

NOT PROTECTIVELY MARKED



COLLABORATION AGREEMENT FOR THE PROVISION OF A PROCUREMENT SERVICE

between

POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE

POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

CHIEF CONSTABLE FOR HUMBERSIDE

CHIEF CONSTABLE FOR NORTH YORKSHIRE

CHIEF CONSTABLE FOR SOUTH YORKSHIRE

CHIEF CONSTABLE FOR WEST YORKSHIRE

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CLAUSE

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SCHEDULE 1 THE PARTIES

SCHEDULE 2 THE FUNCTION

SCHEDULE 3 SERVICE LEVEL AGREEMENT

THIS AGREEMENT is dated 31st of March 2014

PARTIES

- (1) The parties to this Agreement are as set out in Schedule 1 and are collectively referred to in this Agreement as the Parties or singularly in accordance with their abbreviations as set out in Schedule 1.

1. BACKGROUND

- 1.1 The Parties wish to enter into a Functional Collaboration Agreement pursuant to Section 22A of the Police Act 1996 for the provision of a Regional Procurement Function as particularly described at Schedule 2 ("the Function") with South Yorkshire Police acting as the Lead Force.
- 1.2 This Agreement is made pursuant to the Agreement for the Provision of Policing Services in Yorkshire and the Humber entered into between the parties on 31st of March 2014 ("Framework Agreement") whose definitions and terms are adopted and confirmed for the purposes of this Agreement as if the same were repeated and incorporated herein save where this Agreement refers to any deviation from the Framework Agreement.
- 1.3 This Agreement constitutes a Functional Collaboration Agreement as contemplated by the Framework Agreement and the Parties share the opinion and belief that this Agreement is in the interests of the efficiency and effectiveness of their respective Forces.
- 1.4 This Agreement contemplates the provision by the Parties of support of a type referred to in Section 23A (2) of the Police Act 1996.
- 1.5 Where there is any inconsistency or conflict between the Framework Agreement and this Agreement, the provisions of this Agreement shall be preferred and shall prevail.
- ## **2. PURPOSE AND GOVERNANCE**
- 2.1 The Parties have agreed to the coordination of the Function on a joint regional basis following the conclusion reached by the Parties that the Function can be most effectively and efficiently achieved by the use of a Lead Force model whereby the management and the provision of the Function is undertaken by SYPCC and PCCSY as the Lead Force subject to clause 2.2 below and the Governance Arrangements as set out in the Framework Agreement.

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2.2 The Function will be delivered by the Lead Force via the Regional Director of Procurement ("Director") under the direction and control of the Lead Force Chief Constable who shall then report to and be held accountable by the RCB.

2.3 Any matters relating to this Agreement or its performance which require clarification or resolution can in the first instance be referred to the relevant Head of Section and if the matter can not be resolved at that level it should then be escalated to the Director, who if unable to resolve the matter shall raise the matter with the Lead Force Chief Constable for further discussion and resolution at the RCB.

3. THE FUNCTION

3.1 The Function shall be delivered in accordance with the terms of this Agreement and specifically the Service Standard and Specification ("SSAS") which appears at Schedule 3 hereof and where appropriate the Framework Agreement.

3.2 The Parties acknowledge that in the process of developing the Function it may be necessary for the Lead Force to modify, adapt or vary certain proposed structures, methodologies and services as contemplated pursuant to Schedule 3 hereof (provided that no such modification adaptation or variations shall without the prior consent of the RCB diminish the level of service provided to the Parties) and the where such changes are required or necessary the Lead Force shall notify the other Parties in an appropriate and timely manner.

3.3 For the avoidance of doubt the Lead Force shall only provide to the other Parties those matters forming part of the Function as set out in Schedule 2 hereof in accordance with the SSAS set out in Schedule 3 together with any other services that are reasonably incidental thereto, provided always that the Lead Force retains the right to charge accordingly for any such incidental services requested by the Parties and provided by the Lead Force.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on 1st April 2014 and shall determine in accordance with clause 9 of the Framework Agreement.

5. VARIATION

5.1 Subject to clauses 3.2 and 3.3 this Agreement, including the Schedules, may only be varied with prior written consent of the RCB.

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6. REVIEW

- 6.1 For the further avoidance of doubt this Agreement shall be modified (or terminated) to give effect to any recommendation made pursuant to a review conducted in accordance with clause 8 of the Framework Agreement and duly approved by the RCB.

