

Title: Panel Arrangements Document

Date: 6 April 2012

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Purpose of Report

To present a draft Panel Arrangements Document (see Appendix 1) for sign-off by the Joint Committee.

Summary

The draft Panel Arrangements Document has been circulated to all members of the Steering Group and all lead officers from Authorities across the Thames Valley.

An invitation for formal responses was issued on 21 March with a deadline for response by Tuesday 3 April. Based on the responses received from councils, and further legal advice, a revised draft is set out in Appendix 1 for approval. Appendix 2 sets out a summary of the substantive changes suggested by councils, alongside a response on the issue.

The Panel Arrangements Document should be read in conjunction with the draft Rules of Procedure. The Panel Arrangements Document sets out the high level principles for agreement by the Joint Committee. The Rules of Procedure sets out the detail of the standing orders for the Panel and needs to be formally agreed at the first meeting of the Panel.

Recommendations

As agreed unanimously by the Member Steering Group, this Joint Committee is invited to sign-off the Panel Arrangements Document on behalf of the respective local authorities in the Thames Valley.

- 1. To consider and agree the Panel Arrangements Document as set out in Appendix 1.**
- 2. To give delegated authority to the Chief Executive of the Host Authority to update the Panel Arrangements Document in light of discussion at the meeting and any subsequent statutory regulations, with notification given to the local authorities and subsequently the Panel of any such changes.**
- 3. To require all Thames Valley Authorities to notify the Host Authority Secretariat by 31 May 2012 of their appointment to the Thames Valley Police and Crime Panel.**

APPENDIX 1: DRAFT THAMES VALLEY POLICE AND CRIME PANEL ARRANGEMENTS

[To be inserted at start of document once agreed - This document was agreed by the 'Joint Committee to agree Panel Arrangements for the Thames Valley Police and Crime Panel' on 19 April 2012. This is an agreement made between the following Authorities – list]

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A definition section will also be inserted as necessary.

In the Agreement the above Authorities are referred to singularly as 'Authority' and together as 'the Authorities'.

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The Agreement is made between the following: ¶
¶
[INSERT LIST OF ALL COUNCILS]¶

1.0 Background

1.1 This Panel Arrangements Document will normally be reviewed every four years (with the next review will take place in April 2016) by all Authorities, alongside a review of the Rules of Procedure. Proposed changes to the Panel Arrangements Document will be referred to the Chief Executive Officers (or to other such arrangement as may be agreed by all Authorities) for comment prior to the decision by the Panel.

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1.2 The Police Reform and Social Responsibility Act 2011 ('the Act') introduces new structural arrangements for national policing, strategic police decision making, neighbourhood policing and police accountability.

1.2 The Act provides for the election of a Police and Crime Commissioner ('PCC') for a police area, responsible for securing an efficient and effective police force for their area, producing a Police and Crime Plan, recruiting the Chief Constable for an area, and holding him/her to account, publishing certain information including an annual report, setting the force budget and police precept and requiring the Chief Constable to prepare reports on police matters. The PCC must co-operate with local community safety partners and criminal justice bodies.

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1.3 The Act requires the Authorities to establish and maintain a Police and Crime Panel ('the Panel'). It is the responsibility of the Authorities for the police area to make arrangements for the Panel ('Panel Arrangements').

1.4 The Thames Valley is a multi-authority police area ('the police area') as defined in Schedule 1 of the Police Act 1996. All the Authorities, as the relevant local authorities within the police area must agree to the making and modification of the Panel Arrangements. If the Authorities are not able to agree the Panel Arrangements the Secretary of State is able to establish a Police and Crime Panel for the Police Area.

1.5 Each Authority and each Member of the Panel must comply with the Panel Arrangements.

1.6 The functions of the Panel—to be known as the "Thames Valley Police and Crime Panel"—must be exercised with a view to supporting the effective exercise of the functions of the PCC for that police area.

1.7 The Panel must have regard to the Policing Protocol issued by the Home Secretary, which sets out the ways in which the Home Secretary, the PCC, the Chief Constable and the Panel should exercise, or refrain from exercising, functions so as to encourage, maintain or improve working relationships (including co-operative working); and limit or prevent the overlapping or conflicting exercise of functions.

1.8 The Panel is a scrutiny body with responsibility for scrutinising the PCC and promoting openness in the transaction of police business in the police area.

1.9 The Panel is a Joint Committee of the Authorities.

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1.10 The Authorities by being parties to this Agreement signify their agreement to the Panel Arrangements.

