provide many LEAs with tools to better exploit ANPR and protect the public.
NLEDS	National Law Enforcement Data Services	Providing the next generation platform for law enforcement data services - replacing PND/PNC and providing the capability for mobile access, alerting and analytics.
CAID	Child Abuse Imagery Database	CAID is the roll out of an improved image database that will: <ul style="list-style-type: none"> • helps identify and safeguard victims. • makes investigating Child Sexual Exploitation and Abuse faster and more effective. • supports international efforts to remove images from the Internet.
CCD	Communications Capability Directorate	CCD Programme provides the capabilities for law enforcement to collect CD and LI.
Mercury	Mercury	Mercury Programme is developing the capabilities for the National Digital Exploitation Service. This will provide a national, networked capability across regional CTUs to better exploit digital sources to support investigations.

2. **REGIONAL PROGRAMMES**

The following regional Programmes shall be considered for implementation through the SERIP Consortium

Programme	Work required/ Objectives
Contact Management	Forces use the same contact tools and processes with coordinated investment in online contact, laying the foundation for regional services such as online reporting and estates rationalisation. This will improve public contact, allow better operational decision making and deliver efficiencies.
Enterprise Resource Planning	To secure a platform that is an effective enabling solution for business support services within the region and more widely, enhancing interoperability and collaboration, both within policing and across other emergency services.
Single Regional Instance of NicheRMS	A single regional instance of the four forces' core Records Management System, allowing for better operational decision-making and rationalised and more efficient IT, and enabling wider organisational benefits through regional provision of services.
DEMS	To ensure there is a regional solution, linked to NicheRMS, which allows for operational benefits to allow officers and staff to use digital evidence more effectively, and financial benefits through regional economies of scale.
Regional Mobile Policing	To achieve an alignment of the regional mobile policing programmes, giving economies of scale and richer information to front-line officers and staff.

In addition to the core Regional Programmes, there are also a wider set of change activities that may be taken forward from the date of this Agreement to deliver collaboration benefits. Some of these are already in progress in bilateral initiatives and the additional activity will involve regional alignment by the Partners to reduce delivery costs.

Part 2: DEVELOPING AND ACCEPTING PROGRAMMES INTO THE CONSORTIUM

1. PROPOSALS AND PROGRAMMES

- 1.1 Any proposed Programme whether it is one contained within Part 1 of this Schedule or a new Programme or considered under the proposal process in clauses 1.5- 1.6 below may only be adopted as part of the business of SERIP under this Agreement upon conclusion of a Programme Accession Agreement in the form attached at Schedule 5 or in such other form as may be agreed by the Partnership Board
- 1.2 In order for the Programme Accession Agreement to be properly concluded it must be approved and executed by the Partnership Board pursuant to clause 3.3 following the process set out in the SERIP Board Terms of reference.
- 1.3 When a Programme is added to the consortium in accordance with this Schedule the Programme Accession Agreement shall as a minimum specify the required model for delivery, shall set out whether a further more detailed agreement is required for the implementation of the Programme, the further transfer date and the agreed terms relating to transfer of staff, assets and contracts (where appropriate) and the apportionment of costs and liabilities (if applicable).
- 1.4 The Partners agree that the terms of clauses 1.5 and 1.6 below shall apply when a party (**proposing party**) wishes to propose to the other parties (**receiving party**) a new Programme falling within the scope of the SERIP Objectives.
- 1.5 A proposal to consider the viability of a new Programme or project which isn't one contained in Part 1 of Schedule 1 shall be made by any party submitting a proposal for a proposed Programme falling within the scope of the SERIP Objectives to the Partnership Board at any time, and such proposal shall contain high level details of the proposed Programme in writing.
- 1.6 The Partnership Board shall discuss whether they wish to formalise the proposal so that it becomes a Programme for development and consideration by the SERIP Board and shall notify the SERIP Board if they decide that the proposal is to be subject to further investigation and development as a Programme or project

SCHEDULE 2

PRINCIPLES AND OBJECTIVES

Part 1: Consortium Principles

1. The following design principles will be applied by the Partners to help guide decisions of the Partnership Board on when the Partners should collaborate or when a function is best delivered locally. The table below sets out the proposed design principles for the region and the required approach to each Programme.

Collaboration drivers	Regional collaboration must deliver benefit for operational effectiveness (including resilience) and/or efficiencies
Clear governance	There will be clear and empowered governance to drive forward regional Programmes and run future operational units
Technology integration	Core IT systems and services will be standardised across the region where possible
Affordability	Regional Collaboration takes place in a challenging financial environment and solutions need to demonstrate clear and proportionate financial and operational benefits
Process standardisation	Core business process will be standardised where possible across the region to realise the benefits of integrated IT and promote best practice
Retaining local functions	Forces retain local functions where there is a strong link to a geographic response or the need for direct face to face public engagement and/or local partnership arrangements
Capability development	Forces use the best solutions that others have developed (nationally, regionally or in other force areas) to avoid duplicate activity and investment.
Benefit and cost transparency	Regional services will support local priorities, providing transparency of cost and performance
Transactional activities	Transactional activities or those that can be automated will be considered for delivery through more integrated regional services that promote best practice and provide economies of scale
Self service	New regional ways of working will focus on increasing self-service for staff/officers and the public rather than developing central bureaucracies
Integrated leadership	Senior leadership will be integrated across the region where it is required to mandate best practice standards and reduce costs

2. The following principles and behaviours will also be adopted by the Partners at all times:

Best for Programme – to act in a way that is overall best for delivering the SERIP Objectives.

