



Cambridgeshire
Police & Crime
Commissioner

**Police and Crime
Commissioner**
for Hertfordshire

Policing Body Collaborative Service Agreement

For the provision of a BeNCH Offender Management Strategy and Delivery Plan

This agreement was made on the 16th July 2014

Between

1. Police and Crime Commissioner for Bedfordshire, Bridgebury House, Woburn Road, Kempston, Bedfordshire MK43 9AX
2. Police and Crime Commissioner for Cambridgeshire, South Cambridgeshire Hall, Cambourne, Cambridgeshire CB23 6EA
3. Police and Crime Commissioner for Northamptonshire, Wootton Hall, Mereway, Northampton NN4 0JQ
4. Police and Crime Commissioner for Hertfordshire, 15 Vaughan Road, Harpenden, Hertfordshire AL5 4GZ

1. Purpose of The Agreement

- 1.1 The Police and Crime Commissioners (PCCs) for Bedfordshire, Cambridgeshire, Northamptonshire and Hertfordshire, working in partnership with 'subject matter experts' through the BeNCH Transforming Rehabilitation Strategic Steering Group, wish to collaborate in the development of a joint 'BeNCH' Offender Strategy and delivery plan in parallel with the Ministry of Justice's criminal justice reforms to compete for the provision of community rehabilitation services. This is a bespoke project that requires additional capacity, through engaging a Strategy Development Manager for a fixed 6-month period, building on the visioning work and Offender Study commissioned by the BeNCH PCCs and delivered by the Cambridgeshire Research Group of Cambridgeshire County Council.
- 1.2 The function of this agreement is to provide the foundations by which the BeNCH PCCs will collaborate, what additional capacity is required and for what purpose, clarify the details of how this will be managed, and thus meet the wishes of the parties to this agreement.
- 1.3 The PCCs think that the provision of the BeNCH Strategy Development post is necessary in the interests of efficiency and effectiveness for their respective areas and secures good value for money.

2. The Collaborated Function

- 2.1 The function which is the subject of this agreement is the development of a BeNCH Offender Strategy and Delivery Plan.
- 2.2 It will be achieved by the creation of a BeNCH Strategy Development Manager role to act as a project manager for the development of the BeNCH Offender Strategy. This will include drawing on the existing evidence-base, working with service providers and stakeholders to develop a delivery plan to deliver the vision and the strategic objectives.
- 2.3 A specification is set out at Appendix A.
- 2.4 The role holder will submit and present reports to the BeNCH Transforming Rehabilitation Strategic Steering Group who will ensure that milestones are identified and met.
- 2.5 The work of the role holder will be informed by national best practice and effective engagement with all key stakeholders.
- 2.6 The Office of the Police and Crime Commissioner for Northamptonshire will act as the lead Policing Body on behalf of the BeNCH OPCCs. To ensure objectivity and embedding an evidence-based approach, the Strategy Development Manager will be employed and managed through the

Institute of Public Safety, Crime and Justice in line with their terms and conditions. They will also provide a local management structure to provide appropriate support, direction and control to the role holder.

3. Length of Agreement

- 3.1 This agreement shall come into force on 1st July 2014 and shall continue until 31st December 2015 at which time the project will be reviewed and any further work requiring additional capacity identified.
- 3.2 This Agreement will terminate on 31st December 2014, unless renewed in writing by all the relevant Parties.

4. Indemnity

- 4.1 Each Policing Body shall indemnify and keep indemnified the other Policing Bodies against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence, negligence of its officers and/or staff or breach of its obligations under this Agreement

5. Insurance and Liability

- 5.1 The employing body will follow their individual Insurance Policy.
- 5.2 Each Policing Body will remain liable in accordance with the law for the acts and omissions of its own officers and staff.

6. Sharing of Costs

- 6.1 The full cost of the role (including on-costs and expenses) is estimated to be £28,000. This cost will be shared equally between the four PCCs. The Institute of Public Safety, Crime and Justice will invoice each PCC for up to £7,000. Additional in-kind costs for the management of the role holder will be met by the Institute of Public Safety, Crime and Justice.

7. Freedom of Information Requests

- 7.1 Freedom of Information requests relating to this project will be dealt with by the recipient force. They will be responsible for co-ordinating the response, agreeing the disclosure with the other relevant parties and replying to the request.

8. Data Protection Act 1998

- 8.1 Each Policing Body will be responsible for ensuring compliance with the Data Protection Act 1998 in regard to the processing of data. This includes the provision and sharing of data to inform the project.

9. Governance

- 9.1 The BeNCH PCC Board will provide the necessary governance for the outcomes of this agreement, whilst the lead Policing Body in collaboration with the BeNCH PCC lead officers will provide the direction and control to the individual to support achievement of the outcomes.
- 9.2 The BeNCH PCC Board will meet at least quarterly following the BeNCH Transforming Rehabilitation Strategic Steering Group.
- 9.3 If issues or disputes that cannot be resolved at the lead officer level they will be referred to the BeNCH PCC Board for resolution.

10. Intellectual Property Rights

- 10.1 Intellectual property rights in any designs, works, written material etc. created as part of the project will rest in the BeNCH Policing Bodies jointly. In the event of termination of this agreement, the rights will remain joint unless and until agreed by the Police and Crime Commissioners in writing.

11. Assets

- 11.1 Limited assets are anticipated as a consequence of this role. However legal title to these assets will remain with the employing organisation.

Signature:



Title: Police and Crime Commissioner for Northamptonshire

Date 4th August 2014