

Collaborative Service Agreement for the provision of a
Joint Estates & Facilities Department



POLICE

NORFOLK & SUFFOLK

working together for you



Subject	Joint Estates & Facilities Department
Date	22 January 2024
PREPARED BY	G Oliver
COMMISSIONED BY	Head of Strategic Business and Operational Services
PURPOSE	Renewal of S22A Collaboration Agreement

Police Force and Policing Body Collaborative Service Agreement

For the Provision of a Joint Estates & Facilities Department

Collaborating Partners:

- The Chief Constable of the Suffolk Constabulary
- The Chief Constable of the Norfolk Constabulary
- Norfolk OPCC
- Suffolk OPCC

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- C Operating Terms of Reference – Joint Estates & Facilities Department**
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THIS AGREEMENT is made on 1 May 2024 and will commence on 1 May 2024

BETWEEN

1. The Chief Constable of the Suffolk Constabulary, Martlesham Heath, Ipswich, Suffolk IP5 3QS
2. The Chief Constable of the Norfolk Constabulary, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.
3. The Police and Crime Commissioner for Suffolk, Martlesham Heath, Ipswich, Suffolk IP5 3QS
4. The Police and Crime Commissioner for Norfolk, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.

IT IS AGREED

SECTION 1: INTRODUCTION AND LEGAL CONTEXT

- 1.1 Sections 22A and S23 Police Act 1996 (as amended) (“The Act”) enable the Chief Officers of one or more police forces and two or more policing bodies to make an Agreement relating to:
- the discharge of functions of the members of the Chief Officer’s forces (“**force collaboration provision**”) and for such other provision as shall be referred to in this agreement. “Functions” comprise all and any of the powers and duties of police forces, and/or
 - the provision about support by a policing body for the police force which another policing body is responsible for maintaining (“**policing body and force collaboration provision**”). “Support” includes the provision of premises, equipment, staff, services and facilities.

Provided that:

- the Chief Officers think that such an agreement is in the interests of the efficiency or effectiveness of one or more police forces, and
 - the policing bodies think that the agreement is in the interests of the efficiency and effectiveness of one of or more policing bodies or police forces.
- 1.2 For the purposes of the above, this agreement includes both force collaboration provision and policing body and force collaboration provision.
- 1.3 The terms of this general agreement are to be read in conjunction with the legislation and the Statutory Guidance on Police Collaboration.

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SECTION 2: DEFINITIONS

In this General Agreement the terms below have the following meanings:

- 2.1 **Chief Constables** – The Chief Constables of Norfolk and Suffolk Constabularies.
- 2.2 **Policing Bodies** – Norfolk and Suffolk Police and Crime Commissioners.
- 2.3 **Joint Chief Officer Team (JCOT)** – The senior joint Management Board established to oversee the operational governance of all Norfolk/Suffolk Collaboration Partnerships. The Terms of Reference for JCOT are set out at Appendix A.
- 2.4 **The Function** – The Joint Norfolk and Suffolk Estates & Facilities Department comprising the Department / Command and the Head of function (JE&FD).
- 2.5 **Joint Performance Monitoring Board** – A group established to monitor the service delivery of the joint unit. This will comprise the Portfolio Lead (PL) and functional Head(s) from the collaborated service established. In the case of the JE&FD this will be known as the Corporate Shared Services Senior Leadership Team Meeting (CSS SLT). The Terms of Reference for the Board are set out at Appendix B.
- 2.6 **Norfolk & Suffolk Collaboration Panel** – The meeting Forum which, in addition to the governance mechanisms operating within each Force area, discharges the governance responsibilities of the Police and Crime Commissioners (PCCs) in relation to collaboration between Norfolk and Suffolk. The Terms of Reference for the Collaboration Panel are set out in the respective Schemes of Governance and Consent for the PCCs.
- 2.7 **The Senior Leadership Team (SLT)** – The SLT which leads the Norfolk & Suffolk Collaborated function.
- 2.8 **Collaboration Finance Lead** – The Head of Norfolk and Suffolk Joint Finance Department.
- 2.9 **Agreement** – this Collaboration Agreement entered into in accordance with sections 22A to 23I Police Act 1996 (as amended).
- 2.10 **The Parties** – The parties are the Chief Constables of Norfolk and Suffolk Constabularies and the Norfolk and Suffolk Policing Bodies.
- 2.11 **Costs** – The costs associated with staff, officers, on-costs and non-pay expenditure, which provide for the operation of the Joint function and management thereof, and which have been agreed as part of the shared budgetary arrangements determined by the Chief Constables.
- 2.12 **Portfolio Leads (PLs)** – The Portfolio Leads nominated by the Chief Constables to have oversight of the function. The Portfolio Leads (PLs) for the function are the Assistant Chief Officer of the Norfolk Constabulary and the Assistant Chief Officer of the Suffolk Constabulary (ACOs).

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SECTION 3: PURPOSE OF THE AGREEMENT

- 3.1 The Chief Constables of Norfolk and Suffolk Constabularies (the Chief Constables) agree to collaborate in the provision of a JE&FD ('function') capability to be managed by a HJE&FD. The objective is to provide a more effective and efficient function for the Constabularies.
- 3.2 The main benefit of the function is to provide the most effective means of delivering a key operational/support function.
- 3.3 This Agreement is entered into by the Parties for the purposes of the provision of the function.
- 3.4 This Agreement is entered into by the Policing Bodies for the Counties of Norfolk and Suffolk for the purposes of the provision of joint support to the function.
- 3.5 The Chief Constables think that provision of the joint function for both Constabularies would be in the interests of efficiency and effectiveness of one or more police forces in that the function could be more efficiently and effectively discharged by a joint team. The benefits identified include all or a combination of the following, greater resilience and flexibility in the use of highly skilled specialist staff, reduction in duplication of roles and resources and enhanced capability and capacity.
- 3.6 The Policing Bodies think that the provision of joint support to the joint function is in the interests of efficiency and effectiveness of one or more policing bodies and/or police forces and secures good value for money.
- 3.7 The Chief Constables consider that the provision of the function will secure good value for money in accordance with the duty under s35 Police Reform and Social Responsibility Act 2011, (in particular a joint function will result in a reduction in duplication in roles and resources) and will satisfy the principles set out in HMT's Managing Public Money guidance encapsulated in Annex B of the Financial Management Code of Practice for the Police Service of England and Wales pursuant to section 39A(5) of the Police Act 1996 (as amended) and section 17(6) of the Police Reform and Social Responsibility Act 2011.

SECTION 4: STRUCTURE OF THE AGREEMENT

- 4.1 This Agreement incorporates the following:
- (i) Terms of the Agreement
 - (ii) Schedules relating to the Department/Command, its Units, functions and the management of it
 - (iii) Appendices referred to in the Agreement and in the Schedules

SECTION 5: THE COLLABORATED FUNCTION

- 5.1 The function which is the subject of this Agreement is the JE&FD.
- 5.2 The purpose of the function is to plan and deliver appropriate accommodation and facilities to meet the needs of front-line officers, corporate support services and service

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delivery partners and the general public (visiting and detained) in a safe and comfortable environment.