7. SERVICE LEVEL AGREEMENT

- 7.1 During the term as set out at clause 4.1 above and subject to clause 5, the Lead Force hereby agrees and undertakes that it will perform the Function in accordance with the SSAS.

8. COSTS

- 8.1 The Agreed Cost Proportions in respect of the Function shall be equal to the proportions that the Net Revenue Expenditure Policing Bodies bear to one another from time to time.
- 8.2 The cost of items or services purchased through the Function shall be borne by the Party on whose behalf procurement is effected or where the procurement is effected on behalf of more than one Party and in such proportions as the Parties may agree in respect of the item or service so acquired.

9. BUDGETS AND COSTINGS

- 9.1 A draft budget for the Function ("Procurement Budget Paper") in respect of the Function will be submitted to and approved by the RCB in accordance with the Framework Agreement.
- 9.2 When approved by the RCB the annual Procurement Budget Paper will be signed by the Parties and annexed by way of memorandum to this Agreement.

10. PROPERTY ACCESS AND LICENCES

- 10.1 The Parties acknowledge that in order to provide the Function the Lead Force may need access to premises and/or buildings not within the ownership of the Lead Force and the Parties accordingly hereby undertake to grant such access as may be necessary for the performance of the Function and confirm that they will grant to the Lead Force any Licences necessary to permit such access and obtain any necessary consents required to permit such access.

11. OBLIGATIONS OF THE PARTIES

- 11.1 The Parties will be responsible for notifying the Director of those provisions within the Forces' respective Schemes of Governance (also known as Corporate Governance Frameworks) which determine those with authority to instruct the Director and to enter into contract. The Parties will inform the Director of any relevant alterations in their Schemes of Governance which may be made from time to time.

Signed for and on behalf of Chief
Constable for Humberside

Signature:

Name:

Position:

Date:

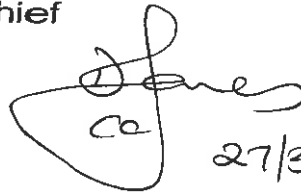
Signed for and on behalf of Chief
Constable of North Yorkshire

Signature:

Name:

Position:

Date:


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Signed for and on behalf of Chief
Constable of South Yorkshire

Signature:

Name:

Position:

Date:

Signed for and on behalf of Chief
Constable of West Yorkshire

Signature:

Name:

Position:

Date:

Signed for and on behalf of the Police
and Crime Commissioner for
Humberside


Signature:

Name:

Position:

Date:

Signed for and on behalf of the Police
and Crime Commissioner for North
Yorkshire

Signature: 

Name: JULIA MULVAN

Position: POLICE + CRIME COMMISSIONER FOR NORTH YORKSHIRE

Date:

Signed for and on behalf of the Police
and Crime Commissioner for South
Yorkshire

Signature:

Name:

Position:

Date:

Signed for and on behalf of the Police
and Crime Commissioner for West
Yorkshire

Signature:

Name:

Position:

Date:

SCHEDULE 1 - THE PARTIES

1. The Chief Constable of Humberside Police of Police Headquarters, Priory Road, Hull, HU5 5SF ("CCHP").
2. The Chief Constable of North Yorkshire Police of Newby Wiske Hall, Northallerton, North Yorkshire, DL7 9HA ("CCNYP").
3. The Chief Constable of South Yorkshire Police of Police Headquarters, Snig Hill, Sheffield, South Yorkshire, S3 8LY ("CCSY").
4. The Chief Constable of West Yorkshire Police of Police Headquarters, Laburnum Road, Wakefield, West Yorkshire, WF1 3QP ("CCWYP").
5. Police and Crime Commissioner for Humberside of Pacific Exchange, 50 High Street, Hull HU1 1PS ("PCCH").
6. Police and Crime Commissioner for North Yorkshire of 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST ("PCCNY").
7. Police and Crime Commissioner for South Yorkshire of PO Box 18, Regent Street, Barnsley, South Yorkshire, S70 2PQ ("PCCSY").
8. Police and Crime Commissioner for West Yorkshire of Ploughlands House, 62 George Street, Wakefield, West Yorkshire, WF1 1DL.