2.0 Terms of Reference and Functions

2.1 The overarching role of the Panel is to scrutinise the work of the PCC in the discharge of the PCC's functions in order to support the effective exercise of those functions.

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2.2 To undertake this scrutiny role the Panel will carry out the functions set out in the Act. These functions relate to the scrutiny of the Police and Crime Plan, PCC's Annual Report; confirmation hearings of appointments; issuing of precepts; and the appointment of the Chief Constable. [These functions may not be discharged by a sub-committee of the Panel](#)

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2.3 The Panel is a statutory consultee on the development of the **PCC's Police and Crime Plan** and must:

- a) review the draft Police and Crime Plan (or a variation to it); and
- b) report and/or make recommendations on the draft Plan which the PCC must take into account.

2.4 The Panel must comment upon the **Annual Report** of the PCC, and for that purpose will:

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- a) question the PCC on the Annual Report at a public meeting;
- b) make a report and/or recommendations on the Annual Report to the PCC.

2.5 The Panel must hold **confirmation hearings in respect of proposed senior appointments** made by the PCC. This includes the posts of the PCC Chief Executive; Chief Finance Officer and Deputy Police and Crime PCC in accordance with the requirements set out in Schedule 1 of the Act. The Panel will review the appointments and make a report and/or recommendations to the PCC.

2.6 The Panel must hold a **confirmation hearing in respect of the appointment of the Chief Constable** by the PCC. The Panel has the right of veto for the appointment of this post in accordance with the Act and regulations.¹

¹ Regulations from HO expected late in March to cover this point, so may need to change.

- 2.7 The Panel must review the **precept** proposed by the PCC in accordance with the requirements set out in Schedule 5 of the Act, and will have a right of veto in respect of the precept in accordance with the Act and Regulations made thereafter.
- 2.8 The right of veto will require that at least two-thirds of the persons who are Members of the Panel at the time when the decision is made vote in favour of making that decision.²
- 2.10 The Panel may appoint an Acting PCC if necessary.
- 2.11 The Panel may suspend the PCC if he/she is charged with an offence carrying a maximum term of imprisonment exceeding two years.
- 2.12 The Panel will have any other powers and duties set out in the Act or Regulations made in accordance with the Act.
- 2.13 [The Panel may carry out in-depth reviews into the work of the PCC. This work may be delegated to a Sub-Committee or Task Group.](#)

3.0 Membership

Elected Members

- 3.1 The Panel comprises 18 elected members; one from each of the Authorities.
- 3.2 Appointments of elected Members to the Panel shall be made by each of the Authorities in accordance with their own procedures and [in making their appointments to the Panel each individual authority shall have regard to the requirement in the Act that appointments shall be made](#) with a view to ensuring that the 'balanced appointment objective' is met so far as is reasonably practicable. [It is recognised that each Authority may chose to appoint from within the membership of the majority group.](#)
- 3.3 The balanced appointment objective requires that the ~~Panel should~~ (when taken together), [and as far as is reasonably practicable:](#)
- represent all parts of the police area;
 - represent the political make-up of the Authorities (when taken together);
 - have the skills, knowledge and experience necessary for the Panel to [discharge its functions effectively.](#)
- 3.4 In the event that an Authority does not appoint a Member or Members in accordance with these requirements, the Secretary of State ~~will~~ appoint a Member from the Authority to the Panel in accordance with the provisions in the Act.

Term of Office

- 3.5 A member shall be appointed annually to the Panel to hold office [for the following municipal year, and all such appointments shall be notified to the Secretariat no later than 31 May in each year.](#) subject to the following proviso that he or she:

² Make need changing in light of regulations expected in late March.

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¶

<#>In meeting the 'balanced appointment objective', each Authority agrees that it shall nominate and appoint a Member in compliance with the following order of priority:-¶

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<#>a member of the Authority who is a member of the political group³ where the number of members in that political group is more than half of the total of elected members of the Authority; ¶

¶

<#>a member of the Authority who is a member of the political group where the number of members in that political group is greater than the number of members in any other political group in the Authority; ¶

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<#>in the event that two or more political groups have an equal number of members, a member of the Authority agreed by the leaders of those political groups or on the drawing of lots in the absence of such agreement.¶

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a) shall cease to be a member of the Panel if he or she ceases to be a member of the Authority (and does not on the same day again become a member of the Authority).

