

**Collaboration Agreement Pursuant to Sections 22A to
22C, 23, and 23A to 23I of the Police Act 1996 (as
amended by the Policing and Crime Act 2009 and the
Police Reform and Social Responsibility Act 2011)**

relating to the

**Collaboration over the implementation of the
Emergency Services Mobile Communications
Programme in the South West region**

**Police and Crime Commissioner for Avon and
Somerset**

- and -

**Police and Crime Commissioner for Devon and
Cornwall**

- and -

Police and Crime Commissioner for Dorset

- and -

**Police and Crime Commissioner for
Gloucestershire**

- and -

Police and Crime Commissioner for Wiltshire

- and -

Chief Constable of Avon and Somerset Constabulary

- and -

Chief Constable of Devon and Cornwall Constabulary

- and –

Chief Constable of Dorset Police

- and –

Chief Constable of Gloucestershire Constabulary

- and -

Chief Constable of Wiltshire Police

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THIS AGREEMENT is made on *4th January 2017*

BETWEEN

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

IT IS AGREED

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 By 2017 the United Kingdom will start to transition to a broadband based ESMCP.
- 1.2 The Parties have identified significant operational and business benefits in terms of increased capacity, capability and resilience in establishing the ESMCP Collaboration to implement ESMCP in the geographical areas for which they are responsible for policing.
- 1.3 The Parties have resolved to establish the ESMCP Collaboration comprising officers and staff from the offices of the Parties.
- 1.4 This Agreement is made between the Parties pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Act.
- 1.5 For the purposes of Section 23(5) of the Act, the Chief Constables have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective police forces.
- 1.6 For the purposes of Section 23A(5) of the Act, the Commissioners have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the Commissioners and the police forces they maintain.
- 1.7 For the purposes of Section 22A of the Act this Agreement contains a policing body collaboration provision, and a policing body and force collaboration provision.

2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the
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	Police Reform and Social Responsibility Act 2011);
"Agreement"	means this agreement and the appendices to it
"Appendix"	means an appendix to this Agreement
"Budget"	means the budget for the ESMCP Collaboration
"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCDC"	means the Chief Constable of Devon and Cornwall Constabulary;
"CCDP"	means the Chief Constable of Dorset Police
"CCGC"	means the Chief Constable of Gloucestershire Constabulary
"CCWP"	means the Chief Constable of Wiltshire Police
"Chief Constables"	means CCAS, CCDC, CCDP, CCGC and CCWP and " Chief Constable " will be construed accordingly;
"Commencement Date"	means <i>4th January 2017</i>
"Commissioners"	means PCCAS, PCCDC, PCCD, PCCG, and PCCW and " Commissioner " shall be construed accordingly;
"Element"	means any element of ESMCP to be delivered through the ESMCP Collaboration which has been recorded in an ESMCP Schedule completed by the Parties
"ESMCP"	means the Emergency Services Mobile Communications Programme to be implemented in the South West region;
"ESMCP Collaboration"	means the collaboration established by the Parties to implement ESMCP and each of its Elements;
"ESMCP Programme Board"	means the Programme Board for the ESMCP Collaboration
"ESMCP Programme SRO"	means the Senior Responsible Officer for the ESMCP Collaboration
"ESMCP Schedule"	means Emergency Services Network Schedule in the form set out in Appendix F to this Agreement subject to any variations the Parties agree to make;
"Formula"	means the police funding grant formula.
"Home Force"	means the Chief Constable of the police force of which a police officer is a member or who employs a police staff member, or the Commissioner who employs a police staff member, as the case may be;
"ICT"	means information and communications technology;
"Parties"	means PCCAS, PCCDC, PCCD, PCCG, PCCW, CCAS, CCDC, CCDP, CCGC, and CCWP and " Party " shall be construed accordingly;
"PCCAS"	means the Police and Crime Commissioner for Avon and Somerset
"PCCDC"	means the Police and Crime Commissioner

	for Devon and Cornwall
“PCCD”	means the Police and Crime Commissioner for Dorset
“PCCG”	means the Police and Crime Commissioner for Gloucestershire
“PCCW”	means the Police and Crime Commissioner for Wiltshire
“Strategic Board”	means the South West Police Collaboration Strategic Board
“SWPC Programme Board”	means the South West Police Collaboration Programme Board;
“Year”	means each year commencing 4/1/2017

3. SCOPE AND PURPOSE OF AGREEMENT

- 3.1 This Agreement provides for the establishment of the ESMCP Collaboration and the implementation and delivery of ESMCP and each of its Elements through the ESMCP Collaboration.
- 3.2 The Appendices to this Agreement shall have effect.
- 3.3 This Agreement shall be deemed to have effect from the Commencement Date.
- 3.4 The ESMCP shall be implemented in accordance with the high level principles set out in Appendix A to this Agreement.
- 3.5 The ESMCP shall be implemented to meet the objectives set out in Appendix B to this Agreement

4. GOVERNANCE AND MANAGEMENT

Strategic Board

- 4.1 The Parties shall establish the Strategic Board the terms of reference of which include the terms set out in Part 1 of Appendix C to this Agreement.
- 4.2 The terms of reference of the Strategic Board shall be reviewed each Year.
- 4.3 The membership of the Strategic Board shall be as set out in Part 2 of Appendix C to this Agreement.
- 4.4 Each meeting of the Strategic Board will be chaired by a nominated Commissioner by rotation.
- 4.5 The Strategic Board shall meet every 2 months unless otherwise agreed by the Parties.

SWPC Programme Board

- 4.6 The Parties shall establish the SWPC Programme Board the terms of reference of which include the terms set out in Part 1 of Appendix D to this Agreement.
- 4.7 The terms of reference of the SWPC Programme Board shall be reviewed each Year.

4.8 The membership of the SWPC Programme Board shall be as set out in Part 2 of Appendix D to this Agreement.

4.9 Each meeting of the SWPC Programme Board shall be chaired by the Chief Constable appointed as senior responsible officer for the SWPC Programme Board.

4.10 The SWPC Programme Board shall meet every 2 months unless otherwise agreed by the Parties.

4.11 The SWPC Programme Board shall be accountable to the Strategic Board.

ESMCP Programme Board

4.12 The Parties shall establish the ESMCP Programme Board.

4.13 The ESMCP Programme Board shall be chaired by the ESMCP Programme SRO. The membership of the ESMCP Programme Board shall be determined by the ESMCP Programme SRO having regard to the requirements of the ESMCP Collaboration.