- 5.3 The structure of the function is set out at Appendix E.
- 5.4 With effect from the commencement date, the JE&FD will operate and will have the Terms of Reference set out in Appendix C.
- 5.5 The joint function will be headed and managed by a HJE&FD who will report to the PLs for Norfolk and Suffolk Constabularies responsible for oversight of the function. The Terms of Reference for the post is attached at Appendix D.
- 5.6 The joint function is comprised of the following Units:
- Estates Unit
 - Facilities Unit
 - Print Unit
 - Private Finance Initiative Unit (PFI)
- 5.7 The day to day operating procedures for the function will be developed and maintained by the HJE&FD in conjunction with the PLs. The operating procedures may be varied and added to by the HJE&FD and the PLs from time to time.
- 5.8 The operating model is set out in appendices C, D, and E. The operating model may be varied and added to by agreement of both Chief Constables from time to time without it constituting or being deemed as a termination of this agreement.
- 5.9 Any material variation to the operating model which the Chief Constables reasonably consider causes a significant change to the structure, location or balance in the deployment of Police Officers and Police Staff, will be notified in advance upon reasonable notice to the Policing Bodies.
- 5.10 Upon providing the Policing Bodies with notification in accordance with paragraph 5.9 above, and upon receiving any representations from the Policing Bodies, the Chief Constables will consider, and take into account, such representations and, subject to the principle of operational independence, will take all reasonable steps to address them before making such a material variation.
- 5.11 Without prejudice to paragraph 5.9 above, changes may be made, from time to time, to the posts identified in Appendix F, (including adding or deleting roles, changing powers designated etc). Such changes will not be deemed to be a variation of this agreement.

SECTION 6: LENGTH OF AGREEMENT

- 6.1 This Agreement shall come into force on 1 May 2024 and shall continue in force until 30 April 2029 unless, in advance of that date, the Agreement is renewed in writing with the written agreement of the Parties, or until terminated under the provisions of section 8.
- 6.2 It is hereby agreed that once this agreement is signed, any prior collaboration agreements relating to this function will terminate with effect from the commencement date.

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SECTION 7 ADDITIONAL PARTIES

7.1 Further UK Police forces, policing bodies and other bodies may be added to this Agreement with the written agreement of the Parties.

SECTION 8: TERMINATION OF THE AGREEMENT

8.1 This Agreement will terminate on 30 April 2029 unless, in advance of that date, the Agreement is renewed with the written agreement of the Parties.

8.2 This Agreement can be terminated at any time by the agreement of the Parties.

8.3 This Agreement may be terminated by any Chief Constable or Policing Body by giving 12 months written notice to all the other relevant Parties, provided that:

- (i) No such notice shall be given without prior consultation with the other Parties.
- (ii) No such notice shall be given so as to terminate this Agreement prior to 30 April 2025.
- (iii) The date specified in the notice must be the last day of a calendar month.
- (iv) The notice is to be served on the Police & Crime Commissioners and Chief Constables.

8.4 The termination of this Agreement will have the effect of terminating the whole Agreement including the Schedules.

8.5 Where the Parties agree to terminate this Agreement, the date of termination and the exit strategy will be agreed by the Parties.

8.6 On termination of this Agreement, the Parties shall be liable:

- i) to honour their share of any contractual obligations entered into as part of this agreement prior to the end of the notice period; and
- ii) for all other contributions due to the other parties in respect of this agreement prior to and during the notice period.

8.7 Where this Agreement is terminated, the Parties will be liable for all the costs and liabilities associated with the termination of the Agreement (but not including the establishment of any replacement service) and (except as provided for otherwise in the Agreement) for liabilities and costs arising from the operation of the function and shall meet such costs in the proportions set out in Section 16.1.

8.8 This Agreement may be terminated by notice given by the Secretary of State in accordance with S23H of the Act.

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- 8.9 Where the Agreement is terminated in accordance with section 8.8, the date of termination will be the date specified by the Secretary of State in the notice.

SECTION 9: CONSEQUENCES OF TERMINATION

- 9.1 Legal title to property, vehicles and equipment will remain with the providing force.
- 9.2 The Parties will be entitled to a share of the assets (or their value) purchased jointly for the function calculated in accordance with the relevant contributions.
- 9.3 Police Officers and staff within the function will return to their host force.
- 9.4 The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the function to ensure continuity of service in both force areas.

SECTION 10: INDEMNITY

- 10.1 Where a Party (to include the employee, servant, officer or agent of the Party) is in breach of the provisions of this Agreement or has been negligent, or has carried out an act or omission, including fraud or wilful misconduct (the 'Defaulting Party') that Defaulting Party shall indemnify the other Parties against all liabilities incurred by the other Parties as a result of the Defaulting Party's negligence, acts or omissions, fraud, wilful misconduct or breach of its obligations under this Agreement.

SECTION 11: AUDIT AND INSPECTION

- 11.1 Without prejudice to the operational independence of the Chief Constables and subject to the disclosure and security of information being managed on a 'need to know' basis:
- i) An internal audit / inspection can be commissioned by any of the Parties and any findings will be shared, with the Chief Constables and the Policing Body.
 - ii) Records maintained by all Parties in respect of the function will be accessible to internal audit from the other Parties.
 - iii) The function may also be subject to external audit/inspection, for instance by HM Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS). The HJE&FD will ensure that any findings are shared with the Parties and that appropriate action planning takes place.
 - iv) Costs relating to internal audit will be shared in accordance with Section 16.1.

SECTION 12: REVIEW

- 12.1 The Parties are under a duty to keep under consideration the ways in which the collaboration functions could be exercised to improve efficiency or effectiveness (Ss 22B and 22C Police Act 1996 as amended).

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- 12.2 This Agreement and the collaboration of the function shall be reviewed by 30 April 2025 (the “initial review”) and every 2 years thereafter, or earlier by agreement of the Parties.
- 12.3 The method and purpose of the review process is to ensure that the function is operating effectively in line with the objectives set by the relevant Parties, providing value for money and a high quality service. This will include an assessment as to whether strategic objectives are being met; the perceived benefits are being realised; or whether there would appear to be a better way of providing the service.
- 12.4 Performance monitoring is in place for the function and is reviewed on a regular basis by a Joint Estates & Facilities Department Performance Board JE&FDPB, with any exceptional issues being raised to the JCOT. A full review may also be commissioned if there are felt to be significant failings in the command or service provided or any incident or series of incidents arises which gives the relevant Parties cause for concern. Reviews may be commissioned by the HJE&FD, JCOT or following external review of the service, such as by HMICFRS.
- 12.5 Such reviews are without prejudice to any performance monitoring of the function that either Policing Body may wish to undertake from time to time either jointly or individually.

SECTION 13: AMENDMENT TO AGREEMENT

- 13.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under S23G(4) of the Act, the terms of the Agreement may be altered by agreement between the Parties.
- 13.2 Save for those sections of this Agreement where it is expressly stated to the contrary, any variation to this Agreement will constitute the termination of the agreement and an agreement of a new one.
- 13.3 Variation to the Agreement will be made where directed by the Secretary of State under S23G(4) of the Act.

SECTION 14: EXTENT OF AGREEMENT

- 14.1 Where the Agreement does not deal with an issue pertinent to the conduct or management of the function, it shall be agreed by the Parties.

SECTION 15: INSURANCE AND LIABILITY

- 15.1 Each party will follow the Norfolk and Suffolk Insurance and Liability Protocol.
- 15.2 Subject to the indemnity set out in paragraph 10 above, each Party will remain liable, in accordance with the law, for the acts and omissions of its own officers and staff. Where the acts or omissions of officers or staff result from actions or operations directed by the HJE&FD, liability for those actions will lie with the HJE&FD's appointing Chief Constable.
- 15.3 All complaints, grievances or conduct issues raised by or against officers or staff working within the function will be dealt with by their employing/appointing Chief Constables (unless otherwise agreed by the Chief Constables).

