

**COLLABORATION AGREEMENT FOR STAFF TO SUPPORT THE DELIVERY OF CRIMINAL JUSTICE
SYSTEM OBJECTIVES IN CLEVELAND AND DURHAM**

COLLABORATING PARTNERS:

THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND

THE POLICE CRIME AND VICTIMS' COMMISSIONER FOR DURHAM

This Collaboration Agreement is made the 8th day of August 2017

BETWEEN

**(1) THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND ("The PCCC") of Police
Headquarters, Ladgate Lane, Middlesbrough, TS8 9EH**

**(2) THE POLICE AND CRIME AND VICTIMS' COMMISSIONER FOR DURHAM ("The PCVCD") of
Durham Police Headquarters, Aykley Heads, Durham, DH1 5TT**

(The parties together being referred to as "the Commissioners" or the "Policing Bodies" as the context so admits)

1. INTRODUCTION

- 1.1. The Commissioners wish to enter into a Collaboration Agreement pursuant to Section 22A Police Act 1996 (“the 1996 Act”) for the establishment of two posts to support the delivery of their objectives concerning the local criminal justice system, working with the agencies of the Local Criminal Justice Board (“LCJB”) serving the policing areas of Cleveland and Durham.
- 1.2. This Agreement provides for support by a policing body for another policing body thereby constituting a policing body collaboration provision pursuant to section 22A(2)(c) of the 1996 Act.
- 1.3. The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the respective Policing Bodies and have consulted in respect of this matter with their respective Chief Constables.

2 BACKGROUND

- 2.1 The purpose of LCJBs is to work in partnership across agencies to improve the efficiency and effectiveness of the criminal justice system and to improve the experiences of the victims of and witnesses to crime. The high level objectives of LCJBs have historically been:
 - Support for victims and witnesses;
 - Progression of cases;
 - Apprehension, punishment and rehabilitation of offenders in order to reduce reoffending.
- 2.2 LCJBs were originally set up in all 43 police force areas in England and Wales by central government and received funding accordingly. LCJBs now operate as a voluntary partnership in most policing areas.

2.3 There has been a consistent LCJB presence across the policing areas of Durham and Cleveland since their inception and following the removal of national funding in 2012 the Policing Bodies have sought to cooperate by the formation of one regional LCJB operating across both force areas.

2.4 The Commissioners now wish to introduce an improved structure and resourcing in order better to support the on-going improvement of the operation of the local criminal justice system and accordingly have resolved that the LCJB should become a function of the Offices of the Commissioners requiring the creation of two new posts within the Office of the **PCVCD**.

2.5. For the avoidance of doubt the Parties confirm that the post holders of the two additional posts which are to be established as part of the restructuring of the LCJB, namely the post of Commissioner's Officer for Crime Offending and Justice within the Office of the Commissioner for Cleveland and the post of Criminal Justice Policy Officer within the Office of the Commissioner for Durham are to be employed by their respective Commissioners and are not the subject of this Agreement, although there is an expectation, shared by both Commissioners, that those two officers will work as part of the Criminal Justice Team established by this Agreement.

2.6. The Commissioners wish to regulate this arrangement by entering into this Agreement.

3 DEFINITONS

3.1. Agreement means this Agreement and the Appendices to it.

3.2. Chief Executive means the Chief Executive in the office of either Commissioner, and the term Chief Executives refers to them both.

3.3. The Criminal Justice Team means those persons employed by either of the Commissioners specifically to support and deliver the shared aims of the Commissioners in respect of the local criminal justice system, working with partners through the LCJB.

3.4. LCJB means the Local Criminal Justice Board which serves the policing areas for Cleveland and Durham.

3.5. Partner or Partners refers to any one or more of the agencies or bodies whose names appear in Appendix 1 to this Agreement.

3.6. The posts means the post of Criminal Justice Programme Lead for and the post of Criminal Justice Performance Analyst to be established within the Office of the **PCVCD**

3.7. The post holder or holders means the persons who from time to time are employed in the posts.

3.8. Service or services means the LCJB services to be provided to the Commissioners pursuant to this Agreement.

3.9. The structure means the structure of the collaborative Criminal Justice Team as set out in Appendix 2 to this Agreement.

4. THE PURPOSE OF THIS AGREEMENT

4.1. This Agreement sets out the basis upon which the Commissioners will collaborate in relation to the establishment of the posts to support the LCJB.

