

## PFCC Decision Report

Please ensure all sections below are completed

<b>Report reference number:</b> 085/19
<b>Classification:</b> Not protectively marked
<b>Title of report:</b> Southend MARAT - Memorandum of Understanding
<b>Area of county / stakeholders affected:</b> Southend-on-Sea
<b>Report by:</b> Greg Myddelton <b>Date of report:</b> 23 May 2019 <b>Enquiries to:</b> greg.myddelton@essex.pnn.police.uk

### 1. Purpose of the report

- 1.1. To seek approval for the PFCC to sign a Memorandum of Understanding (MoU) with Southend-on-Sea Borough Council and Southend and Castle Point and Rochford Clinical Commissioning Groups (CCGs) for the Southend Multi-Agency Risk Assessment Team (MARAT).

### 2. Recommendations

- 2.1. It is recommended that the PFCC signs the Memorandum of Understanding which covers the partnership arrangements for the Southend MARAT.

### 3. Benefits of the proposal

- 3.1. This memorandum of understanding clarifies and articulates the roles and responsibilities of each partner, ensuring stable and consistent arrangements supporting the activity of the multi-agency team.
- 3.2. Signing this MoU will ensure partnership arrangements and funding commitments are understood and formalised.

### 4. Background and proposal

- 4.1. The decision to support the Southend MARAT financially in 2019-20 was agreed under decision sheet 060/19.

- 4.2. The Southend MARAT is a weekly multi-agency meeting to allow partners to discuss how to help victims of domestic abuse who are at high risk of murder or serious harm. An Independent Domestic Violence Advocate (IDVA), Essex Police, Southend-on-Sea children's social services, health, and other relevant agencies all share information about the victim, the family and perpetrator, to enable them to devise an action plan to reduce risk for each victim.
- 4.3. The Southend MARAT was formed in July 2016 in order that Southend victims could be heard in a timely manner and the correct local representation could be present to inform and formulate an appropriate risk management plan.
- 4.4. The Southend MARAT actively links in with the other two multi-agency risk assessment conference (MARAC) arrangements in Essex and Thurrock to ensure consistency across the whole county, wherever possible.

## **5. Alternative options considered and rejected**

- 5.1. The alternative option is to not sign this MoU. The MoU is intended for partners to ensure a common understanding of their individual duties and responsibilities in relation to the MARAT. Not signing the MoU risks failing to embed a sustained and consistent understanding and commitment to these proven arrangements and may jeopardise victim safety.

## **6. Police and Crime Plan**

- 6.1. This MoU supports the PFCC to deliver against the commitments to break the cycle of domestic abuse and protect vulnerable people from harm. This is also a good example of the PFCC's building blocks of success around collaboration and partnership working.

## **7. Police operational implications**

- 7.1. The Southend MARAT is supported by Essex Police operational officers who attend the meetings to provide relevant information and take away relevant actions.

## **8. Financial implications**

- 8.1. There is no financial impact of this decision. The investment from the PFCC in the MARAT was agreed in decision 060/19.

## **9. Legal implications**

- 9.1. This MoU formalises the relationship and obligations of the PFCC in relation to the Southend MARAT but is not a legally binding agreement.

## **10. Staffing implications**

- 10.1. No direct staffing or other resourcing implications have been identified.

## **11. Equality and Diversity implications**

11.1. There are no equality and diversity implications of this decision.

## **12. Risks**

12.1. There are no risks identified

## **13. Governance Boards**

13.1. This project has been signed off by the PFCC. The Southend MARAT reports into the Essex Domestic Abuse Strategic Board.

## **14. Background papers**



Southend MARAT  
MoU May 2019.docx

**Report Approval**

The report will be signed off by the OPFCC Chief Executive and Treasurer prior to review and sign off by the PFCC / DPFCC.

Chief Executive / M.O. Sign: [Signature]  
Print: P. Best - HSEW00

Date: 22 July 2019

Chief Finance Officer / Treasurer Sign: [Signature]

Print: ABCEY GOGN

Date: 23/07/19

**Publication**

Is the report for publication? YES   
NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

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If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet? YES  NO   
2. Of Appendix? YES  NO

If 'YES', please provide details of required redaction:

.....  
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Date redaction carried out: .....

**Treasurer / Chief Executive Sign Off – for Redactions only**

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

Sign: .....

Print: .....

**Chief Executive/Treasurer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

Sign: *Jane Gardner* .....

