

# **Memorandum of Understanding (2018-2020)**

For

The Delivery of

‘The Kent Community Safety Team’

Between

Kent Fire and Rescue Service

And

Kent County Council

And

Kent Police



## **Background and Introduction**

- 1.1 In April 2013, a project to explore a new delivery model was initiated, in light of the significant financial challenges facing the three partners named in this agreement. There was a collective desire to transform our service delivery to achieve better outcomes for the people of Kent and support the delivery of the multi-agency Kent Community Safety Partnership (KCSP). Kent Fire and Rescue (KFRS), Kent Police (KP) and Kent County Council (KCC) officers therefore felt there was merit in the concept of closer collaboration and joint working on county-wide Community Safety matters.
- 1.2 The parties to this Memorandum of Understanding (MoU) have a strong history of collaboration and joint working, via the statutory Kent Community Safety Partnership (KCSP). They also have strong history of working with District Community Safety Units and District Community Safety Partnerships. This is all encapsulated in the [‘Kent Community Safety Agreement’](#) which sets out how partners work together to address the key community safety priorities for the County.
- 1.3 In early 2014, a Steering Group was formed to scope in more detail a co-located integrated team comprised of staff from Kent County Council, Kent Fire & Rescue Service and Kent Police. This would provide a new model for delivering statutory responsibilities on behalf of the three responsible authorities whilst retaining individual statutory accountability. It would also provide capacity to deliver partnership and business support for the Kent Community Safety Partnership. A number of various groups, including District Council Chief Executives, District Community Safety Managers, Medway Council, Probation Service, the Police and Crime Commissioner and Public Health England, were engaged in discussion about the formation of a Kent Community Safety Team (KCST).
- 1.4 In September 2015, the co-located joint Kent Community Safety Team (KCST) was established, made up of staff from each of the three organisations to operate as a county Community Safety Unit (CSU).
- 1.5 In 2017/18, the KCST was subject to an Internal Audit by Kent County Council’s Audit Team. This Audit process judged the KCST as adequate with very good prospects for improvement in the future and made four recommendations for improvement. A management action plan which is overseen by the Senior Management Team is in place to implement all of the recommendations from the internal audit including a refresh of the Memorandum of Understanding.
- 1.6 This updated MOU contains details from the original agreement establishing the initial set up of the KCST (Phase 1), and following the above audit, now includes greater detail regarding the funding governance, reviews / oversight and future plans and arrangements for delivery of Phase 2 of the KCST.

## **2. Definitions and interpretation**

In this Service Level Agreement:

<b>“The C&amp;D Act”</b>	Means the Crime and Disorder Act 1998 and associated relevant legislation and regulations;
<b>“Statutory Responsible Authorities”</b>	Means a person or body listed in Section 5 (1) of the C&D Act 1998 (amended by the Police and Justice Act 2006). These Bodies are defined as being the responsible authorities that have a statutory duty to work together to tackle crime, disorder, antisocial behaviour, environmental crime and reduce reoffending in the area.
<b>“Kent Community Safety Partnership (KCSP)”</b>	Means the County Strategy Group set up by the upper tier authority in the County as per the Crime and Disorder (Formulation and Implementation of Strategy) regulations.
<b>“the Constituent Partners”</b>	Means; (a) Kent County Council; and (b) Kent Fire and Rescue; and (c) Kent Police
<b>“Kent Community Safety Team (KCST)”</b>	Means the collective, integrated team created under this agreement;
<b>“KFRS”</b>	Means Kent Fire and Rescue Service;
<b>“KCC”</b>	Means Kent County Council;
<b>“KP”</b>	Means Kent Police;
<b>“KCST Senior Management Team (SMT)”</b>	Means the group of senior officers from the constituent partners that oversee and govern the KCST;
<b>“the CSA”</b>	Means the Countywide Kent Community Safety Agreement.
<b>“the agreement”</b>	Means this Memorandum of Understanding (MoU).

**“the audit”**

Means the KCC Internal Audit into the KCST seeking “to provide reassurance that the integrated function’s objectives and planned efficiencies/effectiveness had been achieved through coordinating community safety across the county.”

**3. Term of the agreement**

- 3.1 This agreement will be in force from the **1 January 2018** until the **31 March 2020**. This two year period will bring this agreement in line with the business planning cycle and strategic assessments process, enabling the KCST to play a significant role in the delivery of the CSA. The agreement will be reviewed in January 2019 and January 2020. The aim will be to replace this agreement with a new three year MOU from April 2020.