Altruism - Partners should never improperly seek or confer an advantage or disadvantage on any person or organisation or Partner, and should act in a manner that ensures that the SERIP Objectives are carried out.

Honesty and Integrity – Partners should not place themselves in situations where their honesty and integrity may be questioned, nor behave improperly.

Objectivity – Partners will make decisions without prejudice and on merit, including when making appointments, awarding contracts, or recommending individuals for rewards or benefits.

Openness and transparency – Partners will be open and transparent about their actions and those of the organisation they represent, including but not limited to providing reasons for actions that affect any matters within the scope of this Agreement.

Personal Judgment – Partners may take account of the views of other Partners, but should reach their own conclusions on the issues before them and act in accordance with those conclusions.

Duty to Act Properly – Partners should uphold the law and, on all occasions, act in accordance with Good Industry Practice.

Stewardship - Partners will do whatever they are able to ensure that the organisation they represent authorises use of their resources prudently and in accordance with the law.

Leadership – Partners will promote and support these principles by leadership, and by example, and will act in a way that secures or preserves the trust and confidence of the Consortium, and the public.

Part 2: SERIP OBJECTIVES

1. The following ambition statements provide the SERIP Objectives for the region under the terms of this Agreement. The ambition is designed to provide a clear direction and enable work to take place that will produce and deliver specific business cases for any proposed changes.

The SERIP Objectives comprise..

- a) **Contact Management** - Forces use the same contact tools and processes as soon as practicable with a single regional leadership structure and coordinated investment in online contact, laying the foundation for regional services such as online reporting and estates rationalisation. This will improve public contact, allow better operational decision making and deliver efficiencies
- b) **Support Services** - Shared business services and centres of excellence are provided regionally and to partners whilst retaining locally deployed business partners where required, realising significant financial savings and improving operational service. As an interim step as soon as practicable, SY/SX/TV all use ERP with standard processes and the potential to move towards a more integrated shared business service model with a potential route for Hampshire to join.
- c) **Criminal Justice (CJ)** - Forces retain a core CJ function to support local partnerships and victim/ offender engagement with regional services provided for transactional CJ functions using aligned information systems by 2025. This will provide more efficient ways of working whilst improving criminal justice outcomes.
- d) **Custody** - Retain a custody function in each force with a regional approach to training and policy along with aligned contracts and information systems by 2021. This will enable greater resilience across the region and permit a thorough appraisal of potential savings in recognition of falling custody volumes.
- e) **Intelligence** - Retain a tiered intelligence model for local, regional and national, providing access to data across the region through the same information systems as soon as is practicable. Transactional services and new digital functions provided regionally by 2025. This will enhance operational decision making and allow forces to maintain current intelligence service provisions.

- f) **Forensics** – Provision of a national forensic service providing regional services with locally deployed CSI/SOCO by 2025. An earlier interim delivery of a regional Fingerprints Bureau and other specialist services to be considered prior to a national solution. This will deliver efficiencies without impacting on operational activity.

- g) **Specialist crime** - Retain standardised specialist crime functions in each force operating as a network across the region with some support services provided regionally by 2021. This will provide efficiencies without impacting on operational effectiveness.

- h) **Uniformed Operations** - Forces continue to deliver armed and roads policing through bi-lateral collaboration whilst exploring opportunities to provide training, procurement and some specialist units regionally by 2020. This will deliver efficiencies without impacting on service delivery.

- i) **IT** - Provide integrated IT services to support single regional tools/ products/services and co-ordinate investment in new capabilities by 2021, building the foundation for further consolidation of IT services by 2025. This allows the region to keep pace with technological advancements in support of policing at a lower cost.

SCHEDULE 3

Reserved Matters

- 1 The following matters are reserved for the decision of the Partnership Board and may not be taken by the SERIP Board:
 - 1.1 any change in the scope of work being undertaken by the SERIP Consortium
 - 1.2 any material changes to this Agreement
 - 1.3 the admission of a new Partner to the Consortium;
 - 1.4 a decision in relation to any Programme to enter into any material contract or arrangement of a long term or unusual nature;
 - 1.5 a decision in relation to a Programme to incur any item or items of capital expenditure in excess of the sum agreed by the Partners in the Programme Documents in aggregate in any single financial year reference period
 - 1.6 the sale or disposal or purchase or acquisition of any freehold or leasehold property or any interest therein in connection with a Programme save as may already provided for in a separate agreement
 - 1.7 borrowing or lending in connection with a Programme or the giving of any guarantee or undertaking in relation to a Programme in respect of sums in aggregate exceeding the sum agreed by the Partners in the Programme Documents
 - 1.8 any decision for the Partners to enter into a partnership or joint venture or other income or profit sharing arrangement with any person;
 - 1.9 the formation of any company or LLP;
 - 1.10 the sale, transfer, lease, licence or other disposal of all or a material part of a material asset in connection with a Programme, by a single transaction or series of transactions whether related or not;
 - 1.11 the making of any payment to, or entering into any material financial transaction or arrangement with, any Partner or any person connected with a Partner;
 - 1.12 any material alterations to any contract or transaction with any of the Partners or persons connected with them or any other persons except on normal arm's length commercial terms
 - 1.13 anything which would cause any Partner to breach the terms of any Programme Document, or any Law

