**Dated**

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**DOMESTIC AND SEXUAL ABUSE SUPPORT SERVICES COLLABORATION AGREEMENT**

between

**THE POLICE, FIRE AND CRIME COMMISSIONER (PFCC) FOR ESSEX**

and

**ESSEX COUNTY COUNCIL (ECC)**

and

**SOUTHEND-ON-SEA CITY COUNCIL**

and

**THURROCK COUNCIL**

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**Schedule**

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Schedule 2 The SETDA Strategic Development Group

Schedule 3 Single Point of Contact

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**THIS AGREEMENT** is dated [DATE]

**Parties**

**THE POLICE, FIRE AND CRIME COMMISSIONER FOR ESSEX** of Kelvedon Park, Rivenhall End, CM8 3HB (**PFCC**).

**ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH (**ECC**).

**SOUTHEND-ON-SEA CITY COUNCIL** of Civic Centre, Victoria Avenue, Southend-on-Sea, Essex, SS2 6ER (**SCC**)

**THURROCK COUNCIL** of Civic Offices, New Road, Grays, Essex, RM17 6SL (**THC**)

**Background**

In accordance with Section 22B of the Police Reform and Social Responsibility Act 2011, the PFCC has identified that collaboration with local Essex authorities to commission and provide domestic and sexual abuse support services is an opportunity to improve the efficiency and effectiveness of the Essex Police force and has notified ECC, SCC and THC to consider their roles as key strategic partners.

ECC, SCC and THC have agreed to enter into this collaboration with the PFCC to jointly commission domestic abuse support services, having recognised the improvement to the effectiveness and efficiencies such collaboration can do to their own duties to deliver the same.

To further enhance the domestic abuse support services available, Associate Partners may be identified and authorised to sign up to this Collaboration Agreement in accordance with its provisions.

Nothing in this Agreement shall remove the responsibility on each Party to comply with and exercise its statutory duties and functions in relation to domestic or sexual abuse.

**Agreed terms**

# Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

**Associate Partner:** a legal entity with responsibility for commissioning Services which may, from the Effective Date or at any time during the Term, enter into this Collaboration Agreement in accordance with the provisions of this Agreement.

**Commissioned Contract:** any contract commissioned under this Collaboration Agreement and paid for using the Domestic and Sexual Abuse (DSA) Fund.

**DSA Fund:** the fund of monies available for the commissioning of Services pursuant to this Agreement, which shall be recorded in the Project Accounts.

**Effective Date:** 1st April 2023

**Southend, Essex & Thurrock Domestic Abuse Strategic Development Group (SETDA SDG):** The group responsible for managing the Commissioned Contract.

**SETDA SDG Chair**: The first chair shall be Greg Myddelton (PFCC) and thereafter such person as is agreed by the Group in accordance with its terms of reference (set out in schedule 2).

**Expiry Date:** 31st March 2025 (or such later date as may be agreed in writing by the Parties)

**Force Majeure Event:** an event arising which is beyond the reasonable control of the affected party and unknown to it at the Effective Date, such circumstances including but not limited to fire, flood, disaster, subsidence, landslide, war, government act, act of God and legislative constraints but excluding strikes, labour disputes or malicious damage involving the employees of the affected party.

**Key Partners:** the initial signatories to this Agreement.

**Lead Contract Commissioner:** such Party as is appointed under Clause 4.5 from time to time.

**Project Accounts:** the financial records to be maintained by the Lead Contract Commissioner pursuant to this Collaboration Agreement.

**Services:** the DSA Support Services to be delivered on behalf of the Parties under this Collaboration Agreement through the Lead Contracts Commissioner via the Commissioned Contracts.

Except where a contrary intention appears, a reference to a clause or schedule is a reference to a clause of, or schedule to this Agreement and a reference in a schedule to a paragraph is to a paragraph of that schedule.

Clause and schedule headings do not affect the interpretation of this Agreement.

The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.

A reference to a **party** is to a party to this Agreement.

A **person** includes a natural person, corporate or unincorporated body (whether not having separate legal personality).

Words in the singular shall include the plural and vice versa.

A reference to one gender includes a reference to other genders.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

A reference to **writing** or **written** includes faxes and emails.

# STATUS OF THIS AGREEMENT

## If there is any conflict between the terms of this Agreement and the terms of the Commissioned Contract, the terms of the Commissioned Contract shall prevail.

# TERM

## This Agreement shall take effect on the Effective Date and shall continue until terminated in accordance with the provisions of this Agreement.

# THE COLLABORATION

## The Parties wish to enter into a collaborative commissioning arrangement through which to commission the Services (the Collaboration) and manage the Commissioned Contract.