**4. Governance**

- 4.1 The KCST Senior Management Team (SMT) will oversee the progress, performance, effectiveness and quality of the KCST at a strategic level on behalf of the constituent partners. It will meet at least every two months and must have representation from all three constituent partners for a quorum to be met (*see appendix a for SMT membership*). In the event of a member of SMT being unable to attend a meeting, a suitable deputy should be nominated to attend and will form part of the quorum for that meeting. The Senior Management Team will have authority to make decisions on all strategic and operational aspects of the joint team, including the direction and purpose of the KCST, the functions of the team, use of the pooled budget and related matters as long as they remain within the terms of this agreement.
- 4.2 The KCST will report progress to the Kent Community Safety Partnership (KCSP) and will continue to support the work of this statutory partnership as well as the KCSP Working Group. The KCSP or its Working Group may issue tasks to the KCST provided they are in line with the functions detailed in this agreement.
- 4.3 To provide democratic oversight and transparency of the KCST, constituent members of KCST SMT will provide regular updates to relevant committees.
- (i) The Head of Public Protection and/or the Head of Community Safety at KCC will ensure that the relevant member portfolio holder for Community and Regulatory Services is regularly updated on progress and provides a report annually (or as required) to the KCC Environment and Transport Cabinet Committee.

(ii) The Assistant Director for Community Safety who represents KFRRS will ensure a report on progress is provided to the Kent and Medway Fire and Rescue Authority.

(iii) The Detective Chief Superintendent and/or Chief Inspector who represents Kent Police will ensure that regular briefings are provided to senior officers so that the Police and Crime Commissioner is appropriately updated.

4.4 Members of the KCST including the Senior Management Team will support and participate in any audit or scrutiny of the KCST as required by one or more of the constituent partners. In accordance with 4.1, the KCST SMT will have the authority to agree and implement recommendations from the audit which impact on the strategic and operational aspects of the joint team. Fundamental changes to the KCST not within the remit of SMT will be referred as appropriate to the relevant signatories of this agreement for consideration.

## **5. Vision for the KCST**

5.1 “To have a fully functioning integrated multi-agency hub where a core team of staff delivers the statutory responsibilities of the County Strategy Group on behalf of the three constituent partners; and under the direction of a joint coordinator, ‘project’ teams can come together to deliver practical solutions to cross county issues and/or joint programmes of activity in support of the CSA.”

## **6. Functions Exercised by the KCST**

### **Phase One**

6.1 The co-located Kent Community Safety Team is made up of staff from each of the three organisation and staff remain under the management and control of their own organisation.

6.2 The focus of the KCST is to work with the statutory community safety partners to ensure the discharge of the appropriate duties and functions under the C&D Act and any associated legislation and guidance. Initially the team focused on joint working in the following areas:

- Support the completion of strategic assessments to enable and support the production of District community safety plans.
- Undertake an annual review of the current County Community Safety Agreement and produce a new agreement as appropriate.
- Manage, coordinate and provide administrative support to any domestic homicide reviews that may be required.
- Promote the work of the joint team amongst other county partners such as health and offender management.
- Improve service to the district CSPs and CSUs and provide a single point of contact for enquiries. This would include collation and sharing of best practice.

- Strategic co-ordination by developing a common approach to changes in procedures and legislation (e.g. the work on community triggers and Antisocial Behaviour – tools and powers).
- Supporting the work of the Kent Community Safety Partnership (KCSP) and the multi-agency sub group.

6.3 The constituent partners must ensure they maintain the ability to provide senior level representation to support the work of the KCSP and KCST.

### **Phase Two – (commencing post April 2018)**

6.4 The KCST will continue to deliver the statutory duties and functions outlined above in Phase One. However, in addition and as part of the continued development of the team, the role and responsibilities of the multi-agency team will be expanded to include the delivery of agreed projects that support the achievement of the outcomes outlined within the CSA and the three constituent partners. This phase will provide the team with an agile and flexible delivery arm that is able to come together when necessary to deliver bespoke, agreed programmes of activity.

6.5 In order to facilitate and support the above, Phase Two will consist of:

- Development of the current office accommodation to allow for additional capacity to enable a 'hot desking' facility for discrete teams to come together on agreed programmes of activity.
- The recruitment of a KCST Coordinator who be responsible for the development and delivery of the KCST Business Plan which will include discrete projects/programmes of activity that will support the CSA. This post will also be responsible for the line management of the KCST analyst and Administration post.
- The recruitment of a KCST Analyst who will be responsible for ensuring a robust intelligence-led approach to project delivery as well as providing analytical support to the performance monitoring of the CSA and strategic assessments process.

