



**Police and Crime
Commissioner
North Yorkshire**



COLLABORATION AGREEMENT FOR THE PROVISION OF CHIEF FINANCE OFFICER SERVICES

COLLABORATING PARTNERS:

The Police & Crime Commissioner for Cleveland

The Police & Crime Commissioner for North Yorkshire

This Collaboration Agreement is made 14 July 2014

BETWEEN:-

(1) THE POLICE & CRIME COMMISSIONER FOR CLEVELAND (“The Commissioner for Cleveland”) OF POLICE HEADQUARTERS, LADGATE LANE, MIDDLESBROUGH TS8 9EH

(2) THE POLICE & CRIME COMMISSIONER FOR NORTH YORKSHIRE (“The Commissioner for North Yorkshire”) OF 12 GRANBY ROAD, HARROGATE HG1 4ST

(Parties together referred to as “the Commissioners” or “the Policing Bodies” as the context dictates)

INTRODUCTION

SECTION 1: THE LEGAL CONTEXT

- 1.1 The Commissioners wish to enter into a Collaboration Agreement pursuant to Section 22A Police Act 1996 (“the 1996 Act”) for the provision of Chief Finance Officer services.
- 1.2 This Agreement is made pursuant to
 - 1.2.1 the individual obligations of the Commissioners to appoint a Chief Finance Officer under paragraph 6(1)(b) of Schedule 1 to the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”); and
 - 1.2.2 the recommendation of the North Yorkshire Police & Crime Panel, supporting the candidacy of Mr Michael Porter for the proposed senior appointment in the role of Chief Finance Officer to the Commissioner for North Yorkshire.
- 1.3 This Agreement provides for support by a policing body for another policing body (a policing body collaboration provision) pursuant to s22A(2)(c) of the 1996 Act.
- 1.4 The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the Policing Bodies and have consulted with their respective Chief Constables.

SECTION 2: THE PURPOSE OF THIS AGREEMENT

- 2.1 The Commissioners have agreed to enter into the collaboration in order that the Commissioner for Cleveland will provide support by way of Chief Finance Officer services, to the Commissioner for North Yorkshire.

SECTION 3: THE SERVICES

- 3.1. The Commissioner for Cleveland will provide the services of Mr Porter for a maximum of two working days per week to be applied in such manner as the Commissioner for North Yorkshire and Mr Porter shall agree, but on the basis of the following outline requirement:
- 3.1.1 Discharge of the activities ascribed to the Commissioner's Chief Finance Officer under the law and in particular, set out in the prevailing CFO Protocol in force for the time being in North Yorkshire.
 - 3.1.2 Preparation for and attendance at weekly Executive Board; Quarterly Joint Independent Audit Committee and meetings of the North Yorkshire Police & Crime Panel.
 - 3.1.3 Decision making in line with the Joint Corporate Scheme of Delegation and Consent for North Yorkshire and associated governance instruments. For the purposes of s18 of the 2011 Act in so doing, Mr Porter will exercise functions pursuant to this Collaboration Agreement (and in the discharge of the statutory functions of a Chief Finance Officer) and not in the exercise of a function of the Commissioner for North Yorkshire.
 - 3.1.4 Any other services that are reasonably incidental to the above. An indication of what may be reasonably required is contained in the financial aspects of the Commissioner for North Yorkshire's pre-existing job description for the *Chief Finance Officer & Head of Organisation and Development*.
 - 3.1.5 Subject to detailed terms of reference being agreed by the respective Chief Executives to the Commissioners, Mr Porter will deliver an assessment of the effectiveness of internal control, scrutiny and performance mechanisms in place in the

Policing Bodies, including any recommendations for the Commissioners in respect of best practice in those matters.

- 3.2 In practice it is considered likely to entail Mr Porter spending the equivalent of one day per week at Police Headquarters Newby Wiske and one day at the Office of the Police & Crime Commissioner in Harrogate but this may vary and consist of part days in place of whole days when appropriate.
- 3.3 The Commissioner for North Yorkshire will pay for the support as follows:
 - 3.3.1 a fee equivalent to 40% of the total salary plus on-costs of the Chief Finance Officer to the Commissioner for Cleveland, such salary to be evaluated pursuant to the prevailing grading system applicable to the staff of the Commissioner for Cleveland.
 - 3.3.2 such reasonable travel and out of pocket expenses as Mr Porter incurs in connection with his duties in providing services to the Commissioner for North Yorkshire.
- 3.4 The Commissioner for Cleveland shall use his best endeavours to raise timely invoice(s) for the payment of the fee and expenses in such instalments as the Chief Executives to the Commissioners shall agree.
- 3.5 The Policing Bodies shall indemnify on demand and hold harmless each other against all claims arising out of or in connection with the provision of the Services or any failure to provide the Services, save that to the extent that either Policing Body is entitled to recover any losses under a policy of insurance then the applicable Policing Body shall be required to pursue a claim under such policy and the indemnities in this shall only apply to such element of the losses (if any) that are not recovered under the insurance claim made by the Policing Body.

