



# SUFFOLK CONSTABULARY

NOT PROTECTIVELY MARKED  
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Police Headquarters, Martlesham Heath, Ipswich IP5 3QS  
Telephone: 101 or 999 in an emergency Fax: 01473 613737 (24 hrs)  
Calls may be monitored for quality control, security and training purposes.

Mr Ash Tadjrishi  
Town Clerk  
Felixstowe Town Council  
Town Hall  
Felixstowe  
Suffolk  
IP11 2AG

9 November 2018

Dear Ash

Following your request I can confirm that whilst Suffolk Constabulary will not be able to temporarily replace this PCSO for shorter term absences, we will work with you to minimise the cumulative impact that a number of shorter abstractions may cause. We do have a shared interest with you regarding effective Police/PCSO presence and visibility, and in cases over 28 consecutive days we (through the local Policing Commander) would be proactively working with you to establish what, if any, mutually agreeable temporary arrangements can be made.

Yours sincerely

David Skevington  
Head of Corporate Improvement and Innovation Team

*Making Suffolk a safer place to live, work, travel and invest*

[www.suffolk.police.uk](http://www.suffolk.police.uk)



**SERVICE LEVEL AGREEMENT**

**FOR THE PROVISION OF**

**POLICE COMMUNITY SUPPORT OFFICERS**

**BETWEEN**

**THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY**

**AND**

**FELIXSTOWE TOWN COUNCIL**

DATED: **[INSERT DATE]**

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## SERVICE LEVEL AGREEMENT

### **1 INTRODUCTION**

- 1.1 This Service Level Agreement ('the Agreement') sets out the principal terms governing the provision to Sponsor(s) of the services of a funded Police Community Support Officer (PCSO).
- 1.2 The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties, written or oral.

### **2 PARTIES AGREEMENT**

- 2.1 The Agreement is made on the ..... day of .....20 .....

#### **BETWEEN:-**

**(a) The Chief Constable of Suffolk Constabulary**

Police Headquarters  
Portal Avenue  
Martlesham  
Ipswich  
Suffolk  
IP5 3QS

Hereinafter referred to as 'The Chief Constable'

And

**(b) Felixstowe Town Council**

Town Hall  
Felixstowe  
Suffolk  
IP11 2AG

Hereinafter referred to as the 'Sponsor(s)'.

### **2 RECITALS**

Whereas;

- (a) the Chief Constable (which expression herein shall always include his/her delegated authority) is responsible for the policing of Suffolk by Suffolk Constabulary, and employs PCSOs for that purpose.
- (b) a PCSO is a uniformed but non warranted police staff employee who is designated with powers by the Chief Constable as stated in Section 38 of the Police Reform Act 2002 (as amended).
- (c) the Chief Constable shall at all times reserve the right to exercise operational direction and maintain operational control over the deployment of a PCSO.
- (d) subject to that right the Chief Constable has agreed to make available to the Sponsor(s) the provision of **fully funded** PCSO services. Such services are subject

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to the terms of the Agreement and may include provision of those PCSOs within their probationary period.

- (e) whilst ensuring that he/she shall deploy funded PCSO services in a way that is consistent with the priority demands of his/her policing area, the Chief Constable shall, where possible, deploy the PCSO in the area as identified within the Agreement.
- (f) any abstraction or redeployment of a PCSO by the Chief Constable outside that area will be proportionate, and only due to unforeseen operational demands based on local strategic assessment, and shall be in a manner that is suitable to the conditions of the policing area.

### **3 COMMENCEMENT AND TERM**

- 3.1 In consideration for the payments set out in clause 11 below, the Chief Constable has agreed to make available **one (1) fully funded** PCSO to the SNT that polices the **Felixstowe** area for the duration of the Agreement.
- 3.2 The Agreement is effective from the commencement date of **date / month / year** and will continue until **date / month / year** unless and until terminated by either party pursuant to the provisions set out in clause 15.