SCHEDULE 4

SERIP Board Terms of Reference

1. SERIP BOARD DUTIES

- 1.1 The Partners shall ensure that the Representatives on the SERIP Board shall at all times:
 - 1.1.1 diligently employ themselves in the delivery of the Programmes and conduct himself in a proper and responsible manner and use his best skill and endeavour to achieve the SERIP Objectives to the greatest advantage of the SERIP Consortium;
 - 1.1.2 comply with all legislation, regulations, professional standards and other provisions as may govern the conduct of the Programmes, the SERIP Consortium and their own organisation;
 - 1.1.3 show the utmost good faith to the other Partners in all transactions relating to the Programmes and all affairs of the SERIP Consortium and shall report to the Partnership Board with a true account of all such dealings; and
 - 1.1.4 inform the Partnership Board without delay on becoming party to any legal proceedings that may affect the Programmes;
- 1.2 Without the prior written consent of the rest of the Partnership Board to whom the SERIP Board reports, no Representative may:
 - 1.2.1 engage in any contract or commitment on behalf of the Partners, except in accordance with the terms of this Agreement or the Programme Documents;
 - 1.2.2 have any dealings with any person, partnership, limited liability partnership or limited company with whom or which the Partnership Board have previously resolved not to deal
 - 1.2.3 engage or dismiss an employee of any other Partner except where authorised to do so;
- 1.3 Subject to the terms of this agreement (in particular the Reserved Matters) and any applicable legislation, and subject to any matter which the SERIP Board may delegate to the SERIP Programme Management Groups, the SERIP Board shall be responsible for the management and control of the Programmes and the affairs of the

SERIP Consortium and shall have the power and authority to do all things necessary to carry out the SERIP Objectives.

- 1.4 In particular, and without prejudice to the generality of the foregoing, the SERIP Board shall procure that each Representative shall remain in office for such period as shall be determined by the Partnership Board acting reasonably.
- 1.5 The Chair of the SERIP Board shall have the right to appoint an alternate for any meeting of the SERIP Board.
- 1.6 Any person who wishes to resign as a Representative shall give written notice of his resignation to the SERIP Board and his resignation shall be effective on the date falling one month after the date of receipt by the SERIP Board of such written notice.
- 1.7 Meetings of the SERIP Board shall be held at least once every six weeks in the first 12 months and thereafter every three months to mirror the frequency of the Partnership Board or such reasonable period as the Partnership Board shall require.
- 1.8 Every meeting of the SERIP Board shall be governed by the following provisions:
 - 1.8.1 a meeting of the SERIP Board may be called by either the Chairman of the SERIP Board or any two Partnership Representatives giving notice of the meeting of at least five Business Days to all Partnership Representatives, specifying the place, day and time of the meeting and a statement of the matters to be discussed at the meeting, provided that valid shorter notice is deemed to have been given if all Representatives attend the meeting or if it is ratified by the Partnership Representatives at a subsequent duly convened meeting;
 - 1.8.2 minutes shall be prepared of all SERIP Board meetings and shall be circulated to all Representatives who shall confirm that they are true and accurate and shall be approved and signed by the chairman of the SERIP Board as evidence of the proceedings.

2. PROGRAMME DEVELOPMENT AND ADOPTION

- 2.1 the SERIP Board shall have primary responsibility for the development of a business case or development plan for the consideration and adoption of each Programme or project
- 2.2 the SERIP Board shall notify the Partnership Board before commencing a business case or development plan for each Programme and shall adopt such recommendations and timescales for delivery of that business case as the Partnership Board shall reasonably require

- 2.3 the SERIP Board shall keep the Partnership Board regularly informed as to progress and if any delay shall arise in the development of any Programme the SERIP Board shall notify the Partnership Board accordingly setting out the reasons for delay
- 2.4 Where it is reasonable to do so the SERIP Board may delegate such activities as they see fit for the preparation of a business case or development plan for a given Programme to a SERIP Programme Management Group who may act as a project board for that Programme provided notification of that fact is given to the Partnership Board
- 2.5 Once the necessary analysis and Programme development has been carried out whether the SERIP Board will set out their recommendations in writing to the Partnership Board stating whether a Programme is to be adopted and the parties involved and such recommendation will include information as to the preferred model for delivery such as whether it will be delivered by contract or through a separate special purpose structure (the Programme Implementation Plan).
- 2.6 If the recommendation to adopt a Programme does not require a special purpose structure or more detailed contract the SERIP Board will prepare a draft Accession Agreement for approval and execution by the Partnership Board
- 2.7 Where a Programme Implementation Plan requires a special purpose structure or detailed supplementary contract the SERIP Board shall prepare a draft Accession Agreement which shall act as a heads of terms for approval by the parties and shall set out the nature of the more detailed arrangements required for delivery setting out the timescales and inputs required to achieve them
- 2.8 Once the recommendations have been approved and the Accession Agreement has been executed by the Partnership Board the SERIP Board will then proceed with delivery of the Programme as set out therein