4.14 The ESMCP Programme Board shall meet at least once every two months unless in exceptional circumstances the Parties agree otherwise.

4.15 The terms of reference of the ESMCP Programme Board shall include the terms set out in Appendix E to this Agreement

5. THE ELEMENTS OF ESMCP

5.1 The ESMCP Programme Board shall submit a proposed delivery plan with associated costs and benefits for the implementation of each Element through the ESMCP Collaboration for approval by the Strategic Board.

5.2 An ESMCP Schedule shall be completed for each agreed Element to be implemented

5.3 Each Element's implementation shall be overseen by the ESMCP Programme Board.

5.4 Each ESMCP Schedule completed by the Parties shall have effect.

6. NOT USED

7. ESMCP PROGRAMME SRO

7.1 The Strategic Board shall approve the nomination of the Parties for the ESMCP Programme SRO (who must be the best qualified person for the role from the participating police services identified through a fair and transparent process).

7.2 The ESMCP Programme SRO shall be responsible for:

- (a) Implementing the strategy for the ESMCP Collaboration set by the Strategic Board and decisions made by the Strategic Board in respect of ESMCP
- (b) Ensuring the ESMCP Collaboration is run efficiently and effectively
- (c) The interface with the national ESMCP programme and other regions to optimise the delivery of transition for the south west.

(d) Promoting so far as reasonably practicable the application of the principles for the ESMCP Collaboration set out in Appendix A by the police services involved in the ESMCP Collaboration.

(e) Managing the implementation of ESMCP.

8. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the Commencement Date and shall continue in full force and effect until terminated in accordance with Clause 11.

9. MONITORING AND REVIEW OF ESMCP AND THE ESMCP COLLABORATION

9.1 The ESMCP Collaboration shall be reviewed by the Parties in accordance with this Clause 9.

9.2 There shall be an ongoing review and assessment by the SWPC Programme Board of the ESMCP Collaboration to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.

9.3 At the end of each financial year the ESMCP Collaboration shall be reviewed jointly by the Parties (although each Party shall have the opportunity to comment separately) such review to include:

- (a) an assessment of the cost and the benefit of the ESMCP Collaboration overall and in relation to each participating police service area;
- (b) the budget out turn for the relevant financial year, proposals to deal with any overspend or underspend, and the budget for the ESMCP Collaboration for the new financial year

The review shall be discussed at the first meeting of the SWPC Programme Board in the new financial year.

10. VARIATION OF AGREEMENT

10.1 *Variation*

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

10.2 *Invitation To Other Police and Crime Commissioners and Chief Constables and Emergency Services*

With the prior written consent of all the Parties, other police and crime commissioners and chief constables and emergency services in the United Kingdom may be invited to join the ESMCP Collaboration and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate other police and crime commissioners and chief constables and emergency services joining the Agreement) varies the terms of this Agreement.

11. TERMINATION

11.1 This Agreement may be terminated with the unanimous consent of all the Parties.

11.2 The Agreement shall be terminated in accordance with the provisions of the Act

12. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

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

Each Party to the Agreement on its date of termination shall be entitled to a share of the assets (or their value) purchased for the ESMCP Collaboration calculated using the Formula.

12.2 *Police Officers and Police Staff*

The police officers and police staff deployed into the ESMCP Collaboration shall return to their Home Force and direction and control (and all associated liability) shall lie with the Commissioner or Chief Constable of their Home Force as the case may be.

12.3 *General duty to act in good faith*

The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the ESMCP Collaboration to ensure continuity of service in the force areas of the participating police services.

12.4 *Unspent funding*

Each Party to the Agreement on its date of termination shall be entitled to a share of any unspent funding allocated to the ESMCP Collaboration by the Parties calculated using the Formula.

13. DISPUTE RESOLUTION

13.1 Any disputes shall be referred to the SWPC Programme Board for resolution. Any unresolved disputes shall be resolved by the Strategic Board which may include arranging for external dispute resolution if required.

14. DIRECTION AND CONTROL AND ACCOUNTABILITY

14.1 *Direction and Control*

14.1.1 The Parties agree that direction and control of implementation of any Element provided through the ESMCP Collaboration shall belong to the Commissioner and Chief Constable of the force area where the relevant Element is being implemented unless direction and control is transferred by agreement between the Parties.

14.2 *Accountability*

14.2.1 The ESMCP Programme SRO shall be accountable to the Strategic Board and the SWPC Programme Board.

14.2.2 The ESMCP Programme Board shall be accountable to the Strategic Board and the SWPC Programme Board.

14.3 *Complaints and misconduct*

Any complaint or allegation of misconduct arising from the staff or officers deployed into the ESMCP Collaboration shall be investigated where it occurs. If any disciplinary action is required it shall be carried out in the name of the Home Force of the relevant officer or police staff member.

14.4 Liability

- 14.4.1 Liability arising from the operation of the ESMCP Collaboration which for the avoidance of doubt shall include the implementation of any of the Elements shall be divided amongst the Parties in the proportions calculated using the Formula.

15. POLICE OFFICERS AND POLICE STAFF

- 15.1 Each role which is unfilled in the ESMCP Collaboration shall be advertised within the participating police services and externally and the best qualified applicant for the role shall be appointed through a fair and transparent process.
- 15.2 Each Party shall deploy into the ESMCP Collaboration the officers and staff he or she employs who have been appointed to a role in the ESMCP Collaboration. For the avoidance of doubt there shall not be an agreed number of officers and staff that each Party has to deploy into the ESMCP Collaboration.
- 15.3 In the event that a role in the ESMCP Collaboration is filled by an external candidate in accordance with the process set out in clause 15.1 of this Agreement PCCAS or CCAS shall employ the relevant external candidate.
- 15.4 The Parties agree that the police officers and police staff deployed into the ESMCP Collaboration in accordance with this Clause 15 shall continue as sworn constables (in the case of police officers) and employees (in the case of police staff) of their Home Force irrespective of their place of work and as such the Home Force shall remain responsible for their pay, welfare, pensions, employment terms and conditions and all other respective employment and service matters.
- 15.5 In the event of termination of this Agreement each Party shall use his / her reasonable endeavours to redeploy staff that he / she has deployed into the ESMCP Collaboration. In the event that any such staff member cannot be redeployed and he or she is to be made redundant each Party shall make a contribution to the relevant redundancy cost calculated using the Formula provided that the Strategic Board approves the payment of the relevant redundancy cost.
- 15.6 Notwithstanding any working practices and policies for the ESMCP Collaboration the Parties acknowledge and agree that they are committed to:
- (i) promoting equality and fairness and creating a working environment where diversity is recognised, valued and celebrated;
 - (ii) treating all police officers and police staff with dignity and respect, ensuring equality of opportunity in all areas of the working relationship, following the Code of Ethics; and
 - (iii) developing police officers and police staff in order to realise their full potential.