## The Parties wish to form the Collaboration to regulate the commission by them of the Services under the Commissioned Contract and wish to appoint the Lead Contract Commissioner to enter into the Commissioned Contract and agree that the Collaboration shall function in accordance with the provisions of this Agreement.

## The Parties are entering into the Collaboration in order to work together to commission the Services to better meet the needs of the Service users.

## The Parties confirm they are committed to co-operating with one another under this Collaboration and agree to keep one another informed, to liaise effectively and to work together in good faith and agree to act in such a way as to achieve the aims set out in this Agreement wherever possible and are committed to the principles set out in this Agreement in relation to governance.

## The SETDA Strategic Development Group (SDG) will appoint a Lead Contract Commissioner for each separate commissioning exercise and each Party hereby authorises the Lead Contract Commissioner to manage the DSA Fund, Commissioned Contracts and responsibilities set out at Schedule 1 on its behalf in accordance with the provisions of the Commissioned Contracts and this Agreement.

## The Parties acknowledge that the SETDA SDG Chair may agree to the introduction of Associate Partners as additional parties to this Agreement, subject to the Associate Partner executing a deed of adherence to this Agreement.

# AIMS AND OBJECTIVES

## The Parties agree that the aims and objectives of the Collaboration are to act collaboratively in the procurement of the Services so as to ensure the Services are commissioned and delivered in a way that:

## obtains best performance, quality and value from the Commissioned Contracts;

## is reflective of the Parties’ needs; and

## improves the efficiency and effectiveness of DSA Support Services.

# GOVERNANCE

## The Parties shall establish the SETDA Strategic Development Group, whose suggested terms of reference are set out in Schedule 2, to oversee the commissioning of the Services.

## Each Party shall nominate a representative to attend the SETDA SDG on its behalf.

## The Parties shall establish the Lead Contract Commissioner who in relation to the Commissioned Contract is to be appointed in the capacity set out in the Commissioned Contract.

## No Party shall in the performance of the provisions of the Collaboration conduct itself in such a manner as might in the reasonable opinion of another Party, damage the good name and reputation of another Party.

# THE DSA FUND

## Each Party shall bear its own costs in relation to this Agreement and the performance of its roles and responsibilities under or in connection with it.

## Each Party will agree its financial contribution to the DSA Fund in accordance with Schedule 4 and shall use its reasonable endeavours to ensure there is no overspend by the provider under the Commissioned Contract.

## The Parties agree that the DSA Fund shall be operated in accordance with Schedule 4 and agree to abide by their respective obligations as set out therein.

# LIABILITIES AND INDEMNITY

## Each Party shall indemnify and keep indemnified the other Parties against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the indemnifying Party’s employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable law by the indemnified Party or its representatives.

## A Party’s liability under clause 8.1 shall be limited to the financial contribution made to the DSA Fund by that Party. Provided that nothing in this clause 8.2 shall exclude or limit the Party’s liability for death or personal injury caused by the Party’s negligence or fraud or fraudulent misrepresentation.

# Term and termination

## This Agreement shall terminate on the Expiry Date or earlier termination date of the last Commissioned Contract remaining in force.

## Nothing in clause 9.1 shall prevent the Parties from extending this Agreement by agreement in writing.

## This Agreement may be terminated in whole or in part by the agreement of all Parties in writing.

## The consequences of termination are set out in clause 10.

## A Party may withdraw its membership from the Collaboration by giving not less than 12 months’ notice in writing to the other Parties and to the SETDA SDG Chair. Such notice may not expire earlier than 31 March the following year

## This Agreement shall be reviewed by the SETDA SDG within 12 months from the Effective date and annually thereafter and the Parties hereby agree to vary this Agreement to reflect the recommendations of the review.

# CONSEQUENCES OF TERMINATION

## Withdrawal of an Associate Partner will not result in the termination of this Agreement.

## On termination or expiry of this Agreement clause 8, 10, 13 and 14 shall survive.

## Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

# DISPUTES

## Disputes arising under this Agreement shall, in the first instance, be referred to the SETDA SDG.

## If the SETDA SDG is unable to resolve the dispute referred to it under clause 11.1, within 30 days it shall be escalated to the SET Domestic Abuse Board

## If the dispute cannot be resolved in accordance with clause 11.2 the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure. Unless otherwise agreed by the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other Parties requesting mediation. The commencement of mediation will not prevent the Parties commencing or continuing court proceedings or arbitration.

# ASSIGNMNENT AND OTHER DEALINGS

## No Party shall be entitled to assign novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Parties.

# CONFIDENTIALITY

## All Parties will keep confidential any information, materials and documents, which have been acquired in connection with this Agreement, or through the SETDA SDG, which are notified by any Party as being confidential.

