

## **SERVICE LEVEL AGREEMENT**

### **Updated December 2017**

#### **1. PURPOSE OF AGREEMENT**

The Police Reform and Social Responsibility Act 2011 and the Policing Protocol Order 2011 set out the respective roles and responsibilities of the PCC and CC. The Chief Constable is charged with exercising the power of direction and control of officers and staff employed by him in such a way as is reasonable to assist the PCC to exercise her functions. The PCC requires additional services to supplement her core office of staff (OPCC) which the CC agrees to provide pursuant to his obligations of assistance and in furtherance of the PCC and CC's joint vision of working together in partnership without compromise to the PCC's power and duty to hold the CC to account for the performance of the force's officers and staff.

#### **2. OVERRIDING PRINCIPLES**

- i. The provision and receipt of services will reflect the PCC and CC's commitment to working together in the spirit of partnership.
- ii. The CC will provide to the PCC sufficient, timely, continuing support to allow the OPCC to function and carry out its duties and priorities to a reasonable timescale that meets the deadlines and priorities of the PCC and needs of the public.
- iii. Services will be delivered to such a standard by appropriately trained and/or qualified staff as would reasonably be expected to enable the OPCC to operate as required by the PCC.
- iv. The PCC will make all reasonable efforts to ensure that requests for service are made clearly and sufficiently in advance to allow adequate time to provide an effective service.
- v. Requests for service should be treated and budgeted as it is for a OCC Department.

#### **3. SERVICES TO BE PROVIDED**

These are as stated and described in the attached business area specifications. Any additional services or amendments to the attached specifications may be agreed between the PCC Chief Financial Officer (CFO) and the CC CFO from time to time and will form part of this Agreement.

#### **4. REVIEW**

These arrangements shall be subject to annual review by the PCC's CFO and the CC's CFO of delivery of the services which shall include the sufficiency and quality of provision in each business area. In the event that sufficiency and quality of provision in any business area, including timeliness, is agreed to be due to inadequacy of resources the PCC CFO and CC CFO may agree a recommendation to the PCC to adjust the budget allocated to the CC.

## **5. RESOURCES**

The services will be provided from the existing budgetary provision allocated by the PCC to the CC unless provision of the services required third party expenditure by the CC. Such third party expenditure will be subject to agreement by the PCC CFO and unless otherwise agreed by the CC CFO met by the OPCC.

## **6. DISPUTE RESOLUTION**

Any dispute concerning the provision of services, other than any relating to performance, that cannot be resolved between the OPCC and the OCC staff concerned shall be settled by the PCC CFO and CC CFO.

In the event that the PCC CFO and CC CFO cannot reach agreement on resolution the dispute will be escalated to the PCC Chief Executive and the Deputy Chief Constable for resolution.

Any dispute or other concerns relating to performance that cannot be resolved between the OPCC and OCC staff concerned shall be escalated to the PCC Chief Executive and the Deputy Chief Constable and ultimately to the PCC and CC as appropriate.

## **7. TERMINATION**

This agreement may be terminated forthwith by agreement between the PCC and CC or unilaterally by the PCC giving 3 months' notice to the CC of withdrawal from all or any part of the agreement in any relevant business area.

## **8. INCORPORATION INTO THE SCHEME OF GOVERNANCE**

This agreement shall be incorporated into the Scheme of Governance and approval of the Scheme by the PCC and the CC shall give effect to the Agreement. Without prejudice to any review, amendment or termination the arrangements under this Service Level Agreement shall be reviewed annually in the course of the annual review of the Scheme of Corporate Governance.

## **SERVICE LEVEL AGREEMENT BUSINESS AREA SPECIFICATIONS**

### **Introduction**

These business areas specifications are in accordance with the Service Level Agreement ("SLA") between the Chief Constable of Avon and Somerset ("OCC") and the Police and Crime Commissioner for Avon and Somerset and her officer ("OPCC") and subject to the overriding principles set out in that SLA.

### **Joint Planning**

Wherever possible the OPCC and OCC will seek to align their planning cycles and endeavour to have joint forward planning and establish a shared understanding of likely demand on resources.

#### **1. Consultation, Public and Partner Working:**

The OCC will consult with the OPCC on plans for consultation, engagement activity, public and partner working.