4.2. This Agreement sets out the Commissioners' respective roles and responsibilities in relation such collaboration.

5. THE POSTS

5.1. The job description for the post of Criminal Justice Programme Lead appears at Appendix 3 to this Agreement and the job description for the post of Criminal Justice Performance Analyst appears Appendix 4 to this Agreement.

5.2. The Chief Executives may from time to time agree (subject to consultation with the post holders) that it would be expedient for the specific duties of the post holders to be subject to alteration or clarification provided that such altered duties are commensurate with the post holders' job descriptions and any such agreement will be notified to the post holders in writing.

5.3. The post holders will be required to work within the offices of both Commissioners, and both such offices will comprise the post holders' normal place of work.

5.4. The Chief Executives will by agreement determine the work patterns of the post holders and the location at which they will from time to time carry out that work.

5.5. The Commissioners will without recharge to each other provide the post holders with such office accommodation, equipment, and facilities as may be necessary for the discharge of their respective functions.

5.6. The Commissioners and their staff provide such additional support and assistance to the post holders as they may reasonably require (including the provision of information) for the discharge of the respective functions.

6. EMPLOYMENT

6.1 The post holders will be employed by **PCVCD** at an initial salary agreed between the Parties.

6.2 The post holders will be subject to the standard terms and condition of employment applicable to the Office of **PCVCD**.

6.3 For the avoidance of doubt the post holders will at all times and regardless of their place of work or by whom their work has been commissioned remain in the employment of **PCVCD**.

6.4 The Chief Executives will work together to address any concerns in respect of the effectiveness or efficiency of this agreement or the performance of the post holders and shall agree and implement appropriate remedial action.

6.5 Prior to confirmation of the post holders' employment **PCVCD** will require the post holders to receive appropriate vetting clearance and the post holders will thereafter undergo such renewed vetting scrutiny as reflects **PCVCD's** vetting policy from time to time and **PCCC** agrees that any vetting clearance granted to the post holders by or on behalf of **PCVCD** will be deemed sufficient by him to permit the post holders to operate freely within his office

7 COMMENCEMENT DURATION AND TERMINATION

7.1 The Commencement Date of this agreement is the 1st of April 2017

7.2 The initial term of this Agreement runs from the Commencement Date until the 31st March 2018.

7.3 A review of the effectiveness and efficiency of this Agreement will be conducted on or about each anniversary of it by the Chief Executives who will make such recommendations to the Commissioners as to amendment, extension or termination of this Agreement as they consider appropriate.

7.4 Any extension to this Agreement may be confirmed by exchange of side letters or by execution of a new or supplementary Collaboration Agreement as the Chief Executives may deem appropriate.

7.5 This Agreement may be terminated on no less than three months ' written notice given on any day by or on behalf of either Commissioner provided that notwithstanding the giving of such notice both Commissioners shall remain liable during any period of notice and thereafter to discharge their respective obligations under this Agreement.

7.6 If either of the post holders employed by **PCVCD** shall cease to be so employed during the term of this Agreement then **PCVCD** will use reasonable endeavours to find a suitable replacement but shall be under no obligation to do so and should **PCVCD** fail to appoint a suitable replacement within six months of the last day of service of the previous post holder then either Commissioner may terminate this agreement forthwith.

7.7 The Commissioners shall act in good faith in making appropriate arrangements in order to give effect to any termination of this Agreement and shall provide each other with all reasonable assistance to facilitate a smooth dissolution of this Agreement and to ensure continuity of the provision of the work of the LCJB.

8 FINANCE

8.1. The Commissioners agree to share equally the following costs arising in respect of the posts;

- 8.1.1. The salary and all associated on costs of the post holders.
 - 8.1.2. All travel and accommodation costs to places other than their normal place of work and other reasonable out of pocket expenses.
 - 8.1.3. The costs of the recruitment of the post holders.
 - 8.1.4. Such redundancy costs as may arise in respect of either or both post holders.
 - 8.1.5. The costs of any training or development which the Chief Executives deem to be appropriate.
 - 8.1.6. The cost of membership of any professional body which the Chief Executives in their discretion consider appropriate to the posts.
 - 8.1.7. Such other costs or expenditure as may properly be incurred from time to time by PCVCD in the course of the employment of the post holders.
- 8.2. In the event that the Commissioners or either of them should receive from a Partner or Partners any financial contribution towards the cost of the establishment or maintenance of one or both posts then such contribution shall reduce equally (pari passu) the liability of the Commissioners for the costs of the post or posts.