3. SERIP BOARD RESTRICTIONS

- 3.1 Without the prior written consent of the Partnership Board, the SERIP Board may not:
- 3.1.1 make any other person a partner in the SERIP Consortium;
 - 3.1.2 have dealings with any person, partnership, LLP or limited company with whom or which the Partnership Board have previously resolved not to deal;
 - 3.1.3 engage or dismiss any employee of another Partner.

SCHEDULE 5

SERIP CONSORTIUM PROGRAMME ACCESSION AGREEMENT TEMPLATE

Programme:		Version: 1.0
Author(s):		Date:

1. Status of the Accession Agreement

- 1.1 The Programme Accession Agreement (PAA) is made in accordance with Schedule 1, Part 2 of the South Eastern Regional Integrated Policing Collaboration Agreement between the Police and Crime Commissioner for Hampshire, the Chief Constable of Hampshire Constabulary, the Police and Crime Commissioner for Surrey, the Chief Constable of Surrey Police, the Police and Crime Commissioner for Sussex, the Chief Constable of Sussex Police, the Police and Crime Commissioner for Thames Valley and the Chief Constable of Thames Valley Police.
- 1.2 The Partners agree that this Programme Accession Agreement forms part of the binding agreement for adoption and delivery of the Programme between the Partners created by the Collaboration Agreement and this Programme Accession Agreement.
- 1.3 Unless otherwise stated, the words used in this Programme Accession Agreement (including any defined terms) shall have the same meaning as such words in the Collaboration Agreement.

2. Programme Description

- 2.1 In-Scope Services
 - a) Specify what part of the Programme will be delivered by the Consortium.
- 2.2 Out-of-Scope Programme
 - a) Specify what parts, if any, of the Programme are to continue to be delivered by the relevant Partner.
- 2.3 Delivery Methodology
 - a) [What are the requirements of the Programme key objectives,

the expectations in terms of delivery and the expectation of how each Partner is to contribute to the design and delivery of the Programme in respect of the In-Scope Programme.]

- b) [How will the Out-of-Scope parts of the Programme be delivered.]

2.4 Duration

Specify the duration of the Programme

3. Commencement, the date upon which this Accession Agreement will commence and the Programme

4. HR arrangement

4.1 Staffing Structures

4.1.1 Set out the staffing requirements for delivery of the Programme to include schemes of Delegation of Authority if required.

4.1.2 Equalities Impact Assessments. Has initial Equalities Impact Screening been undertaken and does it highlight that the Equalities Impact Assessment needs to be completed?

5. Finance, Cost, Benefit, Liability Apportionment

5.1 Recurring Costs/Savings

Net Budget	HC £'000	Surrey £'000	Sussex £'000	TVP £'000	External Funding	Total £'000
Pre Programme Transfer						
Post Programme Transfer						
Net Position						

5.2 One off Costs

Provide a breakdown of identified costs. Add additional rows as necessary.

Cost	HC £'000	Surrey £'000	Sussex £'000	TVP £'000	External Funding	Total £'000
Cost 'X'						
Cost 'Y'						
Cost 'Z'						

5.3 Operational Benefits

6. ICT Arrangements

6.1 ICT Requirement for Programme delivery

7. Data Protection Arrangements

7.1 Consider any Data Protection issues that arise and provide solutions for those issues.

8. Estates Arrangements

8.1 Requirements

- a) [What are the estate requirements to enable the Programme delivery. If staff are to remain at their current work location for the duration of the Programme. Please specify.]

9. Special Conditions

9.1 Set out any particular terms that apply to the Programme area which are not sufficiently covered in the main Collaboration Agreement, if any.

10. Termination

- 10.1 Any Party may withdraw from this Agreement by serving a [] month written notice ("Unilateral Withdrawal Notice") on the other Parties. A Unilateral Withdrawal Notice shall not terminate this Agreement in whole but shall remove the withdrawing Party from the Agreement. Following a Party withdrawing from this Agreement, this Agreement will continue in full force and effect with the remaining Parties.

10.2. The Parties may mutually and unanimously agree to terminate this Agreement, in part or in whole, at any time.

10.3. If a Unilateral Withdrawal Notice is served, or if the Parties mutually and unanimously agree to terminate this Agreement, the Parties shall use reasonable endeavours to agree an 'Exit Plan' setting out how the arrangements considered in this Agreement will be ended.

10. Agreed By

10.1 The Partnership Board for execution by the Police and Crime Commissioner for Hampshire Constabulary, the Chief Constable of Hampshire Constabulary, the Police and Crime Commissioner for Surrey, the Chief Constable of Surrey Police, the Police and Crime Commissioner for Sussex, the Chief Constable of Sussex Police, the Police and Crime Commissioner for Thames Valley, the Chief Constable of Thames Valley Police.