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3.6 Each Authority will give renewed consideration to the 'balanced objective requirement' in its annual appointment process. Where possible, an Authority will give consideration to continuity of membership to enable the Panel's expertise and skills to be developed for the effective scrutiny of the PCC.

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ii) . the political group in the Authority when the appointment to hold office was made.¶

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Resignation and removal of elected members on the Panel

3.7 An Authority may decide in accordance with its procedures to remove its appointed Member from the Panel at any time, and upon doing so shall give written notice to the Secretariat of the change in its appointed Member.

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3.8 An appointed Member may resign from the Panel at any time by giving notice to the appointing Council who will inform the Secretariat.

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3.9 In the event that any appointed Member resigns from the Panel, or is removed from the Panel by his or her Authority, the Authority shall immediately take steps to nominate and appoint an alternative Member to the Panel, applying the considerations given in paragraph 3.2-3.3 above.

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3.10 Where Members of the Panel fail to attend meetings of the Panel over a six month period then the Secretariat shall recommend to the relevant Authority that the member is immediately removed from office and replaced.

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Co-opted Members

3.11 Two independent co-optees shall be appointed by the Panel. This is the maximum number permissible under the legislative requirement for the Panel size to be an overall maximum of 20.

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3.12 The independent co-optees shall:

a) be disqualified from being appointed if:-

- i) he or she has not yet attained the age of eighteen years, or
- ii) neither his or her principal or only place of work, nor his or her principal or only place of residence, has been in the police area during the whole of the period of twelve months ending with the day of appointment.

b) be disqualified from being a member so appointed if, at any time, neither his or her principal or only place of work, nor his or her principal or only place of residence, is within the police area.

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Deleted: <#>not be members of any of the Authorities.¶

3.13 The following shall be disqualified from being appointed, and from being a co-opted Member if so appointed:

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- a) the PCC for the police area.
- b) a member of staff of the Police and Crime PCC for the area.

- c) a member of the civilian staff of the Police Force for the area.
- d) a Member of Parliament.
- e) a Member of the National Assembly for Wales.
- f) a Member of the Scottish Parliament.
- g) a Member of the European Parliament.
- h) a member of the uniformed Police Force for the area.

i) a member of a principal council within the Thames Valley Police Authority area.

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3.14 A co-opted Member shall be a Member of the Panel for four years. The maximum time length that a co-opted member may serve for is two terms.

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3.15 The appointments of co-opted Members are undertaken in accordance with the following principles:

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a) The appointment will be made on merit of candidates whose skills, experience and qualities are considered best to ensure the effective functioning of the Panel.

b) The selection process must be fair, objective, impartial and consistently applied to all candidates who will be assessed against the same pre-determined criteria.

c) The selection process will be conducted transparently with information about the requirements for the appointment and the process being publicly advertised.

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d) The selection process will endeavour to encourage applications from candidates which reflect the breadth of communities in the Thames Valley and will welcome applications from all eligible people irrespective of gender, ethnic origin, religious belief, sexual orientation, disability, age or other factor.

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3.16 Costs of the recruitment process shall be met from within the existing budget approved by the Panel as set out in section 5. Costs will be minimised by utilising existing networks and advertising online through the national public appointments website, rather than by paid advertisement in newspapers.

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3.17 A co-opted Member of the Panel may resign from the Panel by giving at least three months written notice to the Secretariat; in exceptional circumstances the Panel may agree to a shorter notice period.

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3.18 The Panel may at any time terminate the appointment of a co-opted Member of the Panel by notice in writing with immediate effect if:

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a) he or she has been convicted of a criminal offence but not disqualified in accordance with 3.21(c);or

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b) reasonably satisfied that the member is otherwise unable or unfit to discharge his functions as a member; or

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<#>the co-optee has failed to attend two consecutive ordinary meetings of the Panel without the Panel's consent. ¶

3.19 In the event that a co-opted Member resigns from the Panel or is removed from the Panel following a decision of the Panel, the Panel shall ensure that a replacement is

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sought as soon as possible in accordance with the principles set out in paragraph 3.15.