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SECTION 16: SHARING OF COSTS AND SAVINGS

- 16.1 Savings and costs associated with staff, officers, on-costs and non-pay expenditure, which provides for the running of the function, and which have been agreed as part of the shared budgetary arrangements determined by the Chief Constables, will be apportioned based upon Net Revenue Expenditure (NRE) in any given year.
- 16.2 NRE will be calculated to 1 decimal place.

SECTION 17: DISPUTES AND ARBITRATION

- 17.1 Any disputes arising from the interpretation of the Agreement shall initially and immediately be dealt with by the Parties.
- 17.2 If the matter cannot be arbitrated and resolved locally by the Parties, it will be referred:
- (i) In cases involving the Chief Constables only, to an Arbitrator appointed by JCOT – anticipated to be HMICFRS.
 - (ii) In cases involving the Policing Bodies only, to an Arbitrator appointed by the agreement of the Policing Bodies – anticipated to be the Association of Policing and Crime Chief Executives (APACE).
 - (iii) In cases involving the Chief Constables and the Policing Bodies, to an Arbitrator appointed by the Parties – anticipated to be the Home Office.

SECTION 18: FREEDOM OF INFORMATION REQUESTS

- 18.1 Freedom of Information requests relating to the conduct of the JE&FD will be dealt with by the Chief Constables in accordance with the Norfolk and Suffolk Collaboration Information Management Protocol.

SECTION 19: DATA PROTECTION

- 19.1 Each Party will be responsible for ensuring compliance with the Data Protection legislation in regard to the processing of data and will comply with the Norfolk and Suffolk Collaboration Information Management Protocol. This includes the provision and sharing of data for use by the function and for data which is created by the function.

SECTION 20: LEGAL COMPLIANCE

- 20.1 The Parties are responsible for ensuring that they comply with their statutory duties in regard to the officers and staff working in the function, in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, discrimination legislation, Health and Safety etc.

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SECTION 21: STAFF AND ESTABLISHMENT

- 21.1 The function will be staffed by Officers and Staff from Norfolk and Suffolk Constabularies and will be managed by the HJE&FD.
- 21.2 The function will have an agreed establishment, to be filled by officers and/or staff from Norfolk and Suffolk Constabularies in accordance with the specific circumstances of the function. Any established post may be occupied by officers/staff from either Constabulary as it becomes vacant thereafter. The agreed establishment for each Constabulary will be retained, but the strength may vary from time to time depending upon who fills the post.
- 21.3 Existing staff and police officers who work within the function and/or for the HJE&FD, from each Constabulary, shall continue as employees and officers of the original employing Policing Body/Constabulary irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original Policing Body/Chief Constable.
- 21.4 New staff appointed to work within the function or for the HJE&FD after its creation, who were already employed or appointed to one party prior to this agreement, shall continue as employees and members of the original employing Policing Body/Constabulary irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original Policing Body/Chief Constable.
- 21.5 New staff appointed to the function from outside either Force will be employed/appointed by one party and will be treated at all times as if they had been transferred into the function in accordance with section 21.3 above. The Chief Constables will agree which Force will be the lead force for the recruitment of personnel under this section.
- 21.6 Joint policies are being implemented and will be followed by all staff and officers in both forces. The Chief Constables will continue to explore further, ongoing opportunities for the adoption of common policies and procedures in respect of all working practices in the function including the full implementation of common standards for officers and staff. For areas where joint policies have not yet been agreed, officers and staff will comply with the policies in place within their Home Force and instructions from the HJE&FD, provided those instructions are not inconsistent with the staff member's or officer's Home Force policy or contract of employment, or the relevant joint Norfolk and Suffolk Policy in place.
- 21.7 Where an Agreement is terminated under section 8, the cost of redundancy resulting from the termination of the Agreement and the redeployment of staff or officers transferred to the function under sections 21.3, 21.4 or 21.5 will be shared between the Chief Constables by agreement on a case by case basis.
- 21.8 Police Officers of the rank of Superintendent and above will be appointed into a joint function by a joint panel on the basis of merit alone.

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SECTION 22: GOVERNANCE

- 22.1 The Police & Crime Commissioners for Norfolk and Suffolk and the Chief Constables of Norfolk and Suffolk Constabularies have agreed a governance structure which underpins the partnership.
- 22.2 Policing Bodies have established a forum called the Norfolk and Suffolk Collaboration Panel for the purpose of considering issues of mutual interest and to discharge the governance responsibilities of the Policing Bodies in relation to collaboration between them. This purpose is without prejudice to the powers of the Policing Bodies to discharge their statutory responsibilities in relation to collaboration in any other way as they see fit. The Panel is not a decision-making body and any decisions that are required and which flow from the business of the Panel will require to be taken through the Policing Bodies own individual decision-making machinery. The Panel arrangement may be varied at any time with the agreement of the Policing Bodies.

SECTION 23: JOINT CHIEF OFFICER TEAM (“JCOT”)

- 23.1 The affairs, business and decision making of the Chief Constables shall be managed through JCOT.
- 23.2 JCOT is established to assist the management of the Norfolk and Suffolk Constabularies’ collaboration programme.
- 23.3 JCOT will resolve any high level strategic service delivery issues which cannot be resolved through line management arrangements.
- 23.4 JCOT will oversee the development and delivery of the collaboration programme between Norfolk and Suffolk.
- 23.5 The Terms of Reference for JCOT are attached at Appendix A.

SECTION 24: JOINT ESTATES & FACILITIES DEPARTMENT PERFORMANCE BOARD

- 24.1 A joint JE&FD Board JE&FDPB chaired by the PLs will oversee the implementation, delivery and performance of the JE&FD.
- 24.2 The terms of reference for the JE&FDPB are attached at Appendix B.
- 24.3 The HJE&FD will report into the JE&FDPB regarding the performance and delivery of the joint function.

SECTION 25: HEAD OF JOINT ESTATES & FACILITIES DEPARTMENT (HJE&FD)

- 25.1 The Parties have agreed to appoint a Head of the Joint function who will be responsible and accountable for the delivery of the function on behalf of both Forces.
- 25.2 The HJE&FD’s terms of reference is attached at Appendix D.

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- 25.3 The HJE&FD will report into the JE&FDPB regarding the performance and delivery of the joint function.
- 25.4 The HJE&FD will report directly to the PLs with responsibility for function in regard to the management of the function and its performance and delivery.
- 25.5 The HJE&FD will be the line manager for the Heads of the Units that comprise the Function.
- 25.6 The HJE&FD will be responsible and accountable for the implementation, delivery, performance, management and proper conduct of the function.

SECTION 26: DIRECTION AND CONTROL and COMMAND AND CONTROL

- 26.1 Chief Constables will retain legal direction and control and thus liability for their respective officers and staff working within the function and for the conduct of the function's business in their area. For the avoidance of doubt, this includes the HJE&FD and his/her officers and support staff.
- 26.2 The officers and staff working within the function are hereby required, by their appointing Chief Constable, to work to the instruction of the HJE&FD. For the avoidance of doubt, this will include all supervisors and managers working to the instruction of the HJE&FD.