16. NOT USED

17. DATA COLLECTION MODEL

17.1 The Parties shall agree a data collection model for the purposes of recording the performance of the ESMCP Collaboration for presentation to the Strategic Board the SWPC Programme Board and the ESMCP Programme Board.

18. FINANCE

- 18.1 The Parties agree that the ESMCP Principles shall apply to the funding arrangements for the ESMCP Collaboration.
- 18.2 The Budget and how the Budget will be spent shall be approved each Year by the Strategic Board. Any increase to the approved Budget in any Year shall also be approved by the Strategic Board.
- 18.3 Each Party shall make a payment to PCCAS in each Year towards the Budget such payment to be calculated using the Formula.
- 18.4 Each Party shall be responsible for expenditure in connection with the ESMCP Collaboration that is not to be paid for out of the Budget.
- 18.5 PCCAS shall manage the Budget, accounting for this in a holding account.
- 18.6 PCCAS shall ensure the accurate recording of income and expenditure in relation to the Budget.
- 18.7 PCCAS shall provide quarterly financial reporting to the Parties enabling financial performance against the Budget to be monitored during the course of the year.
- 18.8 PCCAS shall provide year-end reporting on the Budget, and the appropriate accounting of any resultant surplus or deficit on this account.

19. FACILITIES AND EQUIPMENT

- 19.1 The Commissioners will agree the assets they will contribute to the ESMCP Collaboration when it commences. The ownership of those assets will remain with the Commissioner that contributes them.
- 19.2 In the event that any other assets are required for the ESMCP Collaboration after it commences the Strategic Board will determine which Commissioner will acquire and own them.
- 19.3 Where it is agreed that assets should be acquired by a Commissioner while this Agreement is in full force and effect for shared use the assets will be recorded in an asset register and the cost of acquisition will be shared through a transfer of funding made in the proportions calculated using the Formula.
- 19.4 In respect of ICT to be used by the ESMCP Collaboration for the purposes of this Agreement:
- (a) each Party shall allow the other Parties to access and use his or her respective ICT;
 - (b) each Party shall provide the other Parties with sufficient training (at no cost) so that each member of the ESMCP Collaboration is capable of accessing and using the other Parties' ICT; and

- (c) each Party will bear the cost it incurs to enable the convergence of ICT between all the Parties.

20. NOT USED

21. INSURANCE AND LIABILITY

21.1 Insurance

- 21.1.1 The Parties shall be jointly responsible for making the insurance arrangements for the ESMCP Collaboration.

21.2 Liability

In the event that any Party incurs any liability under this Agreement each Party's contribution to the cost of meeting that liability shall be calculated using the Formula.

22. AUDIT AND INSPECTION

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

23. INFORMATION MANAGEMENT

- 23.1 All Parties shall share information where appropriate to fulfil the purposes of the ESMCP Collaboration, subject to any conditions imposed by the Party providing the information in respect of such disclosure.
- 23.2 Any request for information under Freedom of Information Act 2000 or Data Protection Act 1998 received in respect of a Function shall be co-ordinated by the ESMCP Programme SRO and dealt with by the Parties accordingly.

24. BOILER PLATE PROVISIONS

24.1 PUBLICATION

The Parties agree that the provisions of S23E Police Act 1996 shall be discharged by each Party by the publication of this Agreement on their respective websites.

24.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

24.3 NO AGENCY OR PARTNERSHIP

- 24.3.1 Nothing in this Agreement shall be deemed to neither constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
- 24.3.2 None of the Parties shall act or describe itself as the agent of any other Party, nor shall he or she make or represent that he or she has authority to make any commitments on the behalf of any other Party.

24.4 ENTIRE AGREEMENT

This Agreement, including its Appendices, sets out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them.

24.5 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of his or her respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

24.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

24.7 COUNTERPARTS

This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.

24.8 LEGALLY BINDING

The Parties agree that this Agreement shall be fully legally binding between the Parties.