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3.20 Subject to the exemptions set out in paragraphs 3.21 and 3.22, a person shall be disqualified from being appointed as or being a member of a Panel if—

- a) a bankruptcy order has been made against him or her or his or her estate has been sequestrated or he or she has made a composition or arrangement with, or granted a trust deed for, his creditors;
- b) he or she is subject to a disqualification order or disqualification undertaking under the Company Directors Disqualification Act 1986, to a disqualification order under Part II of the Companies (Northern Ireland) Order 1989, to a disqualification undertaking accepted under the Company Directors Disqualification (Northern Ireland) Order 2002 or to an order made under section 429(2)(b) of the Insolvency Act 1986(failure to pay under county court administration order); or
- c) he or she has within five years before the date of appointment or since appointment been convicted in the United Kingdom, the Channel Islands or the Isle of Man of an offence, and has had passed on him or her a sentence of imprisonment (whether suspended or not) for a period of not less than three months.

3.21 Where a person is disqualified under paragraph 3.20(a) by reason that a bankruptcy order has been made against him or her or his or her estate has been sequestrated, the disqualification shall cease—

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- a) unless the bankruptcy order is previously annulled or the sequestration of his estate is recalled or reduced, on his obtaining a discharge; and
- b) if the bankruptcy order is annulled or the sequestration of his estate is recalled or reduced, on the date of that event.

3.22 Where a person is disqualified under paragraph 3.20(a) by reason of having made a composition or arrangement with, or granted a trust deed for, creditors and pays debts in full, the disqualification shall cease on the date on which the payment is completed, and in any other case it shall cease at the end of the period of five years beginning with the date on which the terms of the deed of composition or arrangement or trust deed are fulfilled.

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3.23 For the purposes of paragraph 3.20(c) the date of a conviction shall be taken to be the ordinary date on which the period allowed for making an appeal or application expires or, if an appeal or application is made, the date on which the appeal or application is finally disposed of or abandoned or fails by reason of its non-prosecution.

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4.0 Host Authority

4.1 The Panel shall agree a Host Authority for the Secretariat for the Panel which Secretariat shall provide such scrutiny, legal, financial, administrative and other

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support as is reasonably required, to enable the Panel to undertake its functions, within the resources agreed by the Panel.

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4.2 Buckinghamshire County Council shall act as the initial Host Authority until such time as either:

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a) The Panel resolves at its annual meeting (held in June of each year) that another Authority should carry out this function, provided that such other Authority agrees. In which case, the function will be transferred six months after the Panel decision unless a shorter period is agreed between Buckinghamshire County Council (or the existing Host Authority) and the new Host Authority; or.

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b) Buckinghamshire County Council serves notice that it no longer wishes to be the Host Authority and this function is transferred to another Authority in which case, a six month notice period will apply, unless a shorter period is agreed between Buckinghamshire County Council and the new Host Authority.

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c) In the event that no Authority comes forward to act as Host Authority the home Council of the current Chairman of the Panel shall be the Host Authority.

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4.3 The staff employed to support the Panel will be employed by the Host Authority, and should the Host Authority change the TUPE legislation which is in force at the time shall apply as necessary

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5.0 Budget and Costs of the Panel

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5.1 An annual draft budget for the operation of the Panel shall be drawn up each year by the Host Authority and approved by the Panel. All monies (which are not ring-fenced) provided by the Home Office to support the operation of the Panel shall be taken into account in preparing the Budget.

Deleted: Buckinghamshire County Council may serve notice on the Panel at any point [after 30th April 2013] that it intends to terminate the arrangements to act as Host Authority. Such notice will come into effect after a period of six months unless otherwise agreed by the Panel and the Host Authority. ¶

5.2 For the first year of operation (Up until April 2013), the Host Authority will provide a level of service to the Panel within the resources granted by the Home Office, excluding some of the on-costs which will be covered by the Host Authority.

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5.3 If in subsequent years, the Panel considers that the Budget is insufficient to support the functions of the Panel, the Panel may make a funding request to all Authorities, which request shall be made via the Thames Valley Local Authority Chief Executives.

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5.4 Any additional costs arising under paragraph 5.3 shall be borne between the Authorities in equal shares.

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6.0 Allowances and Expenses

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6.1 Each Authority has the discretion to pay its representatives on the Panel Special Responsibility Allowances; and to reimburse reasonable expenses incurred. No allowance or expenses payments will be made by the Panel itself to elected members. Any allowances or expenses which may be made to elected members

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arising out of Panel Membership shall be determined and borne by the appointing Authorities without reimbursement.

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6.2 The Host Authority, on behalf of the Panel, may pay an allowance and expenses to cooptees if this is agreed as part of the annual budget approved by the Panel.

