

DATE

2024

- (1) THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE  
and
- (2) THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE  
and
- (3) THE POLICE FIRE AND CRIME COMMISSIONER FOR ESSEX  
and
- (4) THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE  
and
- (5) THE POLICE AND CRIME COMMISSIONER FOR NORFOLK  
and
- (6) THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK

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COLLABORATION AGREEMENT

In relation to the recruitment and administration of legally qualified persons and independent members for police misconduct panels and senior officers' misconduct meetings.

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THIS AGREEMENT is made on the 2024 BETWEEN:

1. The Police and Crime Commissioner for Bedfordshire, Woburn Road, Kempston, Bedfordshire MK43 9AX
2. The Police and Crime Commissioner for Cambridgeshire, Hinchingsbrooke Park, Huntingdon, PE29 6NP
3. The Police, Fire and Crime Commissioner for Essex, 1st Floor, Kelvedon Park, London Road, Rivenhall, Witham, Essex CM8 3HB
4. The Police and Crime Commissioner for Hertfordshire, 15 Vaughan Road, Harpenden, Hertfordshire AL5 4GZ
5. The Police and Crime Commissioner for Norfolk, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW
6. The Police and Crime Commissioner for Suffolk, Martlesham Heath, Ipswich, Suffolk IP5 3QS

WHEREAS:

- (i) The Parties to this agreement have agreed to work together to maximise the efficiency and effectiveness of identified areas for collaboration and innovation in order to more efficiently and effectively operate the Parties functions with regard to police misconduct panels and misconduct meetings for senior officers.
- (ii) To give effect to the desire the Parties enter into this agreement pursuant to Section 22A of the Police Act 1996 to provide support by a policing body to another policing body.

IT IS NOW AGREED AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, except where the context requires otherwise, the following expressions shall have the meanings respectively ascribed to them:

“Parties” means the Police and Crime Commissioners of Bedfordshire, Cambridgeshire, Hertfordshire, Norfolk and Suffolk, and Police, Fire and Crime Commissioner for Essex, and the term “Party” shall mean any one of them;

“

“Collaborative Functions” means the collaborative functions and services that are referred to in clause 2.3 below;

## **2. PURPOSE**

- 2.1 The Parties have worked together to make the exercise of the Parties functions with regard to police misconduct panels and senior officers misconduct meetings under Schedule 3 of the Police Reform Act 2002 (the Act) and Regulations made thereunder.
- 2.2 The Parties have established a network of officers from each of the Parties offices (OPCCs) to work together to implement the functions.
- 2.3 The functions of the Parties that are subject of this agreement are:
- a. completion of recruitment documentation after the Parties have individually approved appointments of legally qualified persons (LQPs) and independent persons (IPs) as defined in the Regulations made under the Act;
  - b. holding the lists and contact details of LQPs and IPs to be able to recommend an appointment to any one of the Parties requiring LQPs and IMs for a hearing or meeting.

## **3. GOVERNANCE**

- 3.1 The Parties have established a working group network of officers to liaise across the region with respect to their functions relating to misconduct hearings and senior officers' misconduct meetings in the Act.
- 3.2 The working group will carry out the recruitment process and administration of appointments and training of LQPs and IMs using their OPCCs respective decision-making processes where necessary.
- 3.3 The Parties will individually and in accordance with their own decision-making process make appointments of LQPs and IMs.
- 3.4 The Parties will appoint one of their OPCCs to administer the list of LQPs and IMs to assist with appointment of LQPs and IMs to hearings and meetings in accordance with a fair and open process. That OPCC will make recommendations for appointment when requested. The appointment of the OPCC can be changed by agreement of the officer working group in accordance with local decision-making processes.

## **4. FINANCE**

The costs incurred in delivering the functions will be split and recharged between the Parties on the basis of Net Revenue Expenditure as calculated from time to time for national collaboration agreements. The work of employees of the Parties will not be recharged.

## **5. LENGTH OF AGREEMENT**

5.1 This Agreement shall come into force on 2024 and shall continue until terminated by any of the Parties by giving one month's notice in writing or by email to the Chief Executive of the other Parties.