24.9 INTERPRETATION

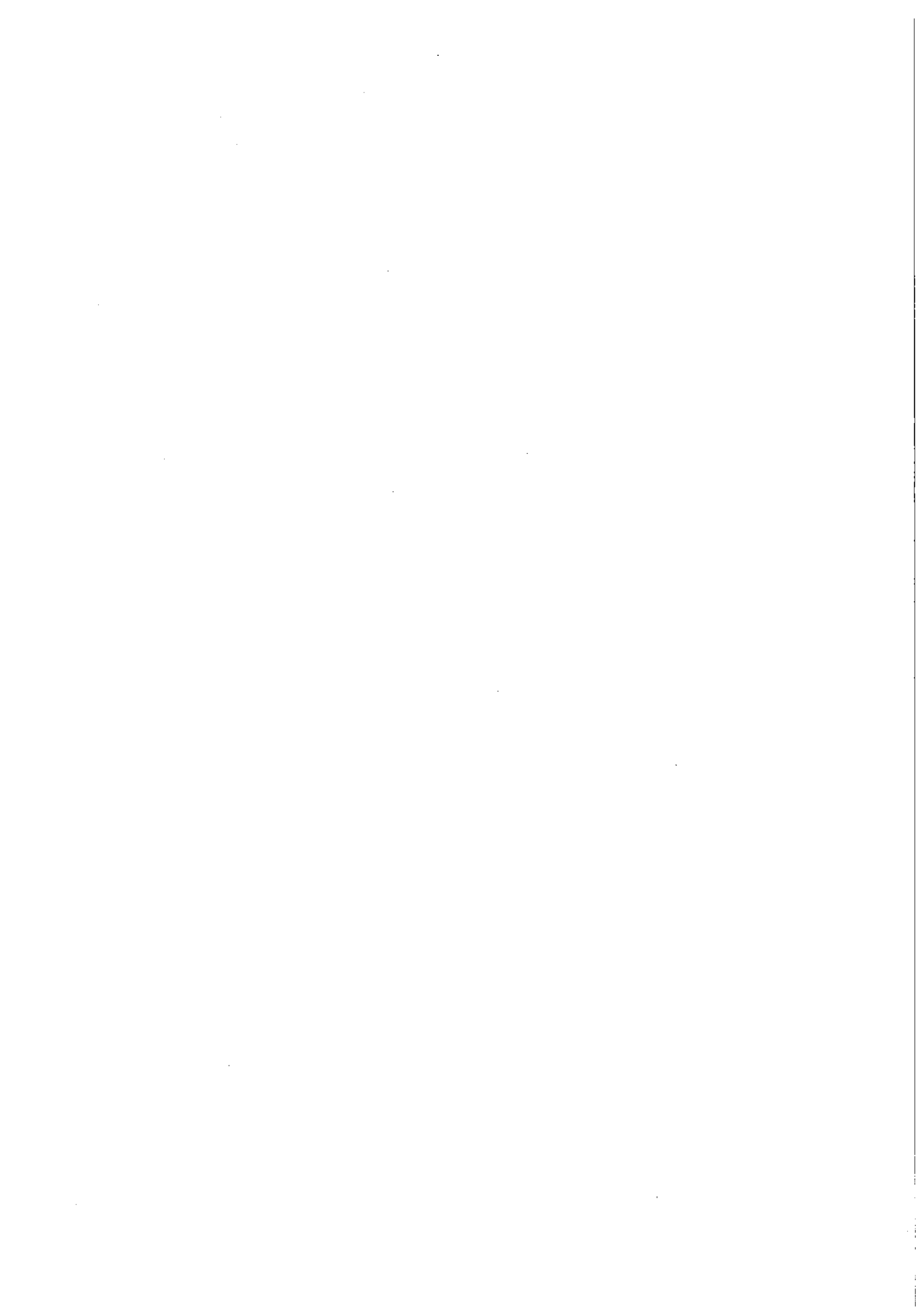
In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment);
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;

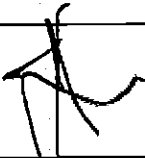
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;
- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) any reference to a notice, consent, approval, agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be given in writing;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this agreement the neuter singular gender shall include all genders and the plural.

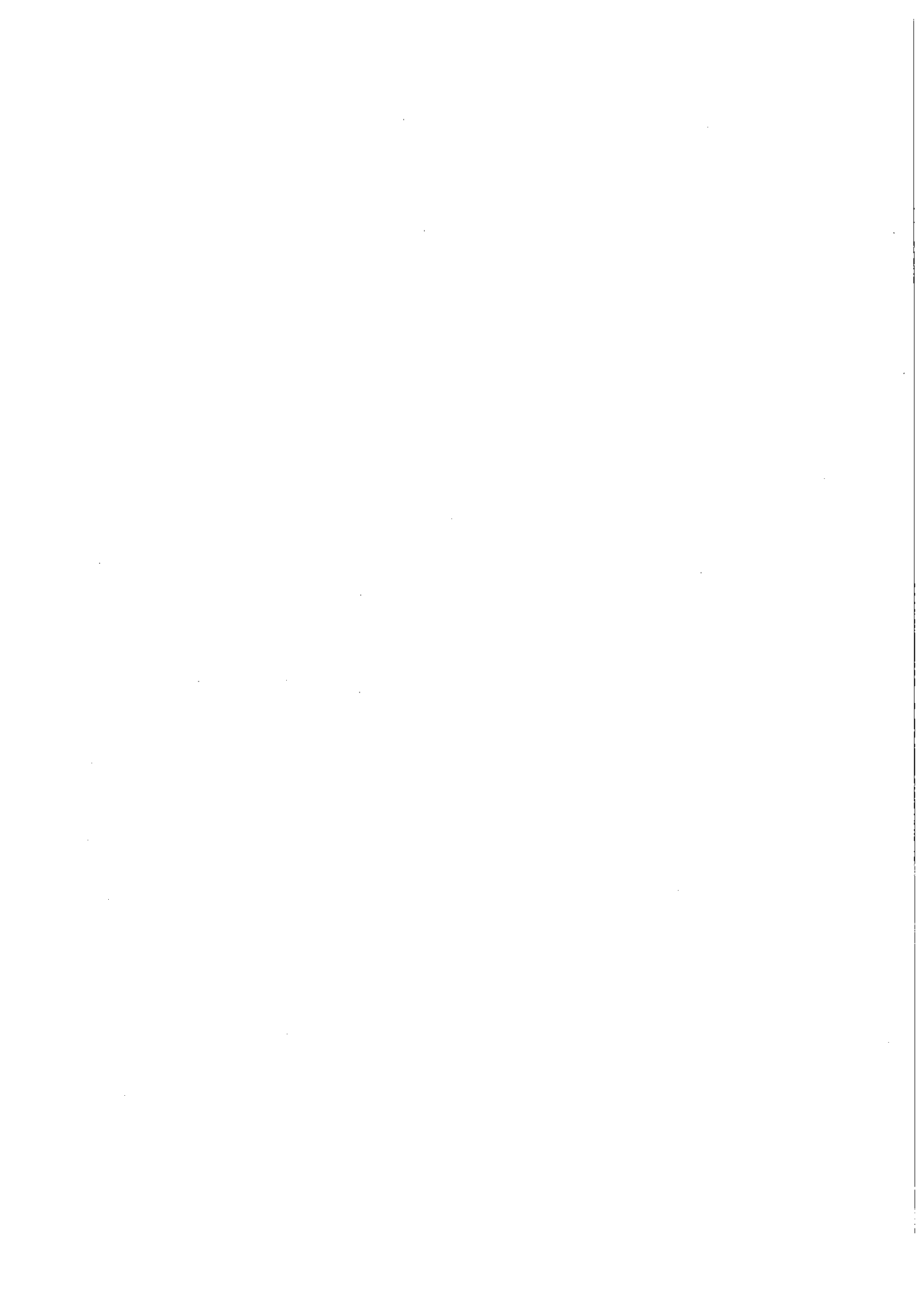
24.10 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.