9. LIABILITIES

- 9.1. In the event that PCVCD should suffer any losses or expenses arising out of any legal liability to or in respect of the post holders incurred as a result (in whole or in part) of the acts or omissions of PCCC or a servant or agent of his then the Commissioners will in good faith enter into negotiations in order to determine the proportion of the losses or expenses to be met by PCCC which sum will be paid to PCVCD within 28 days of agreement.

10. INFORMATON MANAGEMENT

- 10.1 The Commissioner shall share information where necessary to fulfil the purposes of this Agreement.
- 10.2 For the purposes of the Data Protection Act 1998 each Commissioner remains the Data Controller for any personal information recorded (in whatever format) or in any information system under that Commissioner's control.

10.3 Any requests received under the Freedom of Information Act 2000 (FOIA) by either Commissioner which relate to or touch upon the subject matter of this Agreement shall be brought to the attention of the other Commissioner as soon as practicable and at the request of the Commissioner in receipt of the FOIA request the other Commissioner will offer reasonable assistance in responding to such request or any subsequent compliance requirement.

11. TRANSPARENCY

11.1 This Agreement is not confidential and may be published at the discretion of the Commissioners in whole or in summary pursuant to section 23E of the Police Act 1996.

12. GOVERNING LAW AND JURISDICTION

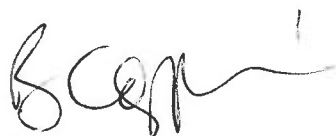
12.1 This Agreement is subject to the laws of England and Wales.

13. THIRD PARTIES

13.1 This Agreement does not create any rights enforceable by any person not party to it under the Contracts (Rights of Third Parties) Act 1999.

SIGNED FOR AND ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND

SIGNATURE:

A handwritten signature in black ink, appearing to be 'BCM', written over a horizontal line.

NAME:

Barry Coppinger

POSITION:

PCC

DATE:

4/8/17

SIGNED ON BEHALF OF THE POLICE CRIME AND VICTIMS' COMMISSIONER FOR DURHAM

SIGNATURE:

Ronald Hogg

NAME:

Ronald Hogg

POSITION:

PCVC

DATE:

8.8.17

APPENDIX 1

1. Gerry Wareham

CPS Chief Crown Prosecutor

Gerry.Wareham@cps.gsi.gov.uk

2. Gill Eshelby / Dave Summers

YOS Durham, Head of Service

Gill.Eshelby@durham.gov.uk

3. Miriam Robertson

YOS Stockton, Head of Service

Miriam.Robertson@stockton.gov.uk

4. Julie Allan

NPS Head of Area

Julie.Allan@probation.gsi.gov.uk

5. Maureen Gavin

NPS Head of Area

Maureen.Gavin@probation.gsi.gov.uk

6. Sheena Urwin on behalf of Paul Beddows

Durham Police, Head of Criminal Justice

Sheena.Urwin@durham.pnn.police.uk

7. Ciaron Irvine

Cleveland Police – Temporary Assistant Chief Constable

Ciaron.Irvine@cleveland.pnn.police.uk

8. Richard Burton

HMCTS Justices Clerk, Cleveland and Durham

Richard.burton@hmcts.gsi.gov.uk

9. Steve Graham

Prison Governor – Holme House

Steven.Graham@hmps.gsi.gov.uk

10. Bronwen Elphick

Chief Executive DTV CRC

Bronwen.elphick@crcsecure.co.uk

11. Ian Blakeman

Executive Governor

Holme House and Kirklevington prisons

Ian.Blakeman@hmpps.gsi.gov.uk

12. Tim Allen

Governor Durham prison

Tim.Allen@hmpps.gsi.gov.uk

Additional Contacts

13. Suzy Vaughan

Cleveland Police

Suzy.VAUGHAN@cleveland.pnn.police.uk>

14. Alan Reiss

Durham OPCVC

Alan.reiss@durham-pcc.gov.uk

15. Allison Cooke, Chair Effectiveness and Efficiency

HMCTS Justices Clerk

Allison.cook1@hmcts.gsi.gov.uk

16. Karen Embleton -Chair of SDVC group

Deputy Justices Clerk, Cleveland

Embleton, Karen <karen.embleton@hmcts.gsi.gov.uk>

17. Caroline Duckworth

Durham CSP Manager

Caroline.duckworth@durham.gov.uk

18. Joanne Benson

Darlington CSP and YOS, Head of Service

Joanne Benson (Joanne.Benson@darlington.gov.uk)