SECTION 27: HEALTH AND SAFETY

- 27.1 The Chief Constables are liable in law for the health and safety of their officers and employees.
- 27.2 Each Chief Constable will be responsible for ensuring the health and safety of their officers and staff working in the function.
- 27.3 The HJE&FD will be responsible for ensuring that all appropriate risk assessments for the function have been carried out, are up to date and are complied with.
- 27.4 The Chief Constables have adopted a joint Health and Safety (H&S) Policy. Joint H&S Risk assessments are also in place for the majority of activities/business areas across both forces. If a joint H&S Risk assessment is not in place, the single force H&S Risk assessment of the staff/officers employing/appointing force will be applied/followed.

SECTION 28: VETTING

- 28.1 All staff and officers seeking access to Parties' systems or information will be vetted to the level required by the Party owning the system or information and in accordance with the joint vetting regime. Persons failing vetting will not be permitted to access the systems or information.
- 28.2 The Chief Constables have agreed a joint vetting regime for the vetting of staff and officers.

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SECTION 29: INFORMATION MANAGEMENT

- 29.1 Information created by the function will be shared equally by the Chief Constables.
- 29.2 Staff and Officers of both Forces will operate in accordance with the Norfolk and Suffolk Collaboration Information Management Protocol and joint policies on Information Management.

SECTION 30: POLICIES AND PROCEDURE

- 30.1 The Chief Constables will work together to ensure that their policies and procedures relevant to the function are reviewed and, over time, they achieve common policies. Where joint policies are not in existence/have yet to be agreed clear guidance will be given to staff as to which force or national policy should be applied. Generally this will mean officers and staff will follow their own Constabulary policies until joint policies are agreed.

SECTION 31: DISCIPLINE

- 31.1 All complaints, grievances and conduct issues raised against the HJE&FD or officers or staff working within the function, will be dealt with by their employing/appointing Chief Constable (unless otherwise agreed) in accordance with their respective Professional Standards policies/procedures and respective force HR policies/procedures or, where in place, the joint Norfolk and Suffolk Professional Standards policies and procedures, and the joint Norfolk and Suffolk HR policies and procedures.
- 31.2 The Chief Constables will continue to progress the programme of creation, alignment and implementation of joint Norfolk and Suffolk policies and procedures across all areas within the joint Professional Standards Department and the joint HR Department relating to the handling of complaints, grievances and conduct issues. The ongoing development of joint Norfolk and Suffolk policies and procedures will continue with the full agreement of both Chief Constables.
- 31.3 For the purposes of police conduct and performance procedures, and to the extent permitted by the respective Regulations, the 'Appropriate Authority's (AA) responsibility is delegated by the chief officer in accordance with the Scheme of Delegation approved by both Chief Officers.

The AA for a person serving with the police is:

- For a chief officer or an acting chief officer, the local policing body for the area of the police force of which the officer is a member; or
- In any other case, the chief officer with direction and control over the person serving with the police.

SECTION 32: SUPPORT SERVICES

- 32.1 The HJE&FD will be given support from a range of supplying and support departments to ensure efficient functioning. Where support departments are joint, the support service

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will be provided by the joint department. Pending the creation of joint support departments, for routine matters, unless otherwise agreed, support will normally be provided by the support department of the same Constabulary as the person within the function seeking such support.

- 32.2 For more substantive issues, the HJE&FD, in conjunction with the support departments, will identify a lead department in either Norfolk or Suffolk and a single point of contact. As a general principle, joint support departments will not 'cross charge' the cost of their services to the function unless otherwise agreed by the PLs.
- 32.3 Where it is desirable, a memorandum of understanding (MOU) will be entered into for the provision of support services to the function. Performance against any MOUs will be monitored by the HJE&FD or persons nominated by him/her and the Heads of the relevant support/supplying departments.

SECTION 33: BUDGET

- 33.1 Without prejudice to the Policing Bodies' role in budgetary matters, the budget for the HJE&FD and for the running of the function will be identified by the Chief Constables.
- 33.2 Without prejudice to the right of the relevant Policing Body from time to time to set their own Financial Regulations and Contract Standing Orders, Norfolk and Suffolk Constabularies currently work to the harmonised Financial Regulations and Contract Standing Orders approved by the relevant Policing Body.
- 33.3 Without prejudice to the right of the relevant Policing Body from time to time to alter their arrangements, It is the intention of the parties to move towards harmonisation of Policing Bodies' and Constabularies' Financial Policies, and other governing instruments of the Norfolk and Suffolk Policing Bodies.
- 33.4 The HJE&FD will be the responsible budget holder for the function and will comply with the Financial Regulations, Contract Standing Orders, and Financial Policies of the Parties. The HJE&FD may devolve operational management of the budget to Unit Heads within the Department, subject to the direction of the relevant Assistant Chief Officer (ACO) for constabulary purposes and subject to financial management ground rules and guidance issued from time to time. The HJE&FD will be responsible for securing value for money in the operation of the collaborative function and shall secure that the staff and officers in the Unit obtain good value for money in exercising their functions. To further this aim, the Parties have implemented a common Enterprise Resource Planning (ERP) system across both Constabularies.
- 33.5 Norfolk and Suffolk Policing Bodies will require, year on year, to be advised of the resourcing requirements (including any savings and their proposed reinvestment) for the HJE&FD role and for the delivery of the service provided by the function in order that the two Bodies are able to consider the resourcing requirement in determining their annual budgets. In this context the word "consider" means to exercise executive decision-making capacity.
- 33.6 Norfolk and Suffolk Constabularies will each account for their costs and these will be aggregated by the Collaboration Finance lead. A joint budget statement for the function

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will be accessed through the ERP self-service by the HJE&FD and monitored by the JE&FDPB.

- 33.7 Finance will, on a monthly basis, apportion the total costs in accordance with the agreed cost share and issue a balancing invoice to the appropriate Constabulary. Invoices will be paid within one month of receipt.

SECTION 34: PROCUREMENT

- 34.1 Norfolk and Suffolk Constabularies have a common Procurement Policy in respect of the procurement of all relevant goods, works and services, including information and communication technology. It is currently consistent with the Financial Regulations, Contract Standing Orders and other governing instruments of the Norfolk and Suffolk Policing Bodies.
- 34.2 The HJE&FD will apply the Procurement Policy as adopted by Norfolk and Suffolk as varied from time to time and will ensure this policy is followed by officers and/or staff.
- 34.3 Where contractual arrangements are entered into, on the basis of an allocated budget being made available for and on behalf of the function any liabilities for those arrangements will be shared by the Parties in the proportion set out at section 16.1 above.

SECTION 35: INTELLECTUAL PROPERTY RIGHTS

- 35.1 Intellectual property rights in any designs, works, written material etc. created by staff and officers within the function and as part of the work of the function will vest in the Chief Constables jointly. In the event of termination of this agreement, the rights will remain joint unless and until agreed by the Chief Constables in writing.

SECTION 36: ASSETS

- 36.1 Legal title to all vehicles, equipment and premises operated or used by the function shall remain with the providing Policing Body. Asset registers will be provided by the Chief Constables on the commencement date, as a record to be used in the event that such assets are sold or this agreement is terminated. A joint asset inventory will continue be maintained by the HJE&FD.
- 36.2 Unless agreed otherwise by the Policing Bodies, new equipment acquired on or after the commencement date will be purchased by a lead party on behalf of the function. Ownership of the asset will remain with the purchasing Policing Body. Revenue costs associated with the asset, where specifically agreed by the parties, will be shared in accordance with section 16.1. Where the cost of the asset is such that it is required by the Financial Regulations of any of the Policing Bodies to be recorded in the Asset Register then it will be so recorded in the Asset Register maintained by the purchasing Policing Body.
- 36.3 Each Policing Body consents to its vehicles, premises and equipment, being used for the effective discharge of the day to day functions and responsibilities of the function as considered necessary by HJE&FD.