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

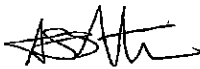
Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		18/11/16
Police and Crime Commissioner for Avon and Somerset	J. Smith	17/11/16
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		

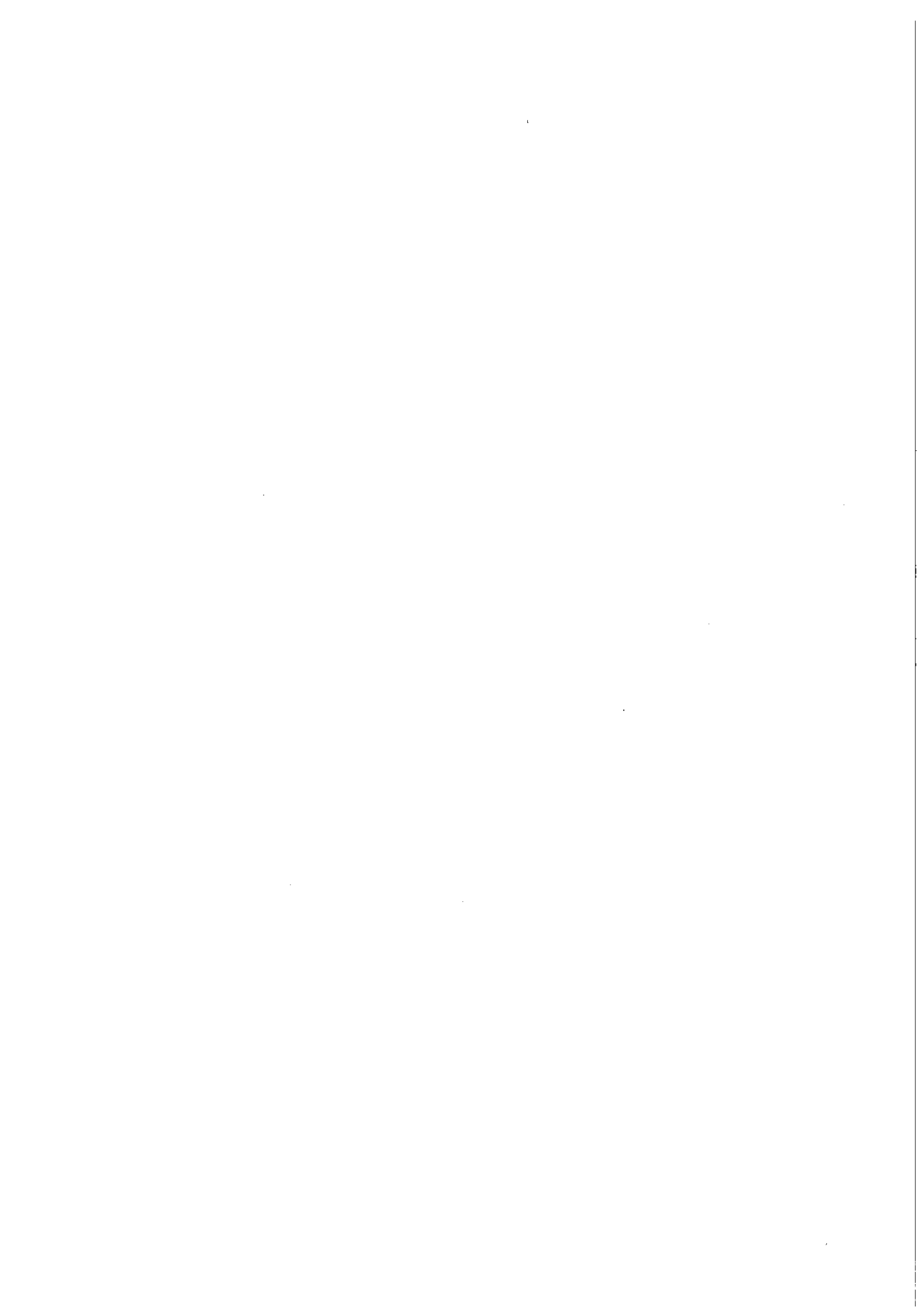


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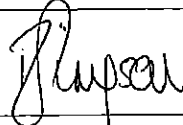

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary	<i>Shaw</i> <i>Sawyer</i>	17/16
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		

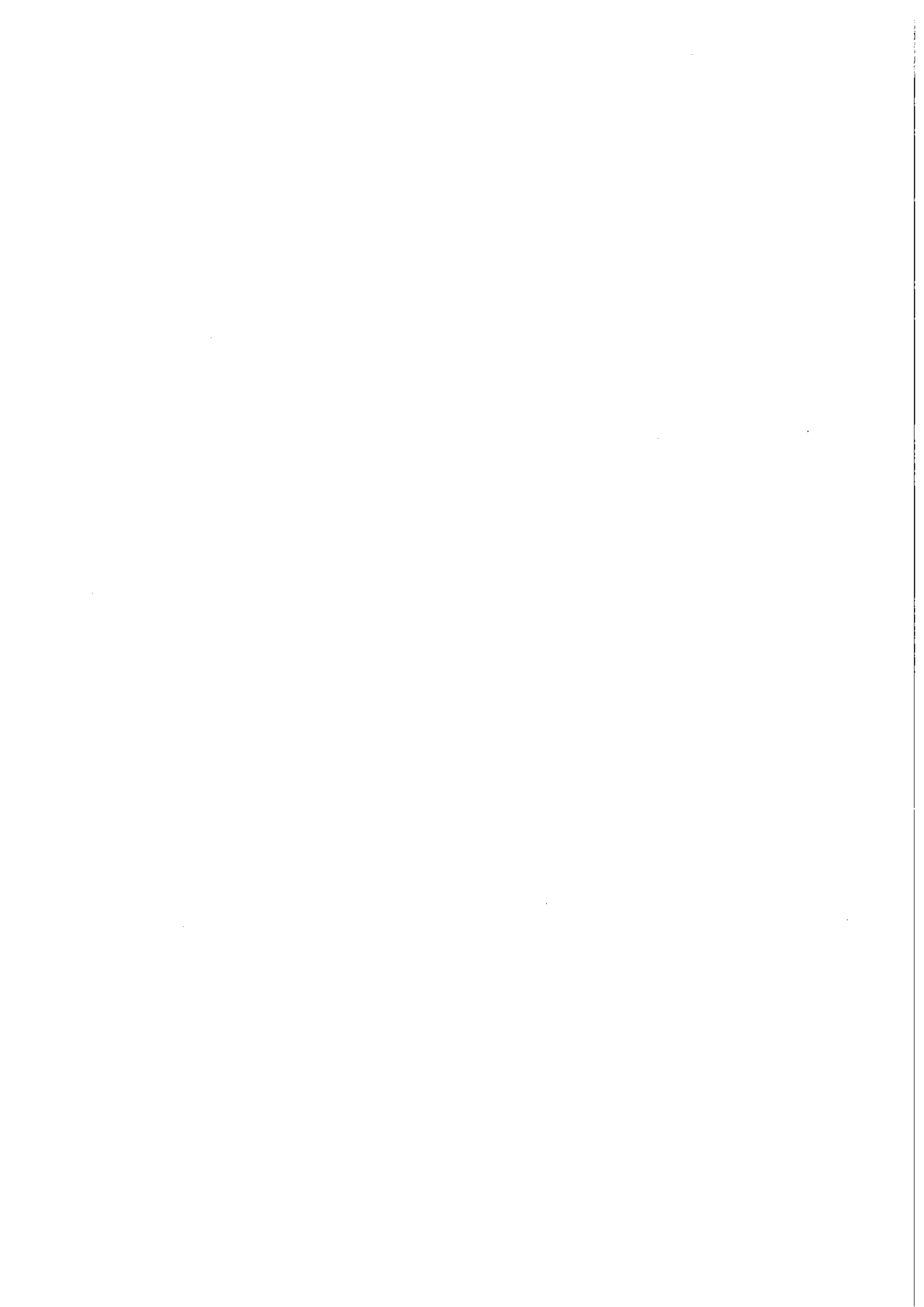
WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		17 Nov 16
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		