19. Steven Hume

Stockton CSP Manager

Steven.hume@stockton.gov.uk

20. Clare Clark

Hartlepool CSP Manager

Clare.clark@hartlepool.gov.uk

21. Mike Batty

Consultancy Services

Michael.batty59@googlemail.com

22. Barbara Gill

CRC

Barbara.Gill@dtvrcsecure.gsi.gov.uk

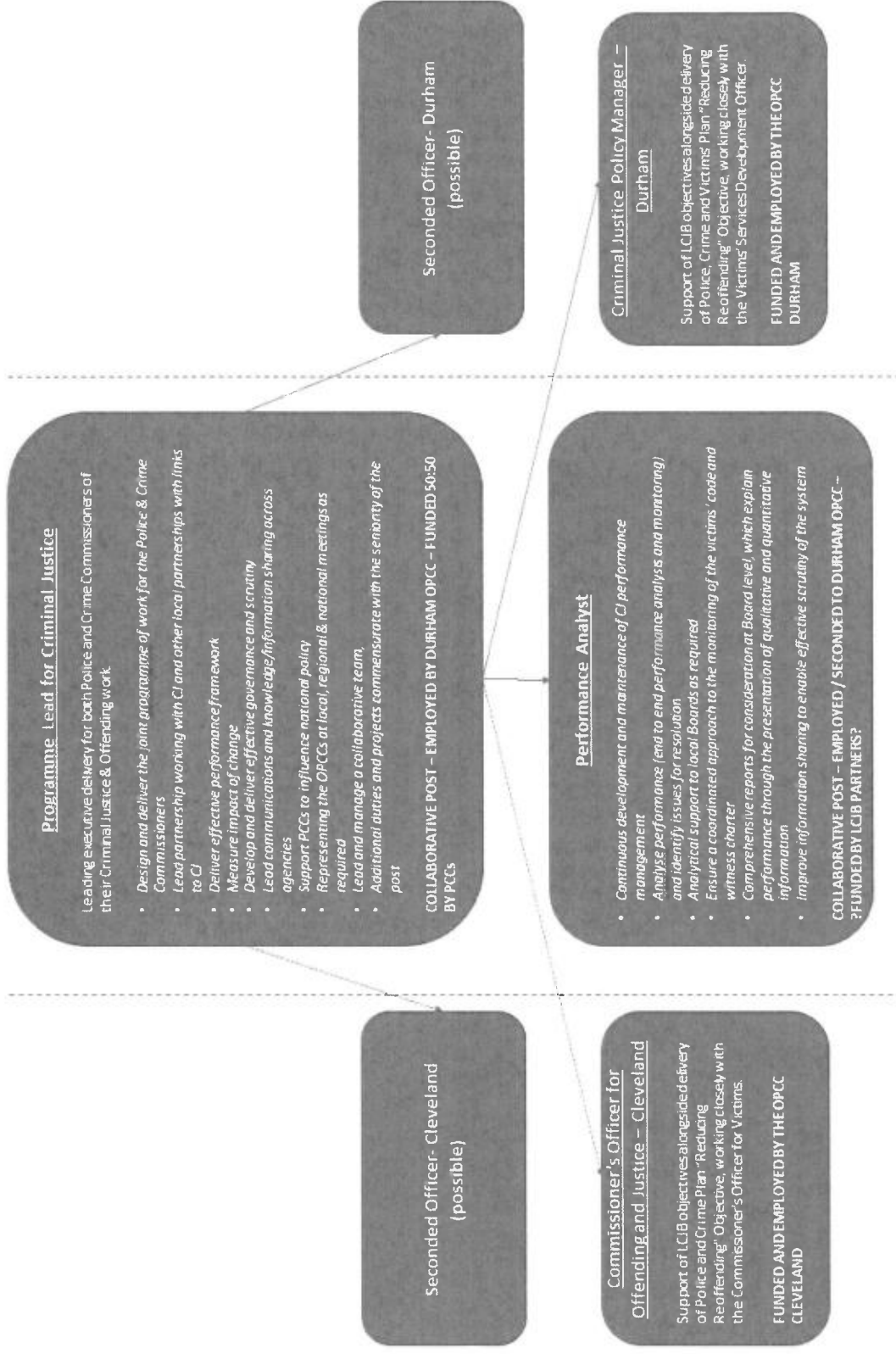
23. Robin Bonas

CRC Partnerships Manager

(Robin.Bonas@dtvrcsecure.co.uk)

APPENDIX 2

Proposed Collaborative Criminal Justice Team Structure



↑ Collaborative Positions

APPENDIX 3

CRIMINAL JUSTICE PROGRAMME LEAD –THE OFFICES OF THE DURHAM AND CLEVELAND POLICE AND CRIME COMMISSIONERS

(REF. 281/16)

Location: Based at the Office of the Durham Police, Crime and Victims' Commissioner (ODPCVC), Police HQ, Aykley Heads, Durham

AND

The Office of the Cleveland Police and Crime Commissioner, Cleveland Police HQ, Ladgate Lane, Middlesbrough

Salary: Principal 1 - £35,451 - £ 38,538 per annum

Hours: 37 hours per week, Monday to Friday, working 9am to 5pm. The flexible working hours scheme is applicable.