### **4 SERVICE DELIVERY**

#### **4.1 Core PCSO Role**

- 4.1.1 All core functions required of the PCSO shall comply with the terms and conditions outlined in the National Policing Police Community Support Officer Operational Handbook (June 2015) ('the Handbook').
- 4.1.2 The fundamental role of the PCSO is to contribute to the policing of neighbourhoods through visible patrol with the purpose of reassuring the public, increasing orderliness in public places, being accessible to communities and working at a local level with partner agencies. The role includes:
  - undertaking public-facing duties in uniform
  - being visible in the communities on foot or cycle patrol (vehicle if rural community)
  - dealing with antisocial behaviour (ASB), low-level crime and incidents, local problems/priorities and quality of life issues
  - supporting and improving services to victims and vulnerable people
  - conducting community engagement and problem solving activity

#### **4.2 Additional PCSO priorities**

- 4.2.1 The Sponsor(s), subject to the Chief Constable's right to maintain ultimate operational discretion (refer Recital (c)), may assign a PCSO with additional priorities provided that these are compatible with the Handbook.
- 4.2.2 All additional priorities must conform with the designated powers legally available to a PCSO as stated in Section 38 Police Reform Act 2002 (as amended).
- 4.2.3 The additional priorities of the PCSO role and responsibilities include:

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- Parking enforcement and ASB reduction (including begging).

### **5 DESIGNATED POWERS**

- 5.1 The Chief Constable agrees to make available to the Sponsor(s) a PCSO designated with the full range of standard powers as set out in Section 38 of the Police Reform Act 2002 (as amended). It shall be the Sponsor(s)' responsibility to deploy a PCSO accordingly.

### **6 EMPLOYMENT**

- 6.1 The Chief Constable shall be responsible for the recruitment, induction, training, daily operational tasking and all associated management arrangements of the PCSOs employment by him/her.
- 6.2 PCSOs must comply with the terms and conditions set out in their employment contract.
- 6.3 The Chief Constable retains the right to terminate the employment of any PCSO who is subject to misconduct proceedings or performance monitoring within the process outlined in Constabulary policy.

### **7 HOURS OF EMPLOYMENT**

- 7.1 The core hours of work for a PCSO will be a standard shift pattern between the hours of **08:00 and 18:00 Monday to Sunday**.
- 7.2 Whilst the PCSO shall be subject to core hours of work (refer clause 7.1) the Sponsor(s) may request a change in shift pattern either on a temporary or permanent basis to accommodate the PCSO working outside the core hours (e.g. bank holiday working).
- 7.3 The Chief Constable shall use his/her reasonable endeavours to accommodate such requests. However these cannot be guaranteed as they are subject to PCSO availability.
- 7.4 The Sponsor(s) shall be responsible for payment of costs for any additional hours worked or hours accrued outside the PCSO standard shift pattern.

### **8 UNIFORM AND EQUIPMENT**

- 8.1 The Chief Constable shall provide the nationally agreed standard PCSO uniform and appropriate Personal Protective Equipment (PPE) for the dedicated use of the PCSOs supplied under the Agreement.
- 8.2 The Chief Constable shall provide all communications and other equipment appropriate to the role for the dedicated use of the PCSOs supplied under the Agreement.
- 8.3 Any uniform and or equipment supplied for the dedicated use of the PCSO shall be included within the cost to the Sponsor(s) but shall remain the property of Suffolk Constabulary.

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### **9 TRAINING AND DEVELOPMENT**

- 9.1 Any PCSO newly appointed to the Constabulary will be subject to an initial probationary period of **six months**, during which time they will be required to meet the required levels of performance as outlined in the terms and conditions of their employment contract. If they fail to meet the required standard, this probationary period may be extended as the Chief Constable deems appropriate.
- 9.2 A PCSO will receive an initial learning/training programme followed by **four weeks** of mentoring. Performance monitoring will take place throughout the period of training to ensure that the PCSO is meeting the required standard.
- 9.3 The PCSO shall only be deployed to the role, as set out in the Agreement, once the Chief Constable is satisfied that he/she is suitable, competent and adequately trained to carry out the core role and any additional priorities of the Sponsor(s).