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- 36.4 In the event that this Agreement is terminated, the assets provided to the function under section 36.1, will be retained by the owning Policing Body. Where assets are purchased under section 36.2, the joint assets will be valued and the value shared out in accordance with Section 16.1 of the Agreement.
- 36.5 The Chief Constables are responsible for the maintenance of asset registers for property owned by their Force/Policing Body. Where Chief Constables/Policing Bodies provide assets, to be used by the function; a joint asset inventory will be maintained by the HJE&FD. The inventory will clearly identify the owner of the assets listed in it.



SECTION 37: PREMISES


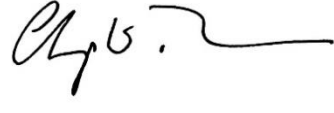
- 37.1 The function will be based within premises provided by Norfolk and Suffolk Policing Bodies.
- 37.2 Where additional premises are required for the use of the function, the provision, costs and sourcing of those premises will be agreed and provided by the Policing Bodies as guided by the Chief Constables.

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SECTION 38: SIGNATORIES TO THE AGREEMENT

Police Force	Chief Constable	Signature	Date
Norfolk Constabulary	Paul Sanford		12/03/24
Suffolk Constabulary	Rachel Kearton		02/02/24

Office of Police & Crime Commissioner	Chief Executive	Signature	Date
Norfolk	Mark Stokes		23/01/24
Suffolk	Christopher Jackson		31/01/24

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SCHEDULE A

JOINT ESTATES & FACILITIES DEPARTMENT (JE&FD)

MANAGEMENT OF THE JOINT ESTATES & FACILITIES DEPARTMENT

This Agreement is made under S22A and S23 Police Act 1996 (as amended) by the Chief Constables of the Norfolk and Suffolk Constabularies and by the Norfolk and Suffolk Policing Bodies.

SECTION A1 HEAD OF FUNCTION

- A1.1 The function will be headed by a Department Head known as the HJE&FD. The Terms of Reference for the HJE&FD are attached at Appendix D.
- A1.2 The HJE&FD will report to the PLs in regard to the management, performance and delivery of the function.
- A1.3 A Joint Estates & Facilities Department Performance Board (JE&FDPB) will be chaired by the PLs who will also oversee the performance and delivery of the function.
- A1.4 The HJE&FD will be responsible and accountable for the management and delivery of the function on behalf of the Chief Constables.
- A1.5 In conjunction with the strategic direction of the Chief Constables, and with the HJE&FD's PLs to whom they report, the HJE&FD is responsible for the development of the standard operating procedures for the function. The standard operating procedures are not part of this Agreement and as such may be varied from time to time by the HJE&FD.

SECTION A2 SENIOR LEADERSHIP TEAM (SLT)

- A2.1 The function's SLT will consist of the HJE&FD and the heads of the Units which comprise the function.
- A2.2 The SLT will be supported by an administrative function, where appropriate.

SECTION A3 RESPONSIBILITY FOR DAY TO DAY MANAGEMENT OF THE FUNCTION

- A3.1 A structure chart showing the line management structure of the function is set out in Appendix E. This structure can be changed with the agreement of both Chief Constables and without any such change being a variation of this Agreement provided that, where necessary, such changes are notified to the Policing Bodies in accordance with paragraphs 5.8 to 5.10 of the Agreement.
- A3.2 The HJE&FD will have day to day management responsibility for the function. The HJE&FD will be accountable for the delivery of the joint service in accordance with the strategic direction set by the PLs and the JE&FDPB.

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- A3.3 Officers and staff working within the function are hereby required by their appointing Chief Constable to work to the instruction of the HJE&FD.
- A3.4 The HJE&FD has line management responsibility for the Heads of the Units that comprise the Function and for any other post holder within the function as determined by the HJE&FD.
- A3.5 A JE&FDPB chaired by the PLs will oversee the performance and delivery of that Function.
- A3.6 The HJE&FD will be responsible for the health and safety of the officers and staff working in the function and for ensuring that all appropriate risk assessments for the function have been carried out, are up to date and are complied with.

SECTION A4: RESOLUTION OF DISPUTES

- A4.1 Any disputes arising from the day to day management of the function shall initially and immediately be dealt with by the HJE&FD.
- A4.2 If the dispute cannot be resolved successfully by these means it will be referred to the PLs for function.
- A4.3 If the matter cannot be resolved by the PLs, it will be referred:
- i) In urgent cases, by the PLs to both Chief Constables to jointly agree a resolution.
 - ii) In non-urgent cases, to the next JE&FDPB and/or Joint Chief Officer Team meeting (JCOT).
- A4.4 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the JCOT. The decision of the Arbitrator shall be final and binding. It is anticipated this will be HMICFRS.

SECTION A5: ASSETS

- A5.1 The HJE&FD will be responsible for the maintenance of an assets register for property to be used by the function. The inventory will clearly identify the assets and the owner of the assets listed in it.

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SCHEDULE B

JOINT ESTATES & FACILITIES DEPARTMENT

This Agreement is made under S22A and S23 Police Act 1996 (as amended) by the Chief Constables of Norfolk & Suffolk Constabularies and the Policing Bodies of Norfolk & Suffolk.

SECTION B1 ESTATES UNIT (EU)

B1.1 The EU will be responsible for:

- The development and delivery of a long-term estates strategy or estate plans, including Modern Workplace. This involves the purchase of new buildings, improvements and modifications to buildings.
- The management of the estate – ensuring all buildings are safe and in good working order.
- Management of capital projects, including building surveys, audits and the recording of appropriate asset records.
- Ensuring the Policing Bodies comply with all appropriate legislation.

**SECTION B2 RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT
OF THE ESTATES UNIT (EU)**

B2.1 A structure chart showing the position of (EU) within the line management structure of the function is set out in Appendix E. The structure may be changed with the agreement of the PLs. Any change will not constitute a variation of this Agreement provided that, where necessary, such changes are notified to the Policing Bodies in accordance with paragraphs 5.8 to 5.10 of the Agreement.

B2.2 The Senior Estates Officers (SEO) will have day to day management responsibility for EU and will report to the HJE&FD. The Terms of Reference of the for the SEOs will be determined by the HJE&FD in conjunction with the PLs provided that, where any term materially alters the nature of the collaboration, a formal variation to this Agreement will be required.

B2.3 The Terms of Reference for EU will be determined by the HJE&FD and approved by the JE&FDPB. The SEOs will be responsible for the delivery of the joint service in accordance with the strategic direction set by the HJE&FD.

B2.4 The SEOs, in conjunction with the HJE&FD, will develop and implement standard operating procedures for the conduct of the Unit.

B2.5 Officers and staff working within the EU are hereby required by their appointing Chief Constable to work to the instruction of the SEOs and HJE&FD.

B2.6 The SEOs have direct line management responsibility for the Estates Officers, Accommodation Officers and Estates Assistants working in the EU.

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B2.7 The SEOs will report directly to the HJE&FD.

B2.8 The SEOs will be responsible for the health and safety of officers and staff working in the EU and for ensuring that all appropriate risk assessments have been carried out, are up to date and are complied with.

SECTION B3: RESOLUTION OF DISPUTES

B3.1 Any disputes arising from the day to day management of EU shall initially and immediately be dealt with by the Head of EU and, if not resolved, by HJE&FD.