##### **1.1 Consultation and Engagement**

OCC to provide OPCC with support for OPCC public consultation and engagement to meet statutory duties and additional commitments of the PCC and Police & Crime Panel to include preparation, attendance at events and analysis of feedback.

##### **1.2 Public Involvement**

OCC to undertake reviews of such public involvement schemes (including but not limited to Neighbourhood Watch, PACT, Have Your Say, Community Speedwatch) where the OPCC has a valid reason or evidence to be concerned about their performance, effectiveness or of the level of support provided to such schemes.

##### **1.3 Understanding Communities**

OCC to provide OPCC with access to their appropriate data, databases and systems as required by the OPCC to enable the OPCC to have the appropriate understanding of this information concerning communities across Avon and Somerset.

##### **1.4 Partnership Working**

OCC to provide sufficient and timely support and access to data and staff resources in order to enable the OPCC to be effective in meetings with key

partners and with the public and to meet statutory requirements and commitments of the PCC.

## **1.5 Commissioning**

OCC to provide OPCC with support for OPCC Commissioning and grant giving to meet statutory duties, timescales and additional commitments of the PCC and Police & Crime Panel.

OCC to provide a nominated procurement lead to support OPCC Commissioning work and regular strategic procurement advice.

## **2. Strategic Planning, Performance, Audit, Inspection & Standards:**

### **2.1 Strategic Planning**

OCC to provide sufficient and timely support and access to data and staff resources to the OPCC to enable the OPCC to complete their Police and Crime Needs Assessment to meet statutory and PCC and Police & Crime Panel timescales and requirements.

OCC to agree an annual delivery plan with the OPCC for the work needed to complete strategic planning activities. This annual plan will set out in more detail the activities and resources required to meet this business area specification for any given year. The plan will be prepared in time to meet the PCC's strategic planning timescales.

Unless otherwise agreed an annual delivery plan will be presented by the relevant service leads to the DCC and OPCC CEO by the end of June and reviewed before the end of December each year. The PCC and OPCC will review progress against delivery of the plan after 6 months and annually.

OCC to provide sufficient and timely support and access to data and staff resources to the OPCC to enable the OPCC to complete the Force and Local area Police and Crime Plans to meet statutory and PCC and Police & Crime Panel timescales and requirements.

### **2.2 Performance**

OCC to provide sufficient and timely support and access to data and staff resources to the OPCC to enable the OPCC to monitor and analyse and understand performance outcomes, communicate performance results and messages to local people, set out performance aspirations targets and answer ad hoc queries from time to time to meet statutory and PCC and Police & Crime Panel timescales and requirements.

### **2.3 Audit and Inspections and Standards**

OCC to provide sufficient and timely support and access to data and staff resources to the OPCC to enable the OPCC to meet any statutory responsibilities regarding

oversight and governance of professional standards and the needs of any standards inspections including from a PCC's volunteers panel or equivalent.

OCC to provide sufficient and timely support and access to data and staff resources to the OPCC to meet the needs of inspection bodies and of the Joint Audit Committee and internal and external auditors and coordinate the management of inspections and analysis of findings so that the PCC and OPCC can meet any statutory, regulatory, audit and Joint Audit Committee and PCC and Police & Crime Panel timescales and requirements.

### **3. General Support, HR and Financial Services to be Provided for the Benefit of the OPCC by the OCC**

The OCC will provide to the OPCC sufficient, timely, on-going support as required by the OPCC for Financial, HR, Payroll, Pensions, Legal, ICT, Estates, Fleet, Procurement, Corporate Information Management, Data Protection, General Office, Corporate Support and other support services as needed to allow the OPCC to function and carry out its duties and priorities to a reasonable timescale that meets the deadlines and priorities of the PCC and needs of the public without the OPCC needing to hire additional such resources into the OPCC team or procure additional such services from third party providers.

The OCC will manage services delivered to the OPCC via any outsourced enabling services contracts (such as SW1 or MFSS), including contract delivery and provision of services as required to the OPCC that fall under such arrangements.

The OCC will provide to the OPCC sufficient, timely, on-going support and access to data and staff resources as required by the OPCC for HR advisory to allow the OPCC to function and carry out its duties as an employer and meet the needs of the OPCC without needing to hire additional such resources into the OPCC team or procure additional such services from third party providers.