Sussex Police and Crime Panel

27 September 2019

Written Questions Updated

Public Questions to the Commissioner and Panel

Report by the Clerk to the Police and Crime Panel

The table below provides a schedule of the questions received prior to this meeting and where possible responses have been included. Responses will be tabled at the meeting that were not available at the time of despatch. Written Questions must be received 2 weeks before a meeting of the Panel and the Commissioner or Panel Chairman is invited to provide a response by noon of the day before the meeting.

Questions that relate to operational matters of Sussex Police will be passed to a relevant officer at Sussex Police for a response and a brief summary of the question will be provided below. For the current meeting nine questions have been received for a response by the Commissioner.

Question	Response
An operational question about engine and exhaust noise pollution was received. The questioner was advised to forward their question to Sussex Police, as a Freedom of Information enquiry.	
1. What is the Police Commissioner doing to tackle police corruption in the Worthing area. I am aware and have been a victim of officers abusing their position in a public office and wonder why this is not being tackled as it should be. Mr Williams, Worthing.	
2. Please can you explain why people in East Grinstead pay exactly the same percentage of their council taxes to the police to people who live in Haywards Heath, Burgess Hill and Crawley? East Grinstead is a town not a village so we expect a police station with police based there. We have enough empty shops so you could be based in town. I'm sure you'll either not answer this question or come up with some waffle as to why we don't need police.	

<p>Ms Newman, East Grinstead.</p>	
<p>3. Having visited a 57-hectare sheep farm in East Guldeford, on the Sussex-Kent border, with Antony Hook MEP on Monday, I was perturbed to hear about a recent spike in rural crime - theft and arson - in geographically isolated locations (often a long way away from local Police hubs).</p> <p>Can you give your commitment please to the creation of a direct-dial rural crime reporting number (other than 101) which will be answered particularly out of office hours, and Sunday evenings - when it seems most incidents occur; and can galvanise a timely response?</p> <p>Mr Perry, Hastings.</p>	

No background papers.



Sussex Police and Crime Panel

27 September 2019

Tackling Serious Violence in Sussex

Report by The Clerk to Sussex Police and Crime Panel

Focus for Scrutiny

The Panel is invited to focus on

- Whether the plans will deliver the national strategy, while addressing local need.
- How the public can be assured that the plans represent good value for public money.
- How success will be measured and monitored.
- Whether any aspect of the plans warrants further scrutiny, and how this might best be undertaken.
- How the PCC ensures that objectives are achieved where work is undertaken in partnership.

1. **Background**

- 1.1 At its meeting in February 2019 the Panel requested a report on the plans for spending various grant funds the Commissioner had been successful in applying for, in respect of tackling serious violence in Sussex.

Tony Kershaw

Clerk to Sussex Police and Crime Panel

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Appendices: Appendix 1 – The PCC and Sussex Police response to tackling serious violence in Sussex

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To:	The Sussex Police & Crime Panel
From:	The Sussex Police & Crime Commissioner
Subject:	Police & Crime Commissioner and Sussex Police response to tackling serious violence in Sussex
Date:	27 September 2019

1.0 Introduction

- 1.1 This report sets out how the £3.1 million of grant funding secured by the Police & Crime Commissioner (PCC) is being utilised with Sussex Police and partners to provide additional operational activities and services to tackle serious violence in Sussex.

2.0 Role of the Sussex Police & Crime Commissioner

- 2.1 It is the role of the PCC to hold the Chief Constable to account for delivering policing in Sussex that is efficient, effective and responsive to the needs of the public.
- 2.2 The Serious Violence Strategy was launched by the Home Office in April 2018 and covers four key themes: tackling county lines and misuse of drugs; early intervention and prevention; supporting communities and partnerships and an effective law enforcement and criminal justice response.
- 2.3 The Strategy can be viewed in full through the following link: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/698009/serious-violence-strategy.pdf
- 2.4 The Home Office has invested in each of the four themes set out in the Strategy and has established a cross-sector Serious Violence Task Force to support them in this work. The Task Force comprises of representatives from a range of local, regional and national delivery partner agencies, including the Association of Police & Crime Commissioners (APCC) and National Police Chiefs' Council (NPCC).
- 2.5 Sussex was identified by the Home Office to be one of 18 police force areas who were at an increased risk of serious violence based on emergency hospital admissions for assaults by a sharp object between 2013/14 and 2018/19. This data highlighted a total of 55 admissions to hospitals throughout Sussex and, as a result, the Force is working with Public Health England (PHE) and Clinical Commissioning Groups (CCGs) to examine this data further.