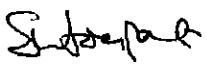
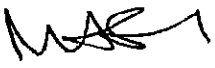


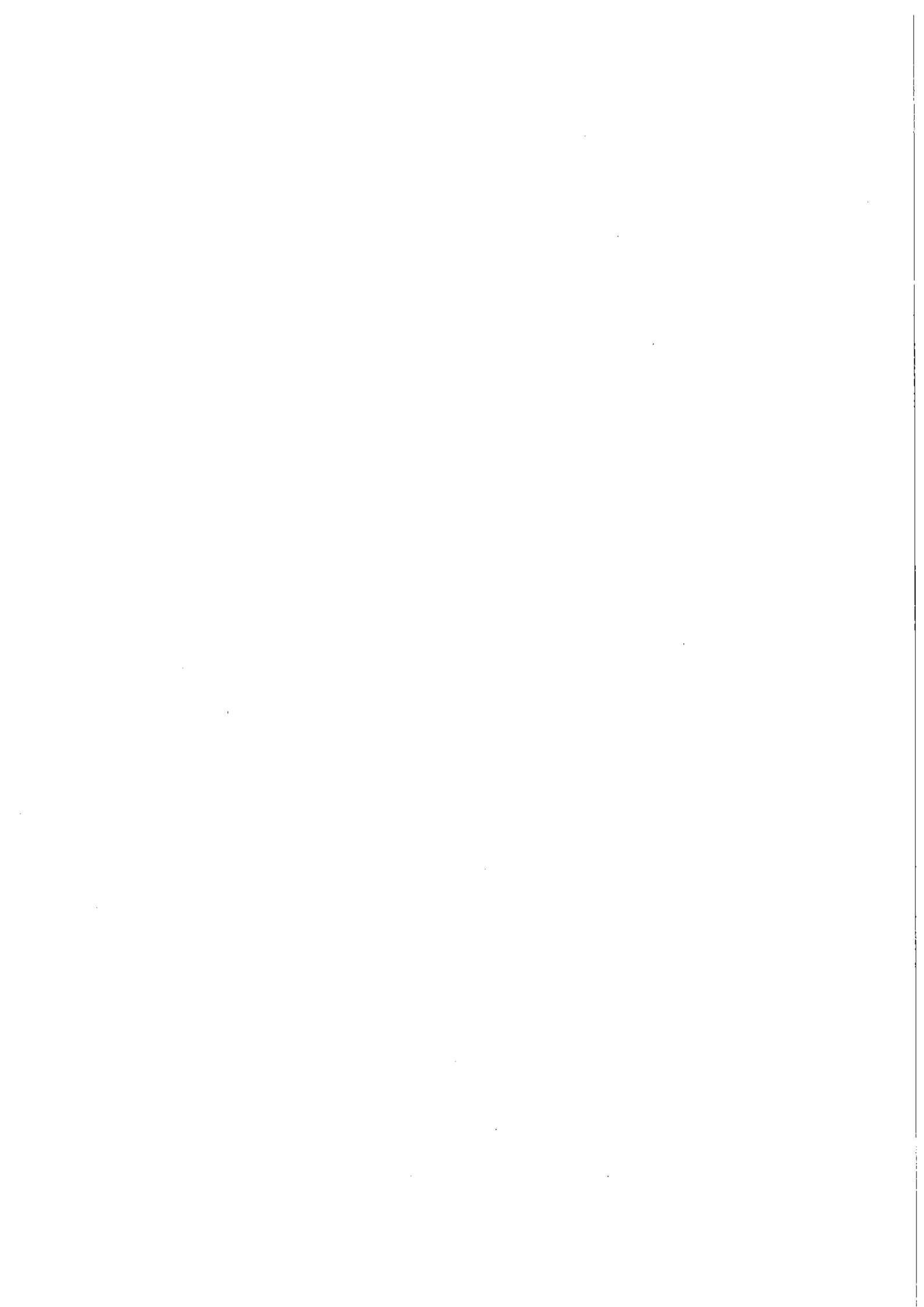
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Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		18/11/16
Police and Crime Commissioner for Dorset		18/11/16
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		