B3.2 If the dispute cannot be resolved successfully by these means it will be referred to the PLs.

B3.3 If the matter cannot be resolved by the PLs, it will be referred:

- (i) In urgent cases, by the PLs to both Chief Constables to jointly agree a resolution
- (ii) In non-urgent cases, to the next JE&FDPB and/or JCOT

B3.4 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the JCOT. The decision of the Arbitrator shall be final and binding. It is anticipated that the Arbitrator will be HMICFRS.

SECTION B4: ASSETS

B4.1 The Head of EU will be responsible for the maintenance of an assets register for property to be used by the EU. The inventory will clearly identify the assets and owners of the assets listed in it.

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SCHEDULE C

JOINT ESTATES & FACILITIES DEPARTMENT

FACILITIES UNIT (FU)

This Agreement is made under S22A and S23 Police Act 1996 (as amended) by the Chief Constables of the Norfolk and Suffolk Constabularies and by the Norfolk and Suffolk Policing Bodies.

SECTION C1 FACILITIES UNIT (FU)

C1.1 The FU will be responsible for:

- Management of all Facilities Management contracts to ensure the estate is fully functioning, clean and fresh, management of soft services.
- Provide facilities support for major incident and emergency plans including catering.
- Delivery of the Environmental Strategy.
- Energy management and utility procurement.
- Ensuring compliance with the appropriate legislation on behalf of the Policing Bodies.

**SECTION C2 RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT
OF THE FACILITIES UNIT (FU)**

C2.1 A structure chart showing the position of FU within the line management structure of the function is set out in Appendix E. The structure may be changed with the agreement of the PLs. Any change will not constitute a variation of this Agreement provided that, where necessary, such changes are notified to the Policing Bodies in accordance with paragraphs 5.8 to 5.10 of the Agreement.

C2.2 The Facilities Manager (FM) will have day to day management responsibility for FU and will report to the HJE&FD. The Terms of Reference of the for the FM will be determined by the HJE&FD in conjunction with the PLs provided that where any term materially alters the nature of the collaboration, a formal variation to this Agreement will be required.

C2.3 The Terms of Reference for FU will be determined by the HJE&FD and approved by the JE&FDPB. The FM will be responsible for the delivery of the joint service in accordance with the strategic direction set by the HJE&FD.

C2.4 The FM, in conjunction with the HJE&FD, will develop and implement standard operating procedures for the conduct of the Unit.

C2.5 Officers and staff working within the FU are hereby required by their appointing Chief Constable to work to the instruction of the FM and HJE&FD.

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- C2.6 The Facilities Manager (Suffolk Constabulary Police HQ based) has direct line management responsibility for staff working in the FU.
- C2.7 The FM will report directly to the HJE&FD.
- C2.8 The FM will be responsible for the health and safety of officers and staff working in the FU and for ensuring that all appropriate risk assessments have been carried out, are up to date and are complied with.

SECTION C3: RESOLUTION OF DISPUTES

- C3.1 Any disputes arising from the day to day management of the FU shall initially and immediately be dealt with by the FM and, if not resolved, by HJE&FD.
- C3.2 If the dispute cannot be resolved successfully by these means it will be referred to the PLs.
- C3.3 If the matter cannot be resolved by the PLs, it will be referred:
- (ii) In urgent cases, by the PLs to both Chief Constables to jointly agree a resolution
 - (ii) In non-urgent cases, to the next JE&FMG and/or JCOT.
- B3.4 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the JCOT. The decision of the Arbitrator shall be final and binding. It is anticipated that the Arbitrator will be HMICFRS.

SECTION C4: ASSETS

- C4.1 The Facilities Manager will be responsible for the maintenance of an assets register for property to be used by the FU. The inventory will clearly identify the assets and owners of the assets listed in it.

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SCHEDULE D

JOINT ESTATES & FACILITIES DEPARTMENT

PRINT UNIT (PU)

This Agreement is made under S22A and S23 Police Act 1996 (as amended) by the Chief Constables of the Norfolk and Suffolk Constabularies and by the Norfolk and Suffolk Policing Bodies.

SECTION D1 PRINT UNIT (PU)

D1.1 The PU will be responsible for:

- Provision of standard Force forms and publications.
- Print on demand.

**SECTION D2 RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT
OF THE PRINT UNIT (PU)**

D2.1 A structure chart showing the position of PU within the line management structure of the function is set out in Appendix E. The structure may be changed with the agreement of the PLs. Any change will not constitute a variation of this Agreement provided that, where necessary, such changes are notified to the Policing Bodies in accordance with paragraphs 5.8 to 5.10 of the Agreement.

D2.2 The Printing Services Supervisor (PSS) will have day to day management responsibility for PU and will report to HJE&FD. The Terms of Reference of the for the PSS will be determined by the HJE&FD in conjunction with the PLs provided that, where any term materially alters the nature of the collaboration, a formal variation to this Agreement will be required.

D2.3 The Terms of Reference for PU will be determined by the HJE&FD and approved by the JE&FDPB. The PSS will be responsible for the delivery of the joint service in accordance with the strategic direction set by the HJE&FD.

D2.4 The PSS, in conjunction with the FM, will develop and implement standard operating procedures for the conduct of the Unit, which will then be approved by the HJE&FD.

D2.5 Officers and staff working within the PU are hereby required by their appointing Chief Constable to work to the instruction of the PSS and HJE&FD.

D2.6 The PSS has direct line management responsibility for staff working in the PU.

D2.7 The PSS will report directly to the HJE&FD.

D2.8 The PSS will be responsible for the health and safety of officers and staff working in the PU and for ensuring that all appropriate risk assessments have been carried out, are up to date and are complied with.

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SECTION D3: RESOLUTION OF DISPUTES

- D3.1 Any disputes arising from the day to day management of the PU shall initially and immediately be dealt with by the PSS and, if not resolved, by the HJE&FD.
- D3.2 If the dispute cannot be resolved successfully by these means it will be referred to the PLs.
- D3.3 If the matter cannot be resolved by the PLs, it will be referred:
- (iii) In urgent cases, by the PLs to both Chief Constables to jointly agree a resolution
 - (ii) In non-urgent cases, to the next JE&FDPB and/or JCOT.
- B3.4 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the JCOT. The decision of the Arbitrator shall be final and binding. It is anticipated that the Arbitrator will be HMICFRS.

SECTION D4: ASSETS

- D4.1 The PSS will be responsible for the maintenance of an assets register for property to be used by the PU. The inventory will clearly identify the assets and owners of the assets listed in it.

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SCHEDULE E

JOINT ESTATES & FACILITIES DEPARTMENT

PRIVATE FINANCE INITIATIVE UNIT (PFI)

This Agreement is made under S22A and S23 Police Act 1996 (as amended) by the Chief Constables of the Norfolk and Suffolk Constabularies and by the Norfolk and Suffolk Policing Bodies.

SECTION E1 PRIVATE FINANCE INITIATIVE UNIT (PFIU)

E1.1 The PFIU will be responsible for management of the PFI contracts for both estates which are currently Norfolk's Headquarters and the Joint PIC's.

**SECTION E2 RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT
OF THE PRIVATE FINANCE INITIATIVE (PFIU)**

E2.1 A structure chart showing the position of PFIU within the line management structure of the function is set out in Appendix E. The structure may be changed with the agreement of the PLs. Any change will not constitute a variation of this Agreement provided that, where necessary, such changes are notified to the Policing Bodies in accordance with paragraphs 5.8 to 5.10 of the Agreement.