- 2.6 The PCC and Sussex Police have been successful in securing funding worth more than £3.1 million to tackle serious violence in Sussex. This comprised of the following funding:
- ✓ £891,616 from the Early Intervention Youth Fund (EIYF) to divert young people away from crime;
 - ✓ £1.340 million from the Serious Violence Fund to support surge law enforcement activity to tackle serious violence, with a particular focus on knife crime; and
 - ✓ £880,000 from the Home Office to create and support a Violence Reduction Unit (VRU) in Sussex.
- 2.7 The Serious Violence Strategy also articulates the key drivers of serious violence and their close relationship to 'county lines' – the term used to describe gangs and organised criminal networks involved in exporting illegal drugs into one or more importing areas within the UK. The Home Office has also made £3.6 million available to create a National County Lines Coordination Centre to identify individuals involved in the supply and distribution of controlled drugs over multiple police force areas.

3.0 Early Intervention Youth Fund - REBOOT

- 3.1 The PCC was successful in securing £891,616 from the EIYF after demonstrating that knife crime is one of the biggest emerging threats in Sussex. There were a total of 19 successful awards from the funding throughout England and Wales, of which Sussex received the 7th highest grant award.
- 3.2 The funding has been used to establish a PAN-Sussex Early Intervention Youth Programme, called REBOOT, with the aim of engaging positively with those under the age of 18 at risk of committing serious violence, and those who have already come to the attention of the police through anti-social behaviour and low-level crime.
- 3.3 REBOOT aims to provide a consistent approach throughout Sussex for managing young people identified in low-level criminality and anti-social behaviour, at the earliest opportunity. This non-criminal pathway builds on the strong partnerships already established in Sussex to divert young people away from the key drivers of crime by tackling the early indicators of serious violence, embedding a process into existing services and providing a consistent and effective system throughout Sussex.
- 3.4 REBOOT has been developed following consultation with partners and expands on a pilot that was trialled in Hastings previously. REBOOT is a personalised, strength-based, 1-2-1 support package for young people who have been identified as being at risk of engaging in serious violence and gang behaviour. Personal coaches support the young people in Sussex to identify activities that would be most beneficial in order to help them overcome some of the issues they face.
- 3.5 There are three elements to REBOOT: the Sussex Police and partnership protocol; the YMCA Downslink Group and partners coaching programme; and the extension of youth services and provision.

- 3.6 REBOOT is an intervention for young people at risk of the early indicators leading to serious violence and exploitation if:
1. They are aged between 10 – 17 years old;
 2. They have come to police attention in the past four weeks;
 3. A multi-agency risk assessment form has been completed; and
 4. They are at risk of one of the key drivers of crime (opportunity, drugs, alcohol, character and profit).
- 3.7 REBOOT will not replace existing practices and will, instead, offer a new layer of support for those children putting themselves in vulnerable situations. There are five stages of intervention:
- Stage 1:** A Police Community Support Officer (PCSO) will pay a visit to the young person at their home address to explain the risk they are at to their parent/carer. This will include hand-delivering a letter to them setting out the support that is available to the young person.
- Stage 2:** A Prevention Youth Officer (PYO) will make another visit to the young person and their parent/carer to offer further support. This will include the offer of a voluntary referral to the YMCA Downlink Group coaching service or a mental health nurse.
- Stage 3:** The young person will be asked to sign an 'Acceptable Behaviour Contract' setting out the positive behaviour requirements they must demonstrate and the prohibition from engaging in specific activities.
- Stage 4:** The young person will be referred to the Youth Offending Service (YOS) for an intervention.
- Stage 5:** The young person is given a civil injunction through the courts.
- 3.8 REBOOT was launched in Sussex on 1 April 2019 to deter and support young people away from the key drivers of crime. There have been 549 referrals to the programme to date (August 2019), of which 376 (and 68%) have been accepted. These young people are currently being progressed through the five escalating stages of REBOOT, as follows:
- Stage 1:** 376 young people have received a letter to their parent/career, hand delivered by a PCSO.
- Stage 2:** 72 young people have been visited by a PYO and offered a referral to coaching and to a mental health nurse.
- Stage 3:** Two young people have signed Acceptable Behaviour Contracts.
- Stage 4:** Two young people have been referred to the YOS.
- Stage 5:** No young people have reached the stage where they would receive a civil injunction to date.
- 3.9 Of the REBOOT cohort to date: 25% of the young people indicated an increase in resilience and self-esteem; 45% reported hope for a positive future and felt empowered to make good choices and 40% felt an overall improvement in wellbeing.
- 3.10 A total of 173 (and 32%) of the referrals to REBOOT were deemed unsuitable to participate in the programme. These individuals will, instead, be managed in a more robust manner by the Prevention Teams, including charges to court and remands to young offender institutions, particularly where the crimes relate to serious violence. Other disposals available to the police and partner agencies include the YOS and Integrated Offender Management.