6.6 In addition, all constituent partners must recognise that additional staff from their own organisations and/or partner organisations may be needed to deliver specific identified projects

## **7. KCST Membership (see appendix A & B)**

7.1 The KCST consists of personnel from the constituent partners (Appendix A). Under the terms of this agreement, the constituent partners will provide an agreed level of personnel as set out in the table and structure chart to fulfil the relevant roles in the KCST.

- 7.2 The KCST will be organised in a manner that promotes multi agency integration; as such, each constituent partner will supply a member of staff to fulfil a management role within the team. The outline organisational structure for the KCST is shown in Appendix B.
- 7.3 As part of Phase 2, the KCST will be supported by a core group of personnel jointly funded by the constituent partners (see section 8), including an administration officer, coordinator and analyst.
- 7.4 It remains the responsibility of the individual constituent partners to ensure that the personnel they provide to the KCST have sufficient capacity, competence and experience to fulfil their role within the KCST.
- 7.5 It is recognised that other partners, not currently incorporated formally in this agreement will interact with the KCST. It is the responsibility of the KCST to actively encourage this interaction and integration. As such additional capacity will be provided within the KCST for other partners or cooperating bodies to work more closely with the KCST under the authority of the KCST Coordinator. If any additional partners wish to formalise this joint working through a service level agreement and supply of personnel into the KCST, then an appropriate business case must be submitted to the KCST SMT for consideration.

## **8. Finance**

- 8.1 The constituent partners will provide funds that represent a single pooled budget to support the KCST. This budget will be hosted by Kent Fire and Rescue Service but each constituent partner reserves the right to withdraw their portion of any remaining funds from this budget in line with Section 11 of this agreement. SMT will review the budget at each meeting.
- 8.2 The constituent partners will commit to contributing a minimum sum of £16,000 per financial year to the KCST pooled budget to support Phase 2 and ongoing project work. It is intended that the pooled fund will be rolled forward at the end of each financial year.
- 8.3 Other than the core group of personnel that provide joint support to the KCST (see below), staff costs will remain the responsibility of each constituent partner.

- 8.4 Following the trial period in Phase 1, administrative support for the KCST has been recruited on a permanent contract and is already jointly funded by the constituent partners. This post is hosted by KCC and the role is provided some additional support in the form of learning and development from the KCC Public Protection Business Support Team. To simplify the funding for 2018/19 onwards, the funding for this post from 2018/19 will come from the pooled budget, with each constituent partner contributing the above minimum sum which will cover all the relevant costs including the KCST administration post.
- 8.5 The pooled budget will also be used to fund the changes required as part of Phase 2 including:
- Recruitment of a KCST Coordinator hosted by KFRS on a fixed term contract for a period of two years (the duration of the MOU);
  - Recruitment of a KCST analyst on a fixed term contract for 18 months and;
  - Changes to the office accommodation to allow for additional 'hot desking' facilities.
- 8.6 The table below outlines the financial commitment from each constituent partner and the allocated spend from the pooled budget which will ensure the effectiveness of the KCST through the ongoing support for the multi-agency team and the Phase 2 development.

Purpose	Commitment
KCST pooled budget	£10,000 for 2017/18 and then £16,000 per annum contribution <b>to the pooled budget</b> per constituent partner. The £16,000 contribution from 2018/19 includes all costs.
KCST Administration Officer	£24,000 per annum <b>from the pooled budget</b> to fund this role for two years.
KCST Coordinator	£45,000 paid per annum <b>from the pooled budget</b> to fund this role for two years.
KCST Analytical Support	£35,000 paid per annum <b>from the pooled budget</b> to fund this role for 18 months.
Phase 2 office changes	Funding <b>from the pooled budget</b> to pay for increased 'hot desking' capacity within the office.

## 9. Accommodation and Facilities

- 9.1 KFRS will provide the accommodation for the KCST at Kent Fire and Rescue Service Stores Building, Loose Road, Maidstone, Kent ME15 9XB.
- 9.2 This accommodation will remain the sole responsibility of KFRS for the period of this agreement and will reserve the rights to these premises.