**6. DISPUTES**

6.1 Any disputes arising from the interpretation of this Agreement shall initially be discussed by the officer working group. If any dispute cannot be resolved to the satisfaction of all, it will be referred to the Chief Executives of the Parties.

Signed on behalf of the Parties:

For The Police and Crime Commissioner for Bedfordshire,

..... Name.....Date.....

For The Police and Crime Commissioner for Cambridgeshire,

..... Name.....Date.....

For The Police, Fire and Crime Commissioner for Essex,

..... Name.....Date.....

For The Police and Crime Commissioner for Hertfordshire,

..... Name.....Date.....

For The Police and Crime Commissioner for Norfolk,

..... Name.....Date.....

For The Police and Crime Commissioner for Suffolk,

..... Name.....Date.....

## **Schedule A**

### **Eastern Region Summit – Terms of Reference**

1. PRINCIPLES
  - 1.1 The Meeting shall be a private business meeting and not a public decision-making forum. Appropriate minutes will be kept.
  - 1.2 The Meeting shall provide the Parties with a forum to discuss and shape new initiatives and discharge their statutory duties.
  - 1.3 The principle of local accountability shall be maintained. Decisions may be made by the Meeting 'in principle' and recommendations may be made but each Party shall retain their executive sovereignty as corporation soles.
  
2. ROLE OF THE MEETING
  - 2.1 To assist the Parties in meeting their statutory obligations, to include keeping collaboration opportunities under review and ensuring collaboration takes place where it is in the interests of the efficiency or effectiveness of their own and other police force areas.
  - 2.2 To hold the Chief Constables to account for the operational delivery of the Seven Force Projects, ERIN and the Collaborative Functions.
  - 2.3 To ensure the delivery of all functions through collaboration are implemented effectively.
  - 2.4 To discharge the functions assigned to it by relevant collaboration agreements as agreed by the Parties.
  - 2.5 To consider national and regional police and crime issues.
  - 2.6 To share best practice and innovation and facilitate closer working between the Parties.
  - 2.7 To receive budget reports and funding requests from the Seven Force Projects, ERIN and Collaborative Functions and agree the funding arrangements for them as appropriate for the following financial year.
  - 2.8 When required to do so:
    - to consider proposals for any significant expenditure, overspends or disposal of any significant assets in relation to Collaborative Functions;
    - to resolve any high level strategic service delivery issues or disputes which cannot be resolved through line management arrangements.

2.9 To consider any issue of a financial nature relating to the Seven Force Projects, ERIN and Collaborative Functions.

2.10 To receive reports to the annual meeting on the performance of all Collaborative Functions, including financial and operational performance, in accordance with the terms of the relevant collaboration agreements. This includes the receipt of reports on the financial and operational performance of:

2.10.1 The Eastern Region Special Operations Unit and

2.10.2 The Seven Force Single Procurement Function.

2.11 To receive a report to the annual meeting on the financial and operational performance of ERIN.

2.12 To consider any matter of a policing nature which is of a mutual interest to the Parties.

### 3. MEMBERSHIP

3.1 The Meeting shall comprise the Parties (and/ or their representatives).

3.2 The Chair shall be appointed as agreed by the Police and Crime Commissioners and Police, Fire and Crime Commissioners who are Parties.

3.3 The ERIN Network Director will have responsibility for all necessary administration in relation to the Meeting.

### 4. PROCEEDINGS AND MEETINGS

4.1 There shall be an annual meeting to take place in November/ December although meetings can in addition be convened as and when it is felt appropriate by the Parties.

4.2 The Meeting does not have a formal decision-making function and therefore detail concerning voting and quorum is unnecessary.

4.3 The Meeting shall be held in private unless determined otherwise by all the Parties.

4.4 Other operational governance mechanisms will exist in addition to the Eastern Region Summit. These currently consist of the Seven Force Chief Constables meeting, the Seven Force Deputy Chief Constables meeting and the Chief Executives meeting. These meetings are subject to change.