7.0 Promotion of the Panel

7.1 The Panel shall be promoted and supported by the Host Authority and the Secretariat through:

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- d) The inclusion of dedicated webpages on the work of the Panel, with the publication of meeting agendas; minutes; and papers where those papers are public, in line with the rules of procedure and legal obligations under the Local Government Act 1972 [*exact wording to be finalised*]. All reports and recommendations made, with responses from the PCC will be published. Information on member attendance and other publications will be included.
- e) Media and communications support provided by the corporate communications team, this includes the issuing of press release where required.
- f) Clerking support to be provided for all public Panel meetings. This includes sending out agendas; minutes; procedural advice.
- g) Legal advice where required for the Panel to carry out its duties effectively.
- h) Independent policy advice to the Panel through a dedicated scrutiny officer, this includes written and oral briefings to Panel members.

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7.2 The costs of the promotion work identified above will be identified as part of the annual budget approved by the Panel. Costs will be met as set out in section 5 above.

7.3 The Panel shall be promoted and supported by each Authority through:

- a) Ensuring that briefings take place for local stakeholders on the work of the Panel. This includes officer briefings to respective members in each authority to support the work of the Panel (executive/non-executive members including Panel member) on a regular basis to ensure that members are fully informed about local relevant matters.
- b) Information on each respective website about the work of the Panel and links to the main web-pages.
- c) Sharing of information on the work of the designated statutory Crime and Disorder Scrutiny Committee in order to ensure that the work programme of the Panel complements local scrutiny work and vice-versa.

8.0 Validity of Proceedings

8.1 The validity of the proceedings of the Panel shall not be affected by a vacancy in the Membership of the Panel or a defect in appointment.

8.2 All Panel members (including Co opted members) must observe the Code of Conduct and any related Protocols as agreed by the Panel [further regulations may follow on this issue]

9.0 Rules of Procedure

9.1 The Panel shall determine its Rules of Procedure (in accordance with the statutory requirements and regulations).

9.2 The Rules of Procedure shall include arrangements in relation to:

- a) the appointment, resignation and removal of the Chairman and Vice-Chairman
- b) the appointment of sub-committees;
- c) the appointment of Task Groups
- c) the making of decisions
- e) the circulation of information
- f) the frequency, timing and place of meetings;
- g) public participation
- h) minority reporting

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Appendix 2: Responses received from Councils on the Draft Panel Arrangements Document

1. The following Councils submitted responses by Thursday 5 April with suggestions for amendments: Oxford City Council, Cherwell District Council, Reading Borough Council, Bracknell Forest Council, Slough Borough Council.
2. The changes made to the Panel Arrangements Document since the version considered by the Member Steering Group (as circulated by email on 21 March 2012) are included as tracked changes in Appendix 1.
3. Below is a summary of the key issues raised and response.

Issue	Revised Draft response
Members should not be removed for non-attendance at two consecutive meetings (Reading/Bracknell Forest)	This clause is removed in the revised draft in relation to both elected members and co-optees.
Provision should be considered for substitutes (Reading)	No provision is proposed for substitutes, in line with previous practice to the appointment to the Police Authority. Expectation would be that an Authority appoints a member who is available to attend 6 ordinary meetings per year.
Panel Arrangements Document should include selection objective relating to ensuring Panel membership is reflective of social communities across the Thames Valley (Reading)	See revised 3.16 (d)
There should be a review of the Host Authority(Reading)	See revised 4.2 – provision included for review and change
There should be a quorum (Oxford City)	See Rules of Procedure – one third
Reduce co-optee appointment to 2 years (Oxford City)	This has resource implications for the recruitment process. 4 years is standard for trustee/board positions.
Protection for staff member if Host Authority changes (Oxford City)	See revised 4.3- Tupe rules would apply
Panel should not be able to agree additional funding to support it (Oxford City)	See revised section 5 – All Authorities would need to agree to any funding request.
There should be provision for minority reporting (Oxford City/Cherwell DC)	Provision included in Rules of Procedure (and covered in 9.2 Panel Arrangements)
Political balance – should be clear that it is as “far as is reasonably practicable” (Bracknell Forest)	See revised 3.3
Notice period should be included for co-optees (Bracknell Forest)	Three months included
Member Steering Group agreed that expenses should not be paid to elected members from the Home Office funding. (Bracknell Forest)	This provision is now included in section 6.

If the Authorities, via the Thames Valley Chief Executives Forum, agree a revised budgetary need, then costs

as no central government funding is available to support this.