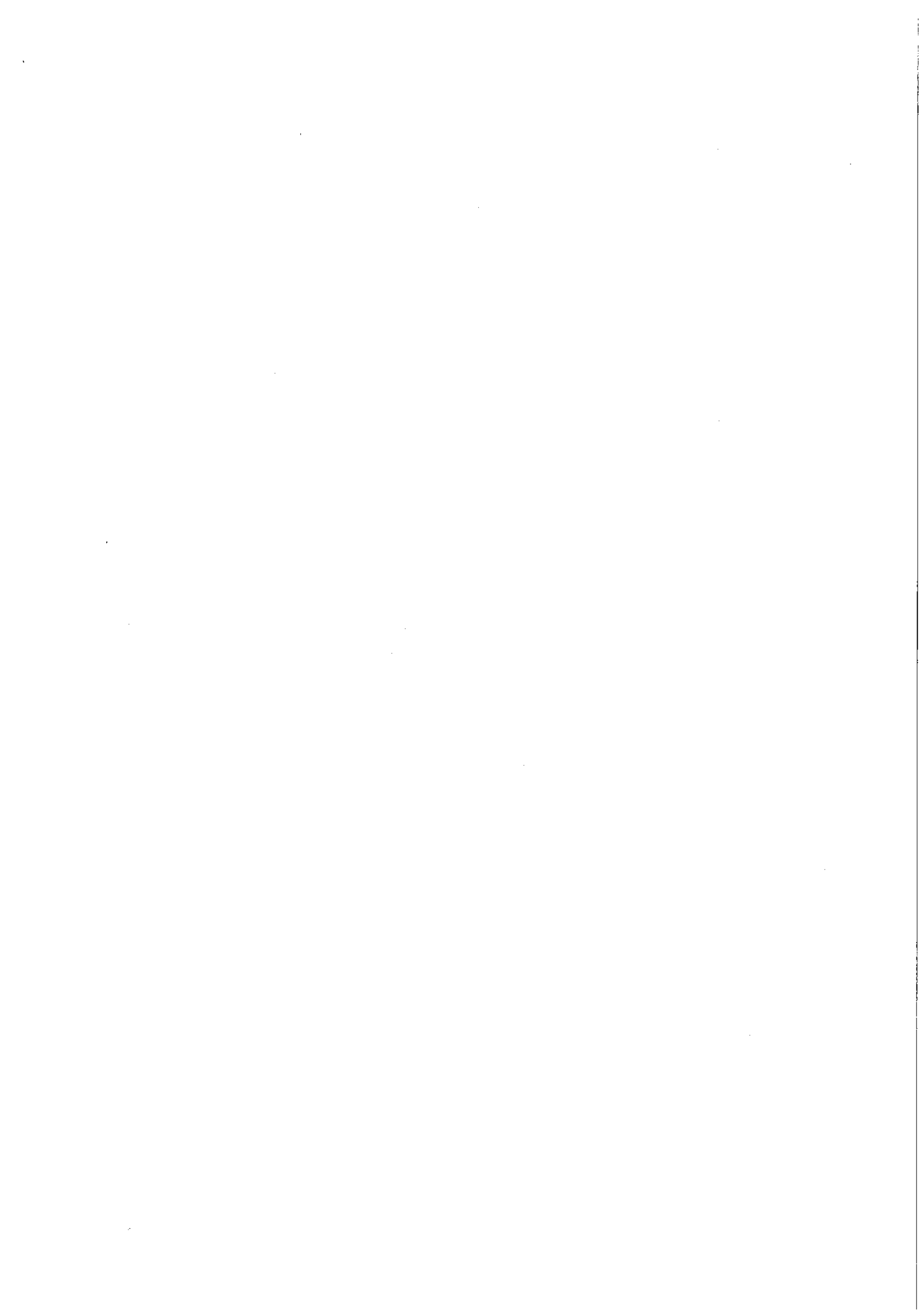
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Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Gloucestershire Constabulary		23/12/16
Police and Crime Commissioner for Gloucestershire		23/12/16
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		



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

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		31/1/17
Police and Crime Commissioner for Wiltshire		31/1/17



APPENDICES

Appendix A

ESMCP Principles

- The implementation of ESMCP not only allows for the introduction of a more cost-effective critical communication solution, it also allows for individual and collective improvements to operational communications and interoperability, which will improve the customer experience and improve operational responsiveness
- Collaboration will be the default assumption throughout the mobilisation and transition to ESMCP unless it is proved this approach is not beneficial to all of the partners involved. Such reasons will need to be clearly articulated within the regional governance framework.
- The Parties will use the Formula as the default mechanism for sharing financial costs arising from the ESMCP Collaboration between the Parties, unless otherwise articulated within an ESMCP Schedule
- It is recognized, due to existing agreements within individual Parties that different benefits will accrue for each Party at different stages of ESMCP implementation and that these may present as disbenefits in the shorter term. However, all Parties accept the principle that the wider benefit of constructive and effective collaboration outweighs the potential disbenefits of individual Parties.
- In order to deliver regional collaboration and alignment, regional and Force benefits and dis-benefits for collaboration will be mapped on a case by case basis. These will primarily relate to effectiveness (interoperability and alignment), efficiency (increased output) and value for money (cash-ability) of collaboration.

APPENDIX B – ESMCP Objectives

- To ensure a secure, timely and efficient transition from Airwave to ESMCP within South West, whilst maintaining operational effectiveness and business continuity throughout
- To meet regional coverage, capacity and equipment testing requirement and provide training for staff in the use of new equipment and relevant business processes
- To standardise ESMCP equipment and business processes used in ESMCP wherever possible to deliver operational benefits, long term savings and interoperability through convergence at every opportunity.
- To support and cooperate between forces, and where appropriate other emergency services, so as to achieve greater benefits and a successful implementation

APPENDIX C – Terms of Reference of the Strategic Board

Part 1 - Terms of Reference of the Strategic Board

1. PURPOSE

The purpose of the Strategic Board is to provide strategic governance for regional collaboration, the vision and strategic direction, commissioning decisions, and oversight and scrutiny of the SWPC change programme and collaborations within the region.

2. REMIT

The remit of the SWPC Strategic Board is to provide the strategic leadership required to co-ordinate, define and shape the delivery of collaborations across the region including:

- 2.1 Agreeing and setting the vision statement
- 2.2 Authorising and setting the collaboration budgets
- 2.3 Maintaining scrutiny and overseeing financial plans and budgets
- 2.4 Reviewing performance, effectiveness and efficiency of collaborations against agreed criteria including benefits realisation
- 2.5 Approving the nomination of lead officers for each collaboration
- 2.6 Having regard to compliance by PCCs and CCs with their statutory duty under the Police Act 1996 to keep collaboration agreements under review
- 2.7 Reviewing, scrutinising and agreeing collaboration agreements made or to be made under the Police Act 1996
- 2.8 Authorising the SWPC change programme mandate
- 2.9 Approving the funding and resourcing requirements for the SWPC change programme
- 2.10 Receiving, scrutinising and agreeing business cases for change, including benefits and dis-benefits
- 2.11 Receiving SWPC change programme updates
- 2.12 Resolving strategic and directional issues between programmes which could not be resolved at the SWPC Programme Board
- 2.13 Dealing with strategic HR issues
- 2.14 Overseeing high level strategic risks and issues