# INFORMATION GOVERNANCE

## Each Party shall (and shall procure that any of its representatives involved in the commissioning the Services shall) comply with all their obligations under the Data Protection Act 2018 which arise in connection with this Agreement.

## The Parties acknowledge that each is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with one another to enable each Party to comply with the information disclosure requirements, where necessary.

# BRIBERY ACT

## The Parties shall procure that the Lead Contract Commissioner shall include provisions in the Commissioned Contracts requiring compliance by service providers with the requirements of the Bribery Act 2010.

## If any breach of clause 15.1 is suspected or known, the Party must notify the other Parties immediately.

# INSURANCES

## The Parties shall effect and maintain a policy or polices of insurance, providing an adequate level of cover for liabilities arising under any indemnity under this Agreement.

# NOTICES

## Each Party shall nominate a single point of contact as the first point of contact for the management of this Agreement (the SPOC). For each Party the SPOC is as set out at Schedule 3.

## All notices given under this Agreement should be in writing and sent to the SPOC. A Party may change the name of the SPOC by informing the other Parties in writing.

## Each Party’s SPOC shall be responsible for taking decisions concerning the Collaboration, unless they inform the Parties that the decision is one which must be referred to their respective governing bodies.

# MEDIA RELATIONS

## The Parties shall consult with one another on the issuing of any communication to the press or the media in relation to the Services provided under the Commissioned Contracts.

## In the event that there is no reasonable opportunity to consult with the other Parties before communication with the press or media, each Party shall act fairly, proportionately and reasonably in representations and statements about the other Parties with due regard to protecting the other Parties’ good reputation.

# NO PARTNERSHIP OR AGENCY

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

## Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

# VARIATION

## Any variation of or amendment to this agreement shall only be effective if it is in writing and signed by all the Parties to this Agreement.

# force majeure

## No Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure is due to a Force Majeure Event.

## Where a Party becomes aware of the occurrence or likely occurrence of a Force Majeure Event it shall notify the other Parties as soon as reasonably practicable.

# WAIVER

## No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

# GOVERNING LAW

## The formation, interpretation and operation of this Agreement shall be subject to English law.

# JURISDICTION

## Each Party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

# ENTIRE AGREEMENT

## This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

# THIRD PARTY RIGHTS

## No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**Signed on behalf of: Essex County Council**

**Signature:**

**Print name:**

**Position:**

**Date:**

**Signed on behalf of: Police, Fire & Crime Commissioner for Essex**

**Signature:**

**Print name:**

**Position:**

**Date:**

**Signed on behalf of: Southend-on-Sea City Council**

**Signature:**

**Print name:**

**Position:**

**Date:**

**Signed on behalf of: Thurrock Council**

**Signature:**

**Print name:**

**Position:**

**Date:**

**Schedule 1**

**The Lead Contract Commissioner Services**

The Lead Contract Commissioner shall have the following responsibilities in addition to those provided for elsewhere in this Agreement:

* To procure, apply for grant funding (where available) and enter into Commissioned Contracts on behalf of the Parties;
* To manage the Commissioned Contracts on behalf of the Parties;
* To manage the Project Accounts on behalf of the Parties;
* To manage payments into and out of the DSA Fund on behalf of the Parties;
* To keep the SETDA SDG updated on a monthly basis (or such other basis as is agreed by the Group from time to time) of progress of Commissioned Contracts;
* To update the SETDA SDG on the PFCC’s delivery of the DSA Support Services;
* To ensure that the Commissioned Contracts enable direct enforcement of terms by any or all of the Parties as appropriate;
* To work and liaise with the selected representatives of the Parties and/or the SETDA SDG in the evaluation of tenders for Commissioned Contracts;
* To ensure that procurement, legal and financial support is identified where appropriate.

**Schedule 2**

**SETDA SDG TERMS OF REFERENCE**

|  |
| --- |
| **Southend, Essex and Thurrock Domestic Abuse Strategic Development Group – Terms of Reference – October 2022** |

**Document Purpose**

The purpose of the Terms of Reference is to define the membership, responsibilities and approach of the SET Domestic Abuse Strategic Development Group. This is for the information, understanding and future reference of all parties interested in the work being coordinated by the Southend, Essex and Thurrock Domestic Abuse Strategic Development Group

**Objectives**

* To ensure a joint strategic approach to the commissioning of domestic abuse services.
* Have a focus on early intervention/prevention.
* Focus on evidenced based outcomes where possible/ building on evidence where gaps are identified.
* To develop and deliver the activities within the Domestic Abuse Strategy which will achieve effective focus on operational and commissioning issues associated with delivering the DA Strategy.
* Provide support