The OCC will treat the OPCC as a department in terms of providing support, advice and training for the implementation of new systems e.g. MFSS and new GDPR legislation.

The OCC will treat the OPCC as a department to process vetting applications and co-ordinate vetting renewals.

### **4. Corporate Communications**

A more detailed Business area specification has been developed by the heads of Corporate Communications for the OPCC and OCC given the importance and sensitivity of this area and its nature being governed by responding to events as they happen as well as planned proactive activity.

In terms of workloads and teams the majority of the resource is with the OCC with the OPCC having a smaller team. The OCC team is therefore a critical resource for the OPCC to meet the requirements of the PCC. While retaining two units it will be necessary for the OPCC to call on the resources of Corporate Communications. This

includes day-to-day tasking to avoid duplication of work and support at peak demands.

For both teams to work much more closely together three clear principles for the approach have been developed:

1. A joint pro-active campaigning strategy including:
  - i. Joint forward plan updated weekly and covering a rolling 12 month period;
  - ii. Proactive marketing campaign plans for each of the PCC's priority areas; and
  - iii. Timely delivery of joint campaigns.
2. Reactive strategy led by Corporate Communications with dynamic briefing of the PCC and a 'no surprises' policy:
  - i. Adhering to Critical Incidents protocol; and
  - ii. Advance warning to the PCC/OPCC at the earliest opportunity of any issues of reputational risk or high profile (national/ broadcast) media interest.

### **3. Resourcing and Support, Outlined Below:**

#### **4.1 Media Relations Support**

OCC communications will ensure the PCC is fully supported at all times by providing a dedicated media officer trained and familiar with OPCC systems (website, social media etc) and style to cover periods of absence/holidays or peaks. Where possible this should be the same person.

OCC team will provide written briefings when required by the PCC for example ahead of media items and/or visits.

OCC Corporate Communications and OPCC Communications will support each other in responding to media enquiries and taking calls at times of peak demand or absence subject to availability.

OCC Corporate Communications and OPCC Communications will work together to provide media/communications training to internal stakeholders.

OCC media monitoring will cover OCC and OPCC coverage and be circulated to the OPCC daily.

#### **4.2 Marketing Support**

The OPCC and OCC joint communications leadership team will develop and drive forward proactive communications plans and integrated marketing campaigns to support the PCC's priorities.

Avon and Somerset Joint Scheme of Governance

OCC Corporate Communications will provide marketing and communications support and advice for PCC partnership activities, where relevant, such as rural crime or business forum audiences.

OCC Corporate Communications will provide support for PCC engagement events, where capacity allows, joint PCC/OCC events, and PCC PR events such as Forums, Roundtables and Awards.

OCC Corporate Communications will provide editing support for print and online materials (such as Police and Crime Plans).

The OPCC and OCC joint communications leadership team will provide regular monitoring and evaluation reports for all communications activities, including media.

The OPCC and OCC communications heads will jointly ensure best value is achieved in commissioning design, print and other associated communications services.

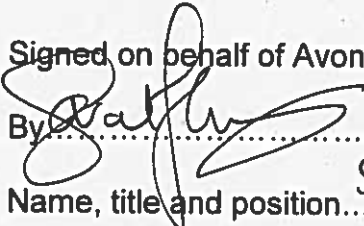
**4.3 Digital Support**

OCC Corporate Communications will provide support and assistance in the creation of digital and social media content, particularly on joint proactive campaigns and at times of peak demand or absence. The OCC creative communications team will provide advice and sharing of best practice on all online services.

OCC Corporate Communications will provide back-up OPCC website editorial and inputting support to allow for absences and peaks in demand.


OCC E-services department will provide support for developing new websites, online platforms, webstreaming and other digital functions that are outside of corporate communications expertise. As well as supporting and when required maintaining existing websites such as the Be Proud Awards and Plan website.

Signed on behalf of Avon and Somerset Constabulary

By  On 12<sup>TH</sup> MARCH 2018

Name, title and position SARAH J. CREW, Deputy Chief Constable

Signed on behalf of Avon and Somerset Police and Crime Commissioner

By  On 5 March 2018

Name, title and position JOHN SMITH, CEO