### **10 TRANSPORT**

- 10.1 National policy states that the fundamental role of the PCSO is to remain highly visible to the public and accessible within their communities, patrolling the area of deployment as stated in the Agreement, on foot or by bicycle. If however the area of deployment requested by the Sponsor(s) is such that use of a police vehicle is required by the PCSO, the Chief Constable agrees to consider at his discretion the provision of a suitable vehicle for the PCSO's use.
- 10.2 If a police vehicle is provided as aforesaid, the Sponsor(s) shall agree to pay the additional cost of **£3,300 per annum**.
- Felixstowe Town Council do not require a suitable police vehicle for the PCSO's use.

### **11 FUNDING AND PAYMENT SCHEDULE**

- 11.1 The Sponsor(s) agrees to pay the Chief Constable the basic cost of **£34,000 per annum** (clause 7.1) ("the basic cost") for the provision of each PCSO plus any additional sums payable for hours worked outside core hours as set out in clause 11.4 below. That sum shall be payable in advance by BACS to the Constabulary in **six monthly intervals** (clause 11.5), and includes:
- (a) provision for basic salary
  - (b) uniform and equipment costs
  - (c) contribution towards the cost of training
  - (d) weekend and location payments
  - (e) standard pay increases, employers' National Insurance Contributions and Local Government Pension Scheme Contributions
- 11.2 The basic cost may be subject to change based on actual variations in the stated costs such as pay increases and additional employer pension contributions. In the event that this is applicable the Chief Constable will notify the Sponsor(s) as soon as this is known and the Sponsor(s) shall be liable for the additional costs arising from these regulated increases for the duration of the Agreement.
- 11.3 In addition to the total cost of a PCSO, as set out above, if a police vehicle is required, the Sponsor(s) agree(s) to pay the additional cost for the provision of a

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police vehicle of **£3,300 per annum** which shall be invoiced at the **commencement date** of the Agreement and again on the **anniversary date** of the Agreement.

- Felixstowe Town Council do not require a suitable police vehicle for the PCSO;s use.

11.4 In addition to the basic cost of each PCSO, the Sponsor(s) shall pay for the provision of any additional hours of work required outside the PCSO core hours (refer clause 7.1, 7.2). The hourly rates are:

- (a) **Plain Time.** Additional hours after 1800 (end of core hours) and up to 1900 hours Monday to Friday - **£17.62** per hour.
- (b) **Time & Half.** Additional hours between the hours of 1900 and 0700 hours Monday to Friday and weekend working - **£26.43** per hour.
- (c) **Double Time.** Bank holiday working - **£35.24** per hour.

11.5 Payment is to be made by BACs and in accordance with the Chief Constable's terms of payment within 30 days. Details are provided on the invoice.

### **12 ABSENCE / ABSTRACTION PRO RATA REBATE**

12.1 The Sponsor(s) will be entitled to a pro rata rebate in the following circumstances:

- (a) in the event of prolonged absence of the deployed PCSO due to employee sickness. The pro rata rebate shall be applicable only for periods of sickness which exceed **28 consecutive working days**.
- (b) where the PCSO has been abstracted from the deployed area at the instigation of the Chief Constable due to operational priorities, in circumstances where it has not been possible to replace him/her.
- (c) in the event of maternity/paternity/adoption leave entitlement in line with Constabulary policy.
- (d) in the event of termination of employment of the PCSO due to disciplinary measures, and/or performance/attendance issues.

12.2 Rebates will not be paid to cover a PCSO's annual leave entitlement.

### **13 DISCLAIMER**

13.1 Suffolk Constabulary shall not be held responsible for any acts or omissions outside of the core role of the PCSO (refer clause 4.1) and any additionally agreed priorities (refer clause 4.2) to the core role which are attributable to, or required by, the Sponsor(s) for the duration of the Agreement.