## **Schedule B**

### **The Eastern Region Innovation Network – Consultation and Strategy Paper**



## **Schedule C**

### **Redundancy Liabilities**

#### **Appendix to Seven Force Strategic Collaboration Programme (Fourth Collaboration Agreement), made on 1 December 2019**

#### **1. Introduction:**

- 1.1 This appendix sets out the principles agreed by all Force's CFOs in relation to the application of [clauses 7 & 13]\* of the Collaboration Agreement, in the event of a redundancy cost situation.
- 1.2 The make-up of the 7F Strategic Collaboration Programme (SCP) team is subject to constant review to reflect the programmes/projects being undertaken at any one time. The team could consist of:
- i) Officers and/or police staff seconded to the team for a specified period of time, which at the point of termination, will return back to their home force.
  - ii) Police staff members who have joined the team from one of the home forces, by either redeployment or application, but who have no substantive role to go back to and who will have varying amounts of continuous service.
  - iii) Police staff members who have been directly appointed via one of the forces, on a temporary contract.
- 1.3 In the case of ii) and iii) above, a redundancy situation could arise and as such, the following principles will apply:

#### **2. Principles to be applied in relation to 1.2 ii) and iii) above:**

- 2.1 The seven forces will seek to avoid any redundancies from the 7F SCP.
- 2.2 The employing force is responsible for all redundancy costs of their employees up to the point in time at which the employee joined the 7F SCP.
- 2.3 For the period of time during which the employee is engaged on the 7F SCP, the portion of redundancy cost accrued during the time engaged on the 7F SCP and redundancy, will be shared by the forces, by NRE in accordance with the Collaboration Agreement.
- 2.4 If the employee returns to their employing force in a non 7F role, that employing force is then liable for all redundancy costs, including the element accrued during their time on the 7F SCP.

2.5 In the case of 1.2 (iii) above, where 7F SCP staff are directly employed by one of the forces, the full redundancy cost will be shared by the forces, by NRE in accordance with the Collaboration Agreement.

**3. Redundancy Costs:**

3.1 'Redundancy Costs' include the total severance costs i.e. redundancy payment and pension strain.

3.2 In the event of redundancy whilst on the 7F SCP, 2 calculations will be performed by the employing force;

- i) to calculate the actual redundancy costs, including pension strain, at the point of actual redundancy
- ii) to calculate a notional redundancy cost, including pension strain, at the point at which the employee moved to the 7F SCP.

The difference between i) and ii) above will be deemed to be the portion of redundancy cost to be shared by all 7 forces, by NRE.

3.3 The employing force will obtain and share with all other forces the relevant redundancy cost and pension strain information to ensure a transparent process for agreeing the cost share.

\* as now set out in the Fifth Collaboration Agreement

N.B. This schedule has not been amended from when produced at the 1 December 2019, save as marked at paragraph 1.1, for the purposes of the Fifth Collaboration Agreement and is required to be read as a statement of general principles.

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(1)

THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE

(8)

THE CHIEF CONSTABLE OF THE BEDFORDSHIRE POLICE

## SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(2)

THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE

(9)

THE CHIEF CONSTABLE OF THE CAMBRIDGESHIRE CONSTABULARY

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(3)

THE POLICE, FIRE AND CRIME COMMISSIONER FOR ESSEX

(10)

THE CHIEF CONSTABLE OF THE ESSEX POLICE

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(4)

THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE

A handwritten signature in black ink that reads "David Lloyd". The signature is written in a cursive style with a large initial 'D' and 'L'.

DAVID LLOYD

(11)

THE CHIEF CONSTABLE OF THE HERTFORDSHIRE CONSTABULARY

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(5)

THE POLICE AND CRIME COMMISSIONER FOR KENT

(12)

THE CHIEF CONSTABLE OF THE KENT POLICE

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(6)

THE POLICE AND CRIME COMMISSIONER FOR NORFOLK

(13)

THE CHIEF CONSTABLE OF THE NORFOLK CONSTABULARY



SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Collaboration

(7)

THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK

(14)

THE CHIEF CONSTABLE OF THE SUFFOLK CONSTABULARY