



**COLLABORATION AGREEMENT FOR THE PROVISION OF
SERVICES TO THE POLICE, FIRE AND CRIME COMMISSIONER FOR NORTH
YORKSHIRE**

COLLABORATING PARTNERS:

The Police & Crime Commissioner for Cleveland

The Police & Crime Commissioner for North Yorkshire

This Collaboration Agreement is made 01 April 2019

BETWEEN

(1) THE POLICE & CRIME COMMISSIONER FOR CLEVELAND (“The Commissioner for Cleveland”) c/o Steria Shared Service Centre, Ash House, III Acres, Princeton Drive, Thornaby, Stockton-On-Tees TS17 6AJ

(2) THE POLICE, FIRE & 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

1. SECTION 1: THE LEGAL CONTEXT

1.1. The Commissioners wish to enter into a Collaboration Agreement pursuant to the duties under Section 22A Police Act 1996 (“the 1996 Act”) for the provision of services under Schedule 1 to the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”)

1.2. This Agreement is made pursuant to

1.2.1. the individual obligations of the Commissioners to appoint an individual under paragraph (7)(1) of Schedule 1 to the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”)

1.2.2. the proposed notification to the North Yorkshire Police, Fire & Crime Panel, of an Acting senior appointment to the Commissioner for North Yorkshire, specifically that of Simon Dennis.

1.3. This Agreement provides support by a Policing Body for another Policing Body (a Policing Body collaboration provision) pursuant to s22A(2)(c) of the 1996 Act by way of secondment of staff in whole or part (referred to in this agreement as the Secondment(s) or the Secondee(s) as the context dictates).

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.

2. 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 services pursuant to paragraph 7(1) Schedule 1 of the 2011 Act. This is envisaged to be an arrangement which provides short-term Acting provision until immediately after the next ordinary election for the Commissioner but subject to review as per Clause 6.3.

3. SECTION 3: THE SERVICES

3.1. The Commissioner for Cleveland will provide the services of Simon Dennis for a maximum of three working days per week as Interim Chief Executive and Monitoring Officer to be applied in such a manner as the Commissioner for North Yorkshire and Simon Dennis shall agree, but on the basis of the following outline requirement:

3.1.1. Discharge of the activities ascribed to the individual exercising their duty under paragraph 7(1) Schedule 1 of the 2011 Act.

3.1.2. Preparation for and attendance at the monthly Executive Board and meetings of the North Yorkshire Police, Fire and Crime Panel.

3.1.3. Decision making in line with the relevant Code of Governance for North Yorkshire and associated governance instruments. For the purposes of s18 of the 2011 Act in so doing, Simon Dennis will exercise functions pursuant to this Collaboration Agreement (and in the Statutory functions of the individual exercising their duty in pursuant of subsection 7(1) paragraph 7(1) Schedule 1 of the 2011 Act) 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.

3.2. In practice it is considered likely to entail Simon Dennis spending the equivalent of two extended days per week at the Office of the Police, Fire & Crime Commissioner in Harrogate but this may consist of part days in place of a whole day when appropriate.

3.3. The Commissioner for Cleveland will also second to the Commissioner for North Yorkshire a Temporary Assistant Chief Executive and Deputy Monitoring Officer, Sharon Caddell, fulltime with duties to be performed in line with the Cleveland role

profile of Assistant Chief Executive, duly interpreted purposively for the North Yorkshire context.

3.4. The Commissioner for North Yorkshire will pay for the support as follows:

3.4.1. a fee equivalent to 50% of the cost of the Interim Chief Executive and Monitoring Officer and 100% of the cost of the Temporary Assistant Chief Executive and Deputy Monitoring Officer, with the specific salary cost equivalent to be published in line with the Commissioners' transparency obligations.

3.4.2. such reasonable travel and out of pocket expenses as the Secondees incur in connection with their duties in providing services to the Commissioner for North Yorkshire.

3.5. 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 Commissioners shall agree.

3.6. 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.

4. SECTION 4: EMPLOYMENT AND RESOURCES

4.1. The Secondees will remain at law employees of the Commissioner for Cleveland at all times and shall be entitled to return to their Cleveland roles upon the termination of this Agreement.

4.2. For the purposes of discharge of the duties to the Commissioner for North Yorkshire, the Secondees shall owe statutory and fiduciary duties to (and be subjected to the leadership and direction of) the Commissioner for North Yorkshire.

4.3. The Commissioner for North Yorkshire shall provide a suitable working environment and administrative support for Mr Dennis for the purposes of the discharge of his

duties. The Commissioners intend that existing IT and other equipment be utilised where possible.

5. SECTION 5: POLICY AND COMPLIANCE

- 5.1. Notwithstanding Section 4 above and subject to clause 5.2 below, the Commissioners (to the extent necessary to give effect to his collaboration) and the Secondees 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 respect 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 Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

6. SECTION 6: COMMENCEMENT, DURATION, REVIEW, TERMINATION

- 6.1. The Commencement Date of this Agreement is 01 April 2019.
- 6.2. Subject explicitly to Clause 6.3 the initial term of this Agreement runs from the Commencement Date until 30 September 2019 inclusive.
- 6.3. A review of the efficiency and effectiveness of this Agreement shall be undertaken by the Commissioner for North Yorkshire in advance of 30 September 2019 in such a manner as the Commissioners agree with recommendations jointly to the Commissioners for any extension or other beyond the initial term.
- 6.4. Extension may be executed by an exchange of side letters or by concluding a new or supplementary Collaboration Agreement, as the Commissioners consider appropriate.
- 6.5. Subject to clause 6.6 below this Agreement may be terminated on reasonable notice given on any day by either of the Policing Bodies. The Policing Body terminating the 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 Commissioners affairs, the Commissioners may by mutual agreement suspend or terminate or amend this Agreement forthwith in the event of the suspension or termination of either or both Secondees’ 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).



7. SECTION 7: TRANSPARENCY

- 7.1. This agreement is not confidential and will 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, Fire and Crime Panel for North Yorkshire consider the candidacy of Simon Dennis for the proposed appointment.

8. 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		18/11/19
Police, Fire & Crime Commissioner for North Yorkshire	Julia MULLIGAN		19/12/19