### **14 MONITORING AND EVALUATION**

14.1 The Chief Constable and the Sponsor(s) shall:

- (a) hold **quarterly** local review meetings with the Locality Inspector commencing no earlier than 3 months after the commencement date of the Agreement, and thereafter at quarterly intervals for the duration of the Agreement.

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- (b) hold contractual review meetings at **six monthly** intervals for the duration of the Agreement.
- (c) at **six months'** prior to the expiry date of the Agreement at the contractual review meeting the Sponsor(s) will be expected to give a firm indication as to whether it wishes to renew the Agreement.

14.2 During the Agreement, the Locality Inspector responsible for the SNT in which the PCSO shall be based will provide management information on the performance of the PCSO.

### 14.3 **Sponsor Monitoring and Evaluation requirements**

- Priority locations and actions to be decided and agreed at the SNT/ASB meetings, separate from the general agreed SNT local priorities.
- Separate monthly reports, in a format similar to the SNT Newsletters, to be produced summarising actions, activities and the number of tickets issued to be submitted to the Town Hall for reporting at public Town Council meetings. It is understood that the PCSO may not be able to routinely attend in person as the meetings may be outside of their contracted working hours.
- PCSO to be available to members of the public and councillors by working from the Town Hall at least one half-day per month, using this time efficiently to catch up on administrative tasks.
- Abstractions from the PCSOs primary role to be collated and reported monthly to the Town Hall by their line manager.

## 15 **TERMINATION**

15.1 The Sponsor(s) must give the Chief Constable **six months'** prior written notice to terminate the Agreement.

15.2 In the event of termination by the Sponsor(s) then:

- (a) the Sponsor(s) shall continue to be liable for the basic cost and the additional costs of the PCSO(s) supplied under the Agreement during the notice period (refer clause 11)
- (b) the Chief Constable shall use all reasonable endeavours to re-deploy the PCSO(s) during the notice period but in the event that this is not possible, the Sponsor(s) shall be responsible for the costs of dismissal/termination of his/her employment including:
  - (i) any reasonable costs of re-training; and/or
  - (ii) any statutory redundancy payments that relate to the period of employment under the Agreement; and/or
  - (iii) any pension strain costs that relate to the period of employment under the Agreement;
  - (iv) any other reasonable and identified costs associated with the early termination of the Agreement by the Sponsor(s).

15.3 Subject to the Chief Constable's right to terminate the Agreement immediately in the event of:

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- (a) a fundamental breach of the Agreement (including, by way of an example only, any offence under the Bribery Act 2010, or any legislation having a similar effect)
- (b) a failure by the Sponsor(s) to comply with its obligations pursuant to the Agreement

the Chief Constable must give the Sponsor(s) **six months'** prior written notice to terminate the Agreement.

### **16 INDEMNITY**

- 16.1 The Chief Constable shall indemnify and keep indemnified the Sponsor against all liabilities, costs, expenses, damages and losses incurred by the Sponsor arising out of or in connection with the Chief Constable's breach or negligent performance or non-performance of the Agreement.
- 16.2 The indemnity above shall not apply, or shall be reduced in extent by a fair and reasonable proportion as determined by the Chief Constable acting reasonably, where the liabilities, costs, expenses, damages and losses (in whole or in part) incurred by the Sponsor have been caused or contributed to by, or arise from, any breach, negligent performance or non-performance by the Sponsor of its obligations pursuant to the Agreement.
- 16.3 The Chief Constable's aggregate liability to the Sponsor(s) for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement (including the indemnity given above) shall be limited to a maximum public liability of £10 million.

### **17 Variation of the Role**

- 17.1 The Chief Constable shall have the right to vary the core role and additional priorities to be undertaken by PCSOs supplied under the Agreement. Such a change is hereinafter called 'a Variation'. The Sponsor(s) shall carry out such Variations and be bound by them as though the said Variations were stated in the Agreement.
- 17.2 In the event that the Sponsor(s) is unable to accept the Variation reasonably directed by the Chief Constable in accordance with clause 17.1 above, the Chief Constable may terminate the Agreement and recover from the Sponsor(s) the amount of any loss suffered by the Chief Constable resulting from the termination.

### **18 Force Majeure**

- 18.1 The Chief Constable reserves the right to defer performance of his/her obligations under the Agreement and/or to terminate the Agreement if he/she is delayed or prevented in the implementation of the Agreement through any circumstances beyond his/her reasonable control.
- 18.2 Without prejudice to the generality of clause 18.1 above the following shall be included as causes beyond the Chief Constable's reasonable control:
  - (a) governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

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- (b) act of God, fire, explosion, flood, epidemic or accident;
- (c) import or export regulations or embargoes; or
- (d) operational demands requiring deployment of the PCSO elsewhere, outside the terms of the Agreement.

### **19 The Contracts (Rights of Third Parties) Act 1999 (“1999 Act”)**

- 19.1 No person who is not a party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Chief Constable or the Sponsor(s)) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the 1999 Act.

### **20 Freedom of Information Act 2000 (“2000 Act”)**

- 20.1 The Chief Constable is a public authority to which the 2000 Act applies. The Chief Constable is obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the 2000 Act. In response to a request for information the Chief Constable may be required to confirm or deny he/she holds information to the applicant.
- 20.2 The Chief Constable must respond to requests for information by the **20<sup>th</sup> (twentieth)** working day after the request is received and, whilst the Chief Constable may consult with the Sponsor(s) (but will not necessarily do so) about specific requests, any such consultation may have to be completed within a very short timescale. Accordingly, the Sponsor(s) must consider whether any of the information supplied by the Sponsor(s) (or relating to the Sponsor(s)) in this exercise falls within one or more of the exemptions contained in the 2000 Act. If the Sponsor(s) considers any such exemption to exist, then he/she shall set out in detail, at the earliest opportunity, the particular information to which any exemption is said to apply and the specific grounds for contending that the exemption exists.
- 20.3 The Sponsor(s) shall provide the Chief Constable with all reasonable assistance and co-operation to enable he/she to comply with any requests for information received under the 2000 Act within the prescribed time limits.

### **21 General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA)**

- 21.1 The Chief Constable collects and uses personal, special category data (sensitive personal information) and criminal offence data so that the Constabulary can carry out its legal and legitimate functions as defined by legislation, common law regulation, policy and best practice.
- 21.2 Information is handled in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018, which sets out the principles of good information handling practice and governs the fair and lawful processing, maintenance and security of data.

### **22 Notices**

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- 22.1 Notices to be served on either party shall be in writing.
- 22.2 Any notice to either party shall be deemed to be sufficiently served if given or left in writing at his/her usual or last known place of abode or business and proof of postage by recorded delivery, or delivery by hand, of any notice to either party at his/her usual or last known place of abode or business shall be sufficient evidence of its receipt by him/her.

### **23 Governing Law**

- 23.1 The Agreement shall be governed by and interpreted in accordance with English law and the parties submit to the jurisdiction of the courts of England and Wales.

DRAFT

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**SIGNATURES**

I hereby agree to the Terms and Conditions as set out within the Agreement.

**Chief Constable:**

**SIGNED** by.....Date.....

(Authorising Signatory)

**SIGNED** for and on behalf of **THE CHIEF CONSTABLE of SUFFOLK CONSTABULARY**

**Print Name:**

**SIGNED** by.....Date.....

(Authorising Signatory)

**SIGNED** For and behalf of **FELIXSTOWE TOWN COUNCIL**

A copy of the completed and signed Agreement shall be sent to:

**FELIXSTOWE TOWN COUNCIL  
SUFFOLK CONSTABULARY**