Print: *JANE GARDNER* .....

**PFCC/Deputy PFCC**

Date signed: *24 JULY 2019* .....

I do not agree the recommendations to this report because:

.....  
.....  
.....

Sign: .....

Print: .....

**PFCC/Deputy PFCC**

Date signed: .....



**MEMORANDUM OF UNDERSTANDING**

**DATED – 1<sup>st</sup> April 2019**

Castle Point and Rochford Clinical Commissioning Group (CCG) and Southend Clinical Commissioning Group (CCG)(1)

Southend on sea Borough Council (2)

Police, Fire and Crime Commissioner for Essex (PFCC) (3)

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**MEMORANDUM OF UNDERSTANDING IN  
RELATION TO SOUTHEND MARAT**

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THIS AGREEMENT is 1<sup>st</sup> April 2019

**BETWEEN**

- (1) Castle Point and Rochford Clinical Commissioning Group (CCG) and Southend Clinical Commissioning Group (CCG) Pearl House, 12 Castle Road, Rayleigh, SS6 7QF
- (2) Southend on sea Borough Council Civic Centre, Victoria Avenue, Southend-on-sea, SS2 6ER
- (3) The Police, Fire and Crime Commissioner for Essex (PFCC) Kelvedon Park, London Road, Essex, CM8 3HB

**BACKGROUND**

The MARAC is a regular meeting to discuss how to help victims of Domestic Abuse at high risk of murder or serious harm. A domestic abuse specialist (IDVA), police, children's social services, health and other relevant agencies all share information about the victim, the family and perpetrator, to enable them to devise an action plan to reduce risk for each victim.

Southend MARAT was formed in July 2016 in order that Southend victims could be heard within a timely manner and the correct regional representation could be present to inform and formulate risk management.

Southend MARAT links in with Essex and Thurrock MARAC to ensure consistency across areas where appropriate.

IT IS AGREED that:

**1. Status of this Memorandum of Understanding**

This Memorandum of Understanding (MOU) is not exhaustive and is not intended to be legally binding between any of the Parties. This MOU is to ensure each party have a common understanding of their individual duties and responsibilities in relation to the MARAT and associated funding.

**2. The Proposed Collaboration**

2.1 The Parties have identified a collective desire to jointly fund the post of MARAT team manager and apportion funding for the 2 administrators for the team. The split of funding is as follows:

MARAT Manager Post - divided equally between the 3 agencies

MARAT administrators x 2 – 40% PFCC and 60% SBC

The Budget for 2019-20 is £117,230 including on costs. This will be subject to incremental, annual inflationary increases

2.2 Southend Borough Council will oversee the MARAT in terms of supervision and issuing of invoices



2.3 There is a separate agreement in place in terms of MARAT protocol and agency responsibilities to provide staffing resource and information to the MARAT that covers all agencies engaged in the process.

2.4 The Parties recognise the need to maintain relationships and agree to the following principles of the MOU:

- (a) at all times to act in good faith towards one another
- (b) to act in a timely manner and respond accordingly to requests for support from Southend MARAT
- (c) to adopt a positive outlook and to behave in a positive, proactive manner
- (d) to seek best value for money, productivity and effectiveness
- (e) to promote innovation

### **3. The Collaborative**

3.1 Each party shall:

- (a) undertake individual organisational responsibility in ensuring agreed funding with the Provider is invoiced appropriately and between one another
- (b) provide input in relation to operational issues that may arise during the agreement term
- (c) where necessary provide representation and input at monitoring and reporting meetings
- (d) work collaboratively within the board structure of the MARAT Steering Group/ Violence and Vulnerabilities Board when undertaking any future development of the MARAT

### **4. Information & Reporting**

4.1 Each party will:

- (a) work collaboratively within the board structure of the MARAT Steering Group/ Southend Violence and Vulnerabilities Board and this is where data will be monitored
- (b) raise any concerns in relation to MARAT in order to initiate open discussions and mutual resolution

Signed by Patricia D'Orsi Chief Nurse

For and on behalf of Castle Point and Rochford Clinical Commissioning Group (CCG) and Southend Clinical Commissioning Group (CCG)

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Signed by John O'Loughlin - Director of Children's Services

For and on behalf of **Southend on sea Borough Council (SBC)**

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Signed by Greg Myddelton – Assistant Director of Commissioning

For and on behalf of **THE POLICE, FIRE AND CRIME COMMISSIONER FOR ESSEX (PFCC)**

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