Job type: Permanent

Closing date: Friday 17th February 2017 @ 5 pm

Qualifications: Interested applicants should possess a Degree in a relevant subject or an approved equivalent.

Further information regarding the relevancy of equivalent qualifications is available from the OfQual website at <http://ofqual.gov.uk/help-and-advice/comparing-qualifications/>

The Police and Crime Commissioners for Durham and Cleveland are looking to fill the vacancy of Criminal Justice Programme Lead.

As Criminal Justice Programme lead you will lead a small team to work with other criminal justice agencies to develop and deliver improvements to the local criminal justice system, increasing its effectiveness and efficiency, improving experiences for victims and witnesses, and reducing reoffending; to enable the Police and Crime Commissioners to act as local leaders of the system and to increase its overall efficiency and coherence; to lead development of an integrated

performance framework which will enable the Local Criminal Justice Board to hold its constituent agencies to account and to solve problems; to deliver a comprehensive system of scrutiny and governance; to develop and oversee improved communications and knowledge sharing; to deliver projects to improve the system; and to enable the Police and Crime Commissioners to influence the direction of national policy.

In this role you will operate at a senior level working with agencies including the Police, Youth Offending Services, HM Courts and Tribunal Service, Crown Prosecution Service, Community Rehabilitation Company, National Probation Service, and Prisons.

The Office of the Durham Police, Crime and Victims' Commissioner welcomes applications from everyone.

Appointment will be based on merit.

How to Apply

Through the Durham Constabulary Human Resources Department, which provides a service to the Office of the Durham Police, Crime and Victims' Commissioner. Please complete Police Staff Application Form for Employment –Pers 198 together with the Equal Opportunities Monitoring Form.

APPENDIX 4

CRIMINAL JUSTICE PERFORMANCE ANALYST – THE OFFICES OF THE DURHAM AND CLEVELAND POLICE AND CRIME COMMISSIONERS

(REF. 283/16)

Location: Based at the Office of the Durham Police, Crime and Victims' Commissioner (ODPCVC), Police HQ, Aykley Heads, Durham

AND

The Office of the Cleveland Police and Crime Commissioner, Cleveland Police HQ, Ladgate Lane, Middlesbrough

Salary: Scale 6 - £24,813 - £ 27,519 per annum

Hours: 37 hours per week, Monday to Friday, working 9am to 5pm. The Flexible working hours scheme is applicable.

Job type: Permanent

Closing date: Friday 17th February 2017 @ 5 pm

Qualifications: Interested applicants should possess a City & Guilds level III/ A levels/or BTEC in a relevant subject or an approved equivalent.

Further information regarding the relevancy of equivalent qualifications is available from the OfQual website at <http://ofqual.gov.uk/help-and-advice/comparing-qualifications/>

The Police and Crime Commissioners for Durham and Cleveland are looking to fill the vacancy of Criminal Justice Performance Analyst.

As Criminal Justice Performance Analyst you will develop and maintain a whole system performance framework which enables the agencies within the Local Criminal Justice System to measure performance, identify problems and develop solutions, in order to deliver an improved and reformed local Criminal Justice System which delivers justice more efficiently and secures better outcomes for victims and people who offend.

In this role you will work with staff in agencies including the Police, Youth Offending Services, HM Courts and Tribunal Service, Crown Prosecution Service, Community Rehabilitation Company, National Probation Service, and Prisons.

You will also gather and analyse data from a range of sources and use it to help the PCVC to hold the constabulary and others to account for the delivery of projects which support the objectives in his Police, Crime and Victims Plan.

The Office of the Durham Police, Crime and Victims' Commissioner welcomes applications from everyone.

Appointment will be based on merit.

How to Apply

Through the Durham Constabulary Human Resources Department, which provides a service to the Office of the Durham Police, Crime and Victims' Commissioner.

Please complete Police Staff Application Form for Employment –Pers 198 together with the Equal Opportunities Monitoring Form.