Part 2 – Membership of the Strategic Board

Membership of the Strategic Board comprises:

The Commissioners

The Chief Constables

OPCC Chief Executives for Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire and Wiltshire

One Finance Advisor on behalf of all Commissioners

One Finance Advisor on behalf of all CCs

SWPC Programme Lead and Manager

SWPC Administration Support

Specialist advisors if required (e.g. Human Resources, Corporate Communications, Legal, Chief Information Officer, etc)

In the absence of an attendee a designated deputy will attend

APPENDIX D – Terms of Reference of the SWPC Programme Board

Part 1 - Terms of Reference of the SWPC Programme Board

1. PURPOSE

The purpose of the SWPC Programme Board is to provide effective governance for development activity and programme management of police collaborations within the region.

2. REMIT

The remit of the SWPC Programme Board is to provide the strategic leadership required to co-ordinate, define and shape the development of police collaborations across the region including:

- 2.1 Overseeing and coordinating regional collaboration projects and programmes, including appropriate sequencing, resourcing and prioritisation
- 2.2 Ensuring delivery of defined outcomes and benefit from each project and programme
- 2.3 Overseeing and directing the portfolio of projects on behalf of the Strategic Board
- 2.4 Holding to account the Senior Responsible Officers (SROs) for each project / programme
- 2.5 Making decisions on proposals recommended by the Design Authority
- 2.6 Resolving strategic and directional issues between programmes / projects
- 2.7 Ensuring decisions and progress are communicated effectively

Part 2 -- Membership of the SWPC Programme Board

Membership of the SWPC Programme Board comprises:

DCC or change lead for Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire and Wiltshire

OPCC Chief Executives for Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire and Wiltshire

Strategic Leads for Corporate Communications, Human Resources, Learning & Development, ICT (this will be the Chief Information Officer), Finance, and Legal. Note - the role of the Strategic Leads will be to act as a single point of contact for professional advice in their area of expertise, and to engage with their force peers to form a regional collective perspective in their specialism on issues.

Strategic Alliance SROs

SWPC Programme Lead and Programme Manager

Senior Responsible Officers for collaboration projects as required

Chair of Regional Heads of Change

Chair of SWPC Design Authority

Regional representatives for the Police Federation and the Unions

In the absence of an attendee a designated deputy will attend

APPENDIX E – Terms of Reference of the ESMCP Programme Board

The primary purpose of the ESMCP Programme Board is to:

- Provide direction and corporate governance for the regional ESMCP programme.
- Provide a forum for escalation of issues from Tactical Project Boards and Theme Action Groups
- Monitor ESMCP programme progress against timescales.
- Identify any strategic conflicts / interdependencies between other change projects in the wider region
- Monitor the continued existence of expected benefits to ensure that the benefits anticipated remain viable and achievable.
- Monitor the finances of ESMCP programme – both budget and Home Office spending
- Consider any business case prior to submission to the SWPC Programme Board, requesting approval from the SWPC Programme Board where additional funding or resources are required and in line with the regional project approval process.
- Act as the escalation point for any risks that rise in criticality to a level where they endanger either the project or benefit delivery.
 - Provide visible leadership and commitment to the ESMCP programme at all times.
 - Ensure legal and contractual obligations are complied with.
 - Act as the single point of contact with Home Office on matters related to the new emergency service network (ESN)
 - Scope regional collaboration arrangements in relation to the ESMCP programme
 - Make all decisions in respect of ESMCP and the ESMCP Collaboration that are not the responsibility of the Strategic Board or the SWPC Programme Board.
- Implement ESMCP in accordance with the decisions of the Strategic Board, the SWPC Programme Board, and the ESMCP Programme Board.

Appendix F – ESMCP SCHEDULE

**POLICE AND CRIME COMMISSIONERS FOR AVON AND SOMERSET DEVON AND
CORNWALL DORSET GLOUCESTERSHIRE AND WILTSHIRE**

**CHIEF CONSTABLES OF AVON AND SOMERSET DEVON AND CORNWALL DORSET
GLOUCESTERSHIRE AND WILTSHIRE**

EMERGENCY SERVICES NETWORK

ESMCP SCHEDULE

ESMCP SCHEDULE NUMBER:

This ESMCP Schedule has been made under a collaboration agreement dated [] made between the Police and Crime Commissioners for Avon and Somerset Devon and Cornwall Dorset Gloucestershire and Wiltshire and the Chief Constables of Avon and Somerset Devon and Cornwall Dorset Gloucestershire and Wiltshire ('Collaboration Agreement').

The parties agree that the Element of ESMCP described in this document shall be implemented and delivered through the ESMCP Collaboration in accordance with the terms of the Collaboration Agreement and this ESMCP Schedule.

DESCRIPTION OF ELEMENT

FINANCIAL CONTRIBUTIONS

**SIGNED ON BEHALF OF THE POLICE
AND CRIME COMMISSIONER FOR AVON
AND SOMERSET:**

Signature: _____

Name: _____

**SIGNED ON BEHALF OF THE CHIEF
CONSTABLE OF AVON AND SOMERSET
CONSTABULARY**

Signature: _____

Name: _____

**SIGNED ON BEHALF OF THE POLICE
AND CRIME COMMISSIONER FOR
DEVON AND CORNWALL:**

Signature: _____

Name: _____

**SIGNED ON BEHALF OF THE CHIEF
CONSTABLE OF DEVON AND CORNWALL
CONSTABULARY:**

Signature: _____

Name: _____

**SIGNED ON BEHALF OF THE POLICE
AND CRIME COMMISSIONER FOR
DORSET:**

Signature: _____

Name: _____

**SIGNED ON BEHALF OF THE CHIEF
CONSTABLE OF DORSET POLICE**

Signature: _____

Name: _____

SIGNED ON BEHALF OF THE POLICE

SIGNED ON BEHALF OF THE CHIEF

AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE:	CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY
Signature: _____	Signature: _____
Name: _____	Name: _____
SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE:	SIGNED ON BEHALF OF THE CHIEF CONSTABLE OF WILTSHIRE POLICE
Signature: _____	Signature: _____
Name: _____	Name: _____