- 3.11 In addition, £96,557 of the £891,616 received through the EIYF was allocated by the PCC to five of the 13 Community Safety Partnerships (CSPs) identified by Prevention analysts within the Force as being 'hotspot' areas for youth crime in Sussex, to 'bolster' their response locally.
- 3.12 The formula used to allocate this funding was predicated on the population of 10-17 years old (weighted at 40%) and rate of victims aged between 10-17 years old (weighted at 60%). The rate of victims was calculated using crime data over four years (November 2014 to October 2018) where the aggrieved was aged between 10-17 years old, per 1,000 population of 10-17 year olds.
- 3.13 The funds provided to the five CSPs to date have been used as follows:
- Arun – £16,806:** used to fund a detached youth work project;
 - Eastbourne – £17,269:** used to fund an enhanced youth project through YMCA Downlink;
 - Worthing – £18,889:** used to provide a full-time youth worker through Audio Active;
 - Hastings – £20,112:** used to support enhanced local youth provision of activities through the Educations Futures Trust, Active Sussex, Freedom Leisure and Fresh Visions People Ltd; and
 - Brighton & Hove – £23,481:** used to provide enhanced youth provision through the Hangleton & Knoll Project, YMCA, The Trust for Developing Communities and Brighton Youth Centre.
- 3.14 Further information about REBOOT can be viewed through the following link: <https://www.sussex-pcc.gov.uk/get-involved/reboot/>

- 4.1 The PCC was also successful in obtaining a further £1.34 million from the Serious Violence Fund to support additional law enforcement activity to tackle serious violence, with a particular focus on knife crime.
- 4.2 The allocations to the 18 police force areas in England and Wales identified as having an increased risk of serious violence, in respect of both original and additional 'surge' allocations, together with the provision for Violence Reduction Units (VRUs), are set out in the table below:

Police Force Area	Original 'surge' allocation (April 2019)	Additional 'surge' allocation (May 2019)	Total funding allocation received
Metropolitan Police	£17,000,000	£3,840,000	£20,840,000
West Midlands	£6,000,000	£1,620,000	£7,620,000
Greater Manchester	£4,000,000	£800,000	£4,800,000
Merseyside	£3,500,000	£700,000	£4,200,000
West Yorkshire	£3,000,000	£1,020,000	£4,020,000
South Yorkshire	£2,000,000	£580,000	£2,580,000
Northumbria	£2,000,000	£320,000	£2,320,000
Thames Valley	£1,500,000	£440,000	£1,940,000
Lancashire	£1,500,000	£320,000	£1,820,000
Essex	£1,500,000	£260,000	£1,760,000
Avon and Somerset	£1,500,000	£220,000	£1,720,000
Kent	£1,500,000	£160,000	£1,660,000
Nottinghamshire	£1,000,000	£540,000	£1,540,000
Leicestershire	£1,000,000	£400,000	£1,400,000
Bedfordshire	£1,000,000	£380,000	£1,380,000
Sussex	£1,000,000	£340,000	£1,340,000
Hampshire	£1,000,000	£260,000	£1,260,000
South Wales	£1,000,000	£200,000	£1,200,000
Total England & Wales	£51,000,000	£12,400,000	£63,400,000

- 4.3 From the £1.34 million allocation for surge law enforcement activity, a further £158,000 was allocated to REBOOT to increase capability and capacity and £181,995 was allocated to CSPs to increase youth diversionary activities, as set out in the table below:

Local Authority Area	Community Safety Partnership	Amount
Brighton & Hove	Brighton & Hove	£20,779
East Sussex	Eastbourne	£15,600
	Hastings	£18,245
	Lewes	£12,026
	Rother	£11,594
	Wealden	£11,931
West Sussex	Adur	£11,663
	Arun	£15,031
	Chichester	£10,682
	Crawley	£15,842
	Horsham	£11,857
	Mid-Sussex	£12,251
	Worthing	£14,494
Total Allocated		£181,995

- 4.4 Surge funding is intended to enhance operational policing activity and the progress is monitored through the Sussex Police Vulnerability Board. All activities under the additional surge funding take place as part of 'Operation Safety'.
- 4.5 The Force surge funding plan includes a range of activities and the following outcomes have been achieved since 1 April 2019:
- ✓ a process is underway to purchase a 'bespoke' engagement van;
 - ✓ 'insight work' has been commissioned to understand better the root of the problems relating to serious violence in Sussex;
 - ✓ resources have been purchased to assist Sussex Police in their operational activity, including knife arches;
 - ✓ increasing the analytical and intelligence capacity of the Force, through the recruitment of dedicated analysts for serious violence;
 - ✓ 105 extra and directed patrols have taken place, of which 74% were in 'hotspot' areas where serious violence is more likely to occur;
 - ✓ 87 arrests have been made and 39 weapons have been seized as a result of these patrols, including a number of different knives (kitchen, lock, folding and hunting knives);
 - ✓ 19 test purchases carried out for knives;
 - ✓ three public engagement activities and video resources developed; and
 - ✓ 11 educational engagement activities directed.
- 4.6 Sussex Police is considering further its approach to policing activity in this area following the implementation of the Offensive Weapons Act 2019 which prohibits the possession of 'flick' and 'zombie' knives in private places (homes) and educational premises, as well as in public places.