E2.2 The PFI Contracts Manager (PFICM) will have day to day management responsibility for PFIU and will report to the HJE&FD. The Terms of Reference of the for the PFICM will be determined by the HJE&FD in conjunction with the PLs provided that where any term materially alters the nature of the collaboration, a formal variation to this Agreement will be required.

E2.3 The Terms of Reference for PFIU will be determined by the HJE&FD and approved by the JEFMG. The PFICM will be responsible for the delivery of the joint service in accordance with the strategic direction set by the HJE&FD.

E2.4 The PFICM, in conjunction with the HJE&FD will develop and implement standard operating procedures for the conduct of the Unit.

E2.5 Officers and staff working within the PFIU are hereby required by their appointing Chief Constable to work to the instruction of the PFICM and HJE&FD.

E2.6 The PFICM has direct line management responsibility for staff working in the PFIU.

E2.7 The PFICM will report directly to the HJE&FD.

E2.9 The PFICM will be responsible for the health and safety of officers and staff working in the PFIU and for ensuring that all appropriate risk assessments have been carried out, are up to date and are complied with.

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SECTION E3: RESOLUTION OF DISPUTES

- E3.1 Any disputes arising from the day to day management of the PFIU shall initially and immediately be dealt with by the PFICM and, if not resolved, by HJE&FD.
- E3.2 If the dispute cannot be resolved successfully by these means it will be referred to the PLs.
- E3.3 If the matter cannot be resolved by the PLs, it will be referred:
- (iv) In urgent cases, by the PLs to both Chief Constables to jointly agree a resolution
 - (ii) In non-urgent cases, to the next JE&FDPB and/or JCOT.
- B3.4 If a resolution still cannot be agreed the matter shall be determined by an Arbitrator to be appointed by agreement of the JCOT. The decision of the Arbitrator shall be final and binding. It is anticipated that the Arbitrator will be HMICFRS.

SECTION E4: ASSETS

- E4.1 The PFICM will be responsible for the maintenance of an assets register for property to be used by the PFIU. The inventory will clearly identify the assets and owners of the assets listed in it.

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APPENDICES

APPENDIX A

JOINT CHIEF OFFICER TEAM (JCOT) – TERMS OF REFERENCE

NORFOLK AND SUFFOLK COLLABORATION PROGRAMME GOVERNANCE

1 **Purpose**

- Act as the strategic decision maker for change including setting of mandates and agreement of business cases.
- Ensure oversight of the financial position of both Constabularies and develop service and financial planning options as part of the annual budgeting process.
- Ensure oversight of statutory responsibilities such as Corporate Governancedocuments and Health & Safety reports.
- Hold to account Programme Directors for delivery of the individual programmesand projects alongside the subsequent realisation of benefits.
- Provide a steer for collaborative activities at a local, regional and national level,agreeing priorities for delivery and resourcing across the organisations.
- Ensure oversight of strategic departments such as Legal, CorporateCommunications and Professional Standards
- Consider future strategic scanning issues – such as Strategic Profiles and FMSand the impact onto strategic plans

2 **Governance**

- 2.1 The meeting will be held monthly face to face in alternating locations in Norfolk andSuffolk. A standard agenda is shown in Appendix A.
- 2.2 The Programme Management Office (PMO) will administer and record decisions andactions at the meeting.
- 2.3 The agenda and supporting reports/papers will be distributed 3 working days prior to the meetings by the PMO. An action and decision log will be circulated within 5 working days after the meeting by the PMO.
- 2.4 A template for agenda items can be found on the PMO intranet page along with the submission route and deadlines for reports.

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1 **Membership**

1.1 Membership comprises the following roles:

- CC Norfolk
- CC Suffolk
- DCC Norfolk
- DCC Suffolk
- ACC Norfolk
- ACC Suffolk
- ACC Joint
- ACO Norfolk
- ACO Suffolk

In addition, the following Heads of Department / Command are also included:

- Head of SBOS
- Head of Portfolio Management Office
- Director of People
- Director of ICT

1.2 Deputies/substitutes are not required to attend unless addressing a specific agenda item and by prior agreement with the Chair.

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APPENDIX B:

JOINT ESTATES & FACILITIES DEPARTMENT PERFORMANCE BOARD

Arrangements for TOR and Agenda to be defined by the Board participants but should, as a matter of course, reflect the following:

Meeting Chair: PLs for Joint Estates & Facilities Department
In attendance: Head of Joint Estates & Facilities Department
(+ SLT members as required)

Frequency: To be determined by the Chair

Primary Purpose: To oversee the implementation; delivery and ongoing performance of the collaborated function.

Objectives:

- Provision of a high quality service
- Strategic objectives met
- Benefits are being delivered
- Implementing change when better ways of providing the service are identified

To undertake periodic formal monitoring of the collaborated Joint Estates & Facilities Department:

- First year – initial review
- Third year – periodic review
- Fifth year – periodic review and post agreement management report

To work toward the harmonisation of the collaborated function of the two forces ensuring common understanding and execution of activities. Specifically, (as stated within the agreement), to focus initial efforts on arrangements for a common approach to:

- Asset Registers
 - Audit and Inspection
 - Data Protection
 - Discipline
 - Freedom of Information
 - Governance
 - Health & Safety
 - Information Management – including Data Protection, Freedom of Information, Records Management, Information Security and Information Disclosure and Compliance
 - Policies and Procedures
 - Vetting
- (this list is not exhaustive)*

To facilitate and undertake internal and external audit and inspection of collaborated functions thereby improving our understanding and outputs achieved.

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APPENDIX C:

OPERATING TERMS OF REFERENCE:

The HJE&FD is responsible for the management of all functions that are connected with the JE&FD.

JOINT ESTATES & FACILITIES DEPARTMENT	
Section:	Joint Estates & Facilities Department
Head of Joint Estates & Facilities Department including Senior Leadership Team	<ul style="list-style-type: none"> • Provide strategic direction in accordance with the requirements of the PL and JE&FDPB • Line manage Unit Heads through SLT • Implement the Joint Estates & Facilities Department • Deliver joint strategic objectives • Maintain agreed Performance levels • Resolve internal disputes • Work toward Joint Policy Documentation • Manage the joint Budget • Ensure compliance with legislative requirements • Operational improvements. • Production of a long-term estate strategy for each PCC
Estates Unit (EU)	<ul style="list-style-type: none"> • Delivery of long-term estates strategy / estates plans • Management of the estate • Management of capital projects / feasibility studies / options appraisal, including liaison with planning authorities, property lawyers and OPCCs • Management and review of leases • Asset valuations • Rates Appeals • General estate management – including contract management, maintenance of property records, minor building maintenance • Health and Safety tasks – including asbestos and water hygiene, fire safety • Provision of furniture and associated office moves • Reactive building maintenance calls, referrals to contractors, monitor completion of maintenance requests
Facilities Unit (FU)	<ul style="list-style-type: none"> • General facilities management – including security, caretakers / ground staff / contract management • For dealing with all initial enquiries for facilities repairs and room bookings / refreshments • Environmental Management including energy management

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Print Unit (PU)	<ul style="list-style-type: none"> • Provision of standard Force forms and publications • Print on demand
Private Finance Initiative Unit (PFIU)	<ul style="list-style-type: none"> • Working with the PFI providers to ensure contractual obligations are maintained in accordance with the original specification • To input change requests where required • To challenge the PFI provider where services have been charged but are not acceptable

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APPENDIX D:

TERMS OF REFERENCE:

HEAD OF JOINT ESTATES & FACILITIES DEPARTMENT

Joint Estates & Facilities Department
<ul style="list-style-type: none">• Provide strategic direction in accordance with the requirements of the PLs and Joint Estates & Facilities Department• Line manage Unit Heads through SLT• Implement the Joint Estates & Facilities Department• Deliver Joint strategic objectives• Maintain agreed performance levels• Resolve internal disputes• Work towards Joint Policy Documentation• Manage the Joint Budget• Ensure compliance with legislative requirements

HEAD OF JOINT ESTATES & FACILITIES DEPARTMENT

Introduction:

The establishment of a Joint Estates & Facilities Department (JE&FD) for Norfolk and Suffolk Constabularies, led by a HJE&FD, was agreed by both Chief Constables to commence on 01/04/2011. The decision to collaborate on the creation of a HJE&FD having been approved by the Suffolk Police and Crime Commissioner on 29/10/2010 and the Norfolk Police and Crime Commissioner on 01/11/2010.

Appointment:

1. The HJE&FD post will be occupied by a police staff member.
2. The post holder will be selected by the Chief Constables of Norfolk and Suffolk Constabularies based on merit.
3. The intention is to appoint an internal candidate currently employed with one of the Forces.
4. Where an internal candidate is selected, they will remain employed and under the direction and control of the Chief Constable of their employing Force but will undertake work for both Forces in accordance with these terms of reference.
5. Where it is not possible to recruit to the post from internal staff, the Chief Constable reserves the right to advertise and recruit to the post. If an external candidate is selected, the Chief Constable, in conjunction with the Police and Crime Commissioner, will agree which of them will be the employing body and who will have direction and control of the employee.

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Role:

6. The appointed HJE&FD will be responsible for the management of the existing Estates and Facilities Department in both Forces.
7. The HJE&FD will be responsible for the JE&FD.
8. The HJE&FD will;
 - be a single point of reference for delivery of the Estates and Facilities functions to both Norfolk and Suffolk Constabularies;
 - be responsible for the line management of all Estates and Facilities staff in both Forces, from time to time of his/her appointment, including any time prior to the formal operation of a single JE&FD;
 - be accountable for delivering the service requirements of Estates and Facilities between Norfolk and Suffolk Constabularies;
 - be responsible, through the delegated authority of the relevant Chief Constable for the command and control of all Estates and Facilities personnel. (The Chief Constable agree to direct their staff and officers to comply with the instructions of the HJE&FD);
 - be responsible for improving the Estates and Facilities capacity, resilience and service across the two constabularies ;
 - be accountable for the implementation and delivery of the joint service in accordance with the strategic direction set by the ACO via a joint delivery board;
 - be responsible for ensuring compliance with the agreed Norfolk and Suffolk policy for dealing with complaints, grievances and conduct issues which might arise as a result of joint working. All complaints, grievances and conduct issues raised by or against officers or staff working within the HJE&FD will be dealt with in accordance with the agreed policy.

Structure:

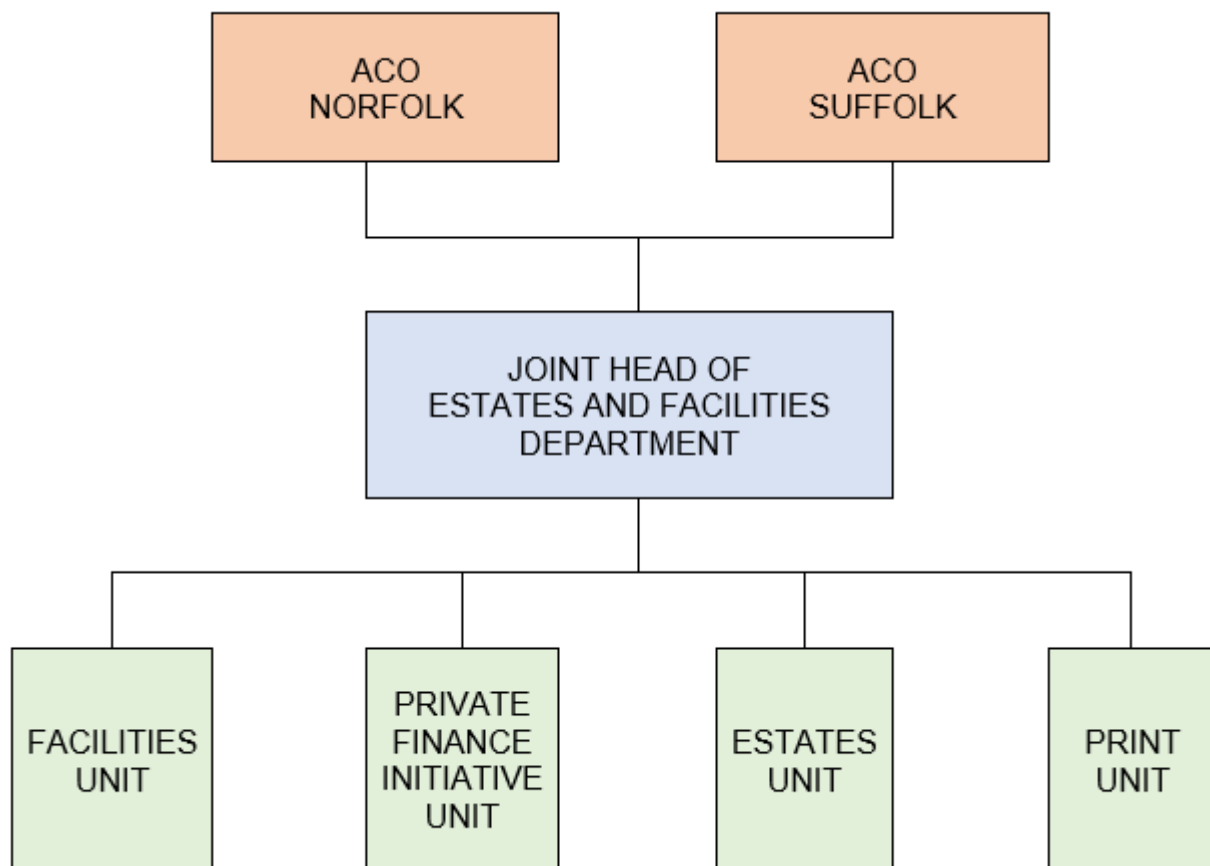
9. The HJE&FD will report to the nominated PLs who will be accountable for the strategic and operational decisions for the business area on behalf of both Forces.
10. Line management of the post has been delegated to the nominated PLs. However, the post holder will be jointly accountable for service delivery of the Estates and Facilities function of both constabularies to the ACO of each Force.
11. The PLs will undertake the roles set out in paragraphs 9 and 10 in accordance with the parameters set by the Joint Chief Officer Team (JCOT) and in conjunction with his/her counterpart in the other Force.
12. The nominated PLs will be responsible for the management of the HJE&FD. This includes performance, contractual compliance and welfare.
13. In accordance with the terms of the Contract of Employment, the “employing” Chief Constable will remain responsible for the discipline, welfare, health and safety and employment terms of the HJE&FD but agrees to require that the HJE&FD will work to instruction of the nominated PLs.

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APPENDIX E:

STRUCTURE CHART: JOINT ESTATES & FACILITIES DEPARTMENT



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