- 9.3 All KCST personnel will be provided access to the premises as appropriate to fulfil their duties; this will include access at all times of the day.
- 9.4 KCST personnel will be permitted to use the same facilities as KFRS employees working at the premises; this includes provision to park private cars used for commuting, welfare (including gymnasium) and food preparation facilities.
- 9.5 All KCST personnel will need to comply at all times with the KFRS rules, policies and procedures. All KFRS Service Orders are published on the KFRS intranet.
- 9.6 The team members are required to work within and co-operate with KFRS's health and safety policies, procedures and codes of practice as amended from time to time. These will be made available to all team members. However staff will remain the responsibility of their host agencies and as such, will need to comply with the own health and safety procedures as well as their own codes of practice.
- 9.7 KCST members will be provided with KFRS photographic identification cards to enable them to access and use the premises.

## **10. Equipment**

- 10.1 All KCST personnel will be provided by KFRS Service with a suitable workstation, incorporating a desk, chair, drawers, telephone, computer terminal with access to the KFRS information systems as appropriate and an associated keyboard and mouse.
- 10.2 KFRS will also supply wireless access to the internet for constituent partners to access their own information systems.
- 10.3 Changes to the office accommodation as a result of Phase 2, such as the installation of additional 'hot desking' facilities including information technology hardware and other related materials will be agreed in advance by KCST SMT and funded from the pooled budget.
- 10.4 Any additional equipment required by the KCST will be provided by and at the cost of the constituent partner, as appropriate, and where necessary, agreed with KFRS as the owners of the site. This will include any additional storage capacity and information technology hardware and/or software.

## **11. Changes to the agreement**

- 11.1 The agreement will be reviewed twice over the two year period of its term; in January 2019 and January 2020. A constituent partner may request changes to the agreement within this time by request to the KCST SMT for consideration. Should all the constituent partners agree with the proposed changes, the agreement will be amended at the next scheduled review point.

**12. Withdrawal from the agreement**

- 12.1 A constituent partner may cease to participate in the KCST by resolution to that effect being sent to each of the SMT members, and communicated in writing to the Kent Community Safety Partnership chairperson. A minimum of six months' notice must be given before withdrawal can take place.
- 12.2 A withdrawal from the KCST by a constituent partner will result in the dissolution of this agreement and the transfer of the relevant functions and duties of the KCST back to the individual constituent partner.

**13. KCST performance monitoring and evaluation**

- 13.1 The KCST Coordinator is responsible for reporting performance and evaluating the impact of the team to the KCST SMT every two months during this agreement, and it is the responsibility of the KCST SMT to assess this performance against KCST responsibilities as detailed in the KCST business plan.
- 13.2 In addition, the KCST Coordinator will submit a formal report on the review of the KCST to the KCST SMT by the 1 March 2019.

**14. Information Sharing & Data Protection**

- 14.1 The KCST has established a Standard Operating Procedure (SOP) for information sharing arrangements made under the relevant Kent & Medway Information Sharing Agreement. The SOP has been agreed by all constituent partners named in this agreement. All constituent partners will adhere to the requirements of the SOP. The review period for the document is stated in the SOP and the procedure and timetable agreed separately.
- 14.2 Officers will be accountable to their own organisations regarding information governance and data protection whilst respecting partners needs for confidentiality of sensitive information.

**15. SLA Exclusions**

- 15.1 KCST personnel will not take responsibility for coordination or task and finish groups at a local CSP level, this remains the responsibility of the individual constituent partners or responsible authority members on area.

**Signatories**

<b>Kent County Council:</b>	
<b>Kent Fire and Rescue Service:</b>	
Signature:	Name:
Date:	Designation:

## Appendix A – KCST Membership

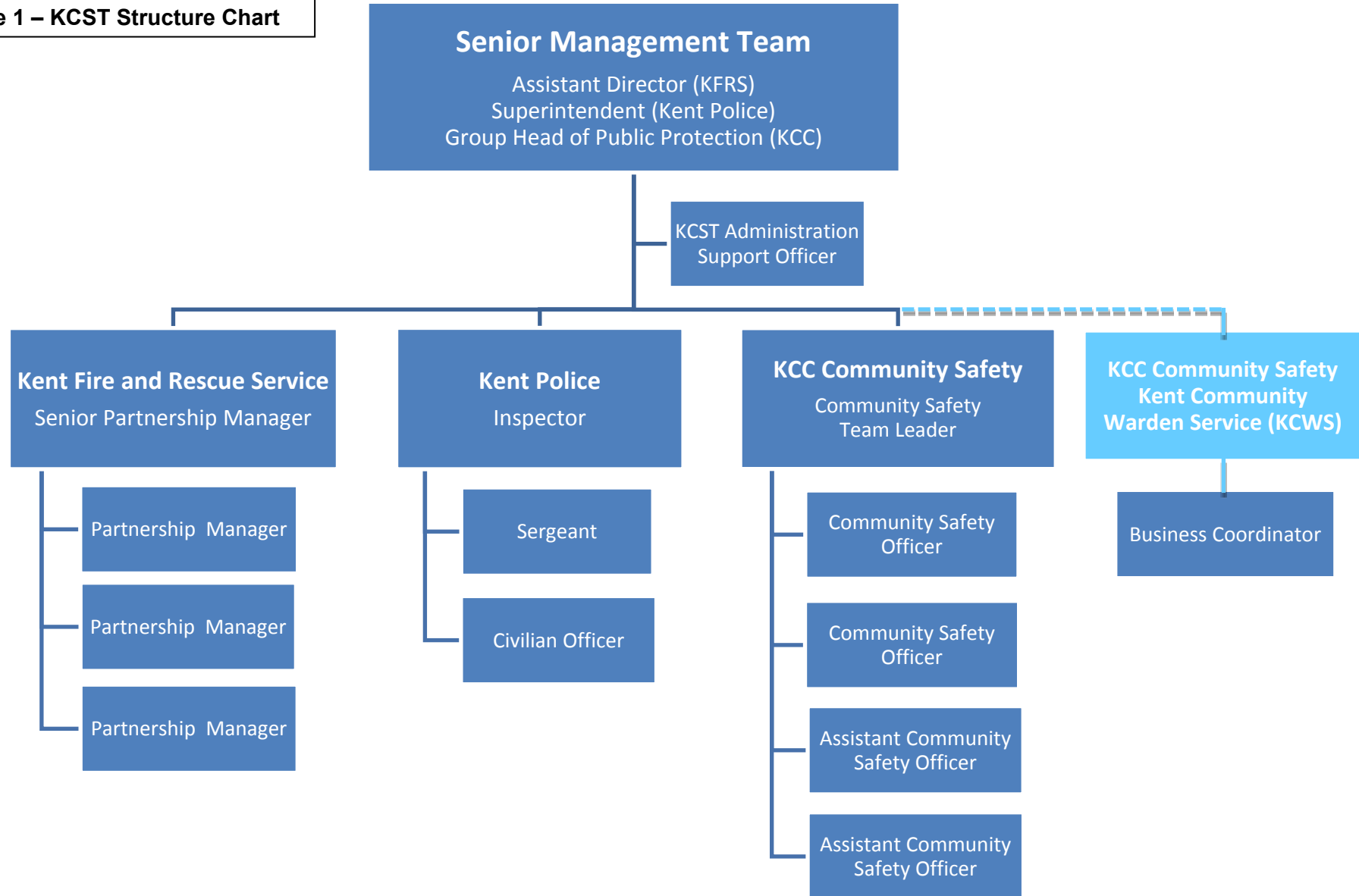
Phase 1 - Membership of the KCST co-located personnel:

Senior Management Team	Assistant Director (KFRS) Superintendent (Kent Police) Group Head of Public Protection (KCC)
Kent Fire and Rescue	1 Senior Partnership Manager 3 Partnership Managers
Kent County Council	1 Community Safety Team Leader 2 Community Safety Officers 2 Assistant Community Safety Officers 1 Admin Officer ( <i>jointly funded</i> ) ----- 1 Business Support Co-ordinator (Kent Community Warden Service)
Kent Police	1 Partnership Inspector 1 Partnership Sergeant 1 Civilian Officer

Phase 2 - Proposed membership of the KCST co-located personnel:

Senior Management Team	Assistant Director (KFRS) Chief Inspector (Kent Police) Head of Community Safety (KCC)
Kent Fire and Rescue	1 Senior Partnership Manager 1 Partnership Manager 1 Watch Manager 1 KCST Coordinator ( <i>jointly funded</i> )
Kent County Council	1 Team Leader 2 Community Safety Officers 2 Assistant Community Safety Officers 1 Admin Officer ( <i>jointly funded</i> ) 1 KCST Analyst ( <i>jointly funded</i> ) ----- 1 Business Support Co-ordinator (Kent Community Warden Service) 1 Admin Apprentice for KCWS
Kent Police	1 Partnership Inspector 1 Partnership Sergeant ----- 1 Substance misuse and licensing specialist (hot desking)

**Appendix B:  
Phase 1 – KCST Structure Chart**



**Appendix B:  
Phase 2 – Proposed KCST  
Structure Chart**