5.0 Violence Reduction Units

- 5.1 The PCC was also successful in applying to the Home Office to release a further £880,000 of funding to establish Violence Reduction Units (VRU) in Brighton & Hove; East Sussex and West Sussex.
- 5.2 VRUs are predicated on successful models trialled and implemented in Scotland and Cardiff. They are based on the principles of a 'Public Health Approach' to combatting serious violence across five different elements:
- Dynamic information, data and evidence sharing;
 - Collaboration and partnerships at a senior level;
 - Early intervention, prevention and enforcement;
 - Understanding the population, their needs and working with them; and
 - Addressing the causes of the causes.
- 5.3 The plan for VRUs in Sussex has been developed in consultation with the Force and local partners, builds on existing structures and has been approved by the Home Office.
- 5.4 The intention of the VRU in Sussex is to enhance the existing multi-agency Partnership Tactical Tasking & Coordination Groups (PTTCGs) by broadening their terms of reference, data exchange and capability. Governance, scrutiny and oversight of the programme will be delivered through a newly established VRU Multi-Agency Delivery Group (MADG).
- 5.5 Of the £880,000 received in funding, 80% will be allocated to interventions and services, with the remaining 20% of funds used to

support the delivery of the programme. A dedicated Superintendent within Sussex Police has been identified to lead the work through the MADG.

- 5.6 It is important to note that all funding received through the Serious Violence Strategy are 'one-off' grants that have to be spent within a single financial year. This position is acknowledged to be a risk and both the PCC, in her role as Chair of the APCC, and the NPCC Chair have signed a joint letter to the Policing Minister highlighting this issue. The letter also sought to request that a three-year funding model is considered to tackle serious violence as part of the Government's Comprehensive Spending Review.
- 5.7 Notification of the VRU funding for Sussex was only confirmed at the beginning of August 2019 and required further approval from the Home Office to agree the plan for the VRU model locally. Once approved, the MADG met on 8 August 2019 and disseminated the actions around the 12 proposals that were submitted as part of the original application between police and partner agency leads from across Sussex. Further MADG meetings are planned for 20 September and 17 October 2019, with Lynne Abrams, Head of Serious Violence Priority Projects Unit at the Home Office, planning to attend the MADG meeting in October.

Mark Streater
Chief Executive
Office of the Sussex Police & Crime Commissioner

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Sussex Police and Crime Panel

26 April 2019

Complaints about the Police and Crime Commissioner

Report by The Clerk to Sussex Police and Crime Panel

Recommendations

That the Panel considers the complaints against the Commissioner, and any action that the Panel might take in respect of these.

1. Background

- 1.1 In accordance with the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2011, the Sussex Police & Crime Panel (PCP) is responsible for the initial handling of complaints against Sussex Police and Crime Commissioner (PCC).
- 1.2 At its meeting of 26 November 2012 the Panel decided to delegate its initial handling duties to the Clerk to Sussex Police and Crime Panel, and to consider a report of the complaints received, quarterly.
- 1.3 Serious complaints (those alleging criminal conduct) are referred automatically to the Independent Office for Police Conduct (IOPC). A sub-committee meets to consider complaints against the PCC requiring informal resolution (those considered "non-serious").

2. Correspondence Received from 3 April 2019 to 13 September.

- 2.1 The Panel takes the view that all correspondence raising issues with policing in Sussex should be recorded, whether or not the issues fall within the Panel's statutory remit.
- 2.2 During the subject period, three people contacted the Panel to raise new matters (either directly, or via the IOPC).

Complaints

- 2.3 During the subject period one correspondent raised issues which constituted a serious complaint, as defined by the Regulations (see 1.3). See 2.3.3

Correspondence Recorded, but not Considered by the Clerk to be a Complaint within the Panel's Remit:

- 2.3.1 One complaint was received concerning allegations of harassment by the complainant's neighbours, an operational policing matter, and within the remit of the Chief Constable, and not the Commissioner. The complainant was advised of this finding and advised of the appropriate reporting channels.

Correspondence Recorded, and Considered by the Clerk to be a Non-Serious Complaint within the Panel's Remit:

- 2.3.2 One complainant alleged that the Commissioner ignored correspondence from them. The Panel is permitted to make basic enquiries in respect of complaints, and the Clerk contacted the Commissioner's office (OSPCC) for any information which might be helpful in handling the complaint. OSPCC advised that complainant had been deemed to be vexatious in 2017, and that the complainant had been informed of this determination at that time. It further transpired that the complainant had previously been in contact with the Panel to raise the same allegations later in 2017. The complainant was informed of these findings as an outcome of the complaint – which would be taken no further.

Serious Complaints (allegations of criminal conduct)

- 2.3.3 A serious complaint was received alleging that the Commissioner knowingly assisted the Chief Constable in alleged criminal conduct the complainant also claims to have occurred, relating to events in 2002. The OSPCC advised the Clerk of its awareness of the historic allegations and its position and actions in response and rebuttal, as well as those of other agencies relating to the conduct of the complainant. Owing to the nature of the allegation however the complaint was referred to the Independent Office for Police Complaints on 17 July.

3. Resource Implications and Value for Money

- 3.1 The cost of handling complaints is met from the funds provided by the Home Office for the operation and administration of Sussex Police and Crime Panel.

4. Risk Management Implications

- 4.1 It is important that residents can have confidence in the integrity of the system for handling complaints against the Sussex Police and Crime Commissioner and their Deputy (where one has been appointed).

5. Other Considerations – Equality – Crime Reduction – Human Rights

- 5.1 Not applicable

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