SECTION 4: EMPLOYMENT AND RESOURCES

- 4.1 Mr Porter will remain at law an employee of the Commissioner for Cleveland at all times and shall continue to discharge his full range of duties to the Commissioner for Cleveland.

- 4.2 For the purposes of the discharge of the role of Chief Finance Officer to the Commissioner for North Yorkshire, Mr Porter shall owe statutory and fiduciary duties to (and be subject to the leadership and direction of) the Commissioner for North Yorkshire. In practice, the Chief Finance Officer's day to day reporting line is to the Chief Executive Officer for the Commissioner for North Yorkshire.
- 4.3 The Commissioners shall, with the assistance of their respective Chief Executives, agree upon a mutually convenient and appropriate way of assessing and managing the attendance, performance and conduct of Mr Porter in respect of the discharge of his duties pursuant to this Agreement.
- 4.4 The Commissioner for North Yorkshire shall provide a suitable working environment and administrative support for Mr Porter for the purposes of the discharge of his duties. The Commissioners intend that existing IT and other equipment be utilised where possible.

SECTION 5: POLICY & COMPLIANCE

- 5.1 Notwithstanding Section 4 above and subject to clause 5.2 below, the Commissioners (to the extent necessary to give effect to this collaboration) and Mr Porter shall comply with the governance instruments, Policies and Procedures ("the rules") of both of the Commissioners, including but not limited to provisions in respect of conduct, vetting, confidentiality, dispute resolution, intellectual property and information security.
- 5.2 To the extent that the respective Commissioners' rules are mutually incompatible, there shall be a presumption in favour of compliance with the rules of the Commissioner for Cleveland. Subject to that presumption, the Chief Executives to the Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

SECTION 6: COMMENCEMENT, DURATION, REVIEW, TERMINATION

- 6.1 The Commencement Date of this Agreement is 14 July 2014.
- 6.2 The initial term of this Agreement runs from the Commencement Date until 31 March 2015 inclusive.

- 6.3 A review of the efficiency and effectiveness of this Agreement shall take place by 31 December 2014 in such manner as the Commissioners agree with recommendations jointly to the Commissioners for any extension or otherwise beyond the initial term. In practice, the review shall be undertaken in such manner and may be documented in such form as the Chief Executives to the Commissioners shall consider appropriate.
- 6.4 Extension may be executed by an exchange of side letters or by concluding a new or supplementary Collaboration Agreement, as the Chief Executives to the Commissioners shall consider appropriate.
- 6.5 Subject to clause 6.6 below this Agreement may be terminated on no less than two months' notice given on any day by either of the Policing Bodies. The Policing Body terminating this Agreement shall remain liable to discharge its obligations under this Agreement prior to the giving of notice and during the notice period.
- 6.6 In recognition of the fact that the law invests personal statutory and fiduciary duties in the person responsible for the proper administration of a Commissioner's financial affairs, the Commissioners may by mutual agreement suspend or terminate this Agreement forthwith in the event of the suspension or termination of Mr Porter's employment with the Commissioner for Cleveland (for the purposes of paragraph 7(1)(a) of Schedule 1 to the 2011 Act) or in the event of his incapacitation (for the purposes of paragraph 7(1)(b) of that Schedule).

SECTION 7: TRANSPARENCY



- 7.1 This Agreement is not confidential and may be published at the discretion of the Commissioners in whole or in summary, pursuant to s23E of the 1996 Act.
- 7.2 The parties will publish mirror Decision Notices to record their decision to collaborate, but will not do so before the Police and Crime Panel for North Yorkshire consider the candidacy of Mr Porter for the proposed senior appointment.

SECTION 8: GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement is subject to the law of England and Wales.

8.2 For the avoidance of doubt, no person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS the Parties have signed below on the dates indicated

POLICING BODY	NAME	SIGNATURE	DATE
Police & Crime Commissioner for Cleveland	Barry COPPINGER		14/7/14
Police & Crime Commissioner for North Yorkshire	Julia MULLIGAN		11.7.14