SCHEDULE 2 - THE FUNCTION

In this Agreement the term “Function” shall relate to the provision of the following procurement functions by the Lead Force for the benefit of the Parties in accordance with the relevant SSAS:

1. Procurement and Category Management

The function will provide procurement services to the Parties under a Category Management business model to enable the Parties to benefit from procurement collaboration for categories of work, goods and services. The key categories are;

- Estates and Facilities Management
- Transport
- IT/ISD
- Crime and Forensics
- Operations
- Corporate Services

2. Contract Management and Performance

The Function will provide contract management of region wide multiple force contracts and provide strategic and commercial support to other business areas that are responsible for managing business critical contracts and achieving sustainable procurement.

The Function will also be responsible for monitoring and reporting performance and benefits tracking to the Parties. Key Performance Indicators and other metrics will be approved from time to time by the RCB.

The Function will also seek to deliver efficiencies through the use of E-Business tools and will manage the roll out of the National Police Procurement Hub (NPPH) across the region and support training for users on an ongoing basis.

The Function will also have a responsibility for developing and maintaining the regional information on the National Contracts Data Base and other national procurement tools as well as providing category specialists with analytical support. The Function will also develop regional policies and procedures to support the procurement process.

3. Logistics

The Function will operate a Stores and Distribution facility for uniform and equipment on behalf of Humberside Police, South Yorkshire Police and West Yorkshire Police.

SUPPORTING DOCUMENTATION

The Function will be delivered in accordance with the following documented policies in force from time to time and published across the region.

- Regional Contract Standing Orders;
- Regional Procurement Strategy and Policy;
- The Regional Procurement Business Plan;
- The Regional Sustainable Procurement Strategy

SCHEDULE 3 SERVICE STANDARD AND SPECIFICATION

| SERVICE | TIMESCALE | MEASURE/S |
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| <p>1. CONFIDENTIALITY AND INTEGRITY</p> <p>1.1. We will ensure the Regional Procurement Team maintain the highest standards of confidentiality at the request of the Yath Region, an individual force, or an individual customer.</p> <p>1.2. Our supplier's commercial information will not be divulged to other organisations unless expressly agreed by them or if required by Law.</p> <p>1.3. We will maintain the highest standards of integrity in line with the Business Code of Conduct for procurers of goods and services (Part 1 Regional Procurement Policy) and other relevant integrity standards.</p> | <p>Case by case basis.</p> <p>Case by case basis.</p> <p>Case by case basis.</p> | <p>No. breaches of confidentiality as a proportion of confidential work undertaken.</p> <p>No. breaches of confidentiality</p> <p>No. challenges of integrity</p> |
| <p>2. PLANNING</p> <p>2.1. In consultation with customers we will agree and publish Category Strategies that identify collaboration opportunities.</p> | <p>Agreed with customer on a Category Strategies agreed and</p> | <p>Category Strategies agreed and</p> |

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| <p>incorporate pipeline procurements and align contract renewals in order to prioritise and maximise contract savings.</p> <p>2.2. In consultation with customers we will identify opportunities to deliver savings from value engineering, renegotiation and demand management from individual force and regional contracts.</p> <p>2.3. We will align Category and Contract Strategies to manage workload allocation and create staff development opportunities.</p> | <p>case by case basis.</p> <p>Agreed with customer on a case by case basis.</p> <p>Agreed by SMT in consultation with customer and aligned to PCC and force priorities</p> | <p>implemented to agreed timescales. Contract savings forecast. Contract savings delivered.</p> <p>Contract savings identified and delivered to agreed timescales. Customer satisfaction.</p> <p>Projects delivered within agreed timescales.</p> <p>Staff development opportunities created and delivered through PDR process.</p> | | |
| <p>3. TIMELINESS OF SERVICES</p> <p>3.1. We will agree timescales for procurement exercises with customers on a case by case basis at the start of the process.</p> <p>3.2. We will agree a reasonable response time with customers seeking help, advice or guidance on a case by case basis.</p> | | | <p>Agreed with customer on a case by case basis.</p> <p>Agreed with customer on a case by case basis.</p> | <p>Customer satisfaction with timeliness of services provided.</p> <p>Customer satisfaction with timeliness of advice provided</p> |

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| <p>4. PROCESSES</p> | <p>4.1. We will ensure procurement processes are robust and transparent, are in line with Regional Contract Standing Orders, Procurement Policy, individual force Financial Regulations and the Law, and have adequate controls in place to minimise risk.</p> | <p>Not applicable</p> | <p>Satisfactory Internal Audit reports. Proportion of successful responses to no. of challenges received.</p> |
| <p>4.2. We will ensure procurement processes include due diligence relevant to the market and the goods, services or works being procured. E.g. financial standing, business continuity, social, ethical, economic and environmental considerations.</p> | <p>Not applicable</p> | <p>Proportion of procurements with relevant due diligence incorporated. Increased use of sustainable solutions.</p> | <p>Proportion of procurements incorporating WLC. Compliance with force Schemes of Delegation.</p> |
| <p>4.3. We will ensure evaluation models incorporate whole life costing (WLC) where appropriate.</p> | <p>Not applicable</p> | <p>Not applicable</p> | <p>Not applicable</p> |
| <p>4.4. We will ensure individual force and regional authorisation processes are complied with.</p> | <p>Not applicable</p> | <p>Not applicable</p> | <p>Not applicable</p> |
| <p>5. PERFORMANCE MEASUREMENT AND VFM</p> | <p>5.1. We will measure our performance against Key Performance Indicators and report on our performance to Yath PCC's and Forces. Measures to include cost of the function/VFM, compliance, collaboration, contract savings, commissioner and user satisfaction.</p> | <p>Contract Savings Quarterly Other KPI's annually</p> | <p>KPI's measured and reported in a timely manner.</p> |

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| <p>5.2. We will participate in relevant benchmarking exercises to demonstrate the function provides VFM, e.g. CIPFA VFM, NAO Survey.</p> <p>5.3. We will identify opportunities to improve performance and act on them.</p> <p>5.4. We will measure benefits realised from the Regional Procurement Project and report them to the Regional Collaboration Board.</p> | <p>Annually</p> <p>Annually</p> <p>Annually</p> | <p>VFM benchmarked, measured and reported.</p> <p>Opportunities identified, improvements implemented.</p> <p>Benefits realisation measured and reported.</p> |
| <p>6. CAPABILITY/PEOPLE</p> <p>6.1. We will carry out training needs analysis and identify development opportunities with each team member and review their performance against objectives.</p> <p>6.2. We will ensure staff have access to training and advisory services to enable an up to date knowledge of EU, other relevant Law and procurement best practice, in order to deliver a compliant procurement service.</p> <p>6.3. We will continue to support staff in the attainment of MCIPS or other relevant professional qualifications.</p> | <p>Annually</p> <p>Ongoing through training needs analysis and legislative changes. Reported annually.</p> <p>Ongoing through the Career Progression Scheme. Reported annually.</p> | <p>Staff satisfaction. Training courses attended. Satisfactory PDR's</p> <p>Proportion of successful responses to no. of challenges relating to compliance received.</p> <p>Increase in no. of staff attaining MCIPS or similar in comparison with previous year.</p> |
| <p>7. CUSTOMERS</p> | | |

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| <p>7.1. We will provide our customers with a Single Point of Contact (SPOC).</p> <p>7.2. We will provide customers with technical advice and guidance on all matters relating to procurement in a timely manner.</p> <p>7.3. We will provide customers with Procurement Awareness Training, Contract Management Training and other relevant training, e.g. Output Specifications.</p> <p>7.4. We will proactively initiate collaborative opportunities, locally, regionally and nationally, including specification standardisation and provide our customers with advice and guidance on specifications and requirements development in a timely manner.</p> | <p>In place and customer informed if contacts change.</p> <p>Timescales agreed with customer on a case by case basis.</p> <p>In line with Regional Procurement Business Plan</p> <p>Timescales agreed with customers on a case by case basis.</p> <p>Collaboration measured and reported annually.</p> | <p>SPOCs identified and published.</p> <p>Customer Satisfaction</p> <p>Training delivered, no. of people trained. Satisfaction with training delivered.</p> <p>Customer Satisfaction</p> <p>Increased no. of collaborations, proportion of collaborative contracts/spend against total</p> |
| <p>8. CONTRACT MANAGEMENT</p> <p>8.1. We will provide our contractors with a Single Point of Contact (SPOC).</p> <p>8.2. We will manage and rationalise force/region wide contracts, monitor and manage contractor performance.</p> <p>8.3. We will develop, implement and monitor a performance management procedure for customers using force/region</p> | | |
| <p>SPOCs identified and allocated.</p> <p>Customer Satisfaction.</p> <p>Contractor Performance</p> <p>No. of contract rationalisations</p> | | |

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| <p>wide contracts.</p> <p>8.4. We will provide commercial and strategic support to customers who manage contracts.</p> | <p>Agreed with customer on a case by case basis.</p> | <p>Performance Management procedure developed, incorporated into management. implemented and contract Customer Satisfaction. Contractor Performance improvement.</p> |
| <p>9. SUPPLIERS</p> <p>9.1. We will agree Relationship Development Plans (RDP's) with key suppliers to ensure optimum VFM and reduced risk.</p> | <p>Agreed with customer and contractor on a case by case basis.</p> | <p>Proportion of contracts with RDP's in place. Successful delivery of agreed RDP objectives.</p> |
| <p>10. SUSTAINABLE PROCUREMENT</p> <p>10.1. We will develop a Regional Sustainable Procurement Strategy and Plan including;</p> <ul style="list-style-type: none"> o How we will ensure social, economic and environmental sustainability is embedded in procurement processes and how we will monitor progress; o How we will meet the individual and collective PCC outcomes and localism agendas; o Consideration at the outset of the procurement process of the appropriateness of collaboration locally, regionally or nationally dependent on the requirements; o A Supplier Engagement Programme to engage with | <p>In line with Regional Procurement Business Plan.</p> | <p>Sustainable Procurement Plan in place and implemented.</p> |

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| <p>local businesses, small businesses, SME's and diverse suppliers, support them with the tender process and remove barriers and perceived barriers through simplification of processes.</p> <p>10.2. We will develop Sustainable Procurement KPI's to identify opportunities for improvement, implement and measure.</p> <p>10.3 We will develop an Impact Assessment model to determine the impact of Regional Procurement on social, economic and environmental sustainability and incorporate in specifications and evaluation criteria.</p> | <p>Measured annually and reported</p> <p>Agreed with customer on a case by case basis.</p> | <p>KPI's and monitoring and reporting in place.</p> <p>Improvements implemented, measured and reported.</p> <p>Impact Assessment model developed, implemented and measured.</p> |
| <p>11. TECHNOLOGY/ e SOLUTIONS</p> <p>11.1. We will manage the roll out of the NPPH in the region and provide ongoing support and maintenance.</p> <p>11.2. We will identify opportunities for efficiency savings through the use of technological solutions.</p> <p>11.3. In consultation with key customers and stakeholders we will develop a suite of customer Management Information (MI) for reporting purposes.</p> | <p>Agreed with forces in line with IT and Finance Strategies.</p> <p>Agreed with stakeholders on a case by case basis.</p> <p>MI reporting quarterly.</p> | <p>NPPH live in all forces, support and maintenance in place.</p> <p>No. of opportunities identified and efficiency savings delivered.</p> <p>MI provided and reported.</p> |

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| <p>12. RISK MANAGEMENT</p> <p>12.1. We will maintain a risk register to manage procurement and contract management financial, legal and reputational risks for the region.</p> <p>12.2. We will work with individual forces to manage procurement risks.</p> | <p>Agreed with customer on a case by case basis.</p> <p>Agreed with customer on a case by case basis.</p> | <p>Risk register in place, maintained and managed</p> <p>Individual force risks identified and managed.</p> |
| <p>13. REVIEW</p> <p>13.1. We will regularly review the Regional Procurement structure and core business model to ensure optimum performance and continuous improvement in line with best practice.</p> <p>13.2. We will prepare a Business Plan setting out clear objectives for delivery linked to Yath Police and Crime Plan priorities and outcomes and measure performance against the Business Plan.</p> | <p>Annually</p> <p>Three year plan, annual review. Quarterly update and reporting.</p> | <p>Annual review conducted and improvements and/or efficiencies implemented.</p> <p>Business Plan implemented and performance monitored and reported.</p> |
| <p>14. GOVERNANCE AND SCRUTINY</p> <p>14.1. We will provide the Directors of Finance and PCC Chief Finance Officers with regular updates on our performance</p> | <p>Quarterly</p> | <p>Satisfaction of Directors of Finance and PCC Chief Finance Officers</p> |

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| <p>against these standards.</p> <p>14.2. We will participate in internal and external audits and other scrutiny as required by the region and where relevant respond to proposed improvements.</p> <p>14.3. We will provide End of Year Reports to the Yath PCC's and Command Teams linked to Police and Crime Plans priorities and outcomes.</p> | <p>As required.</p> <p>Annually.</p> | <p>No, of audits participated in. Proportion of audits with improvements implemented.</p> <p>EOY Reports produced and submitted to PCC's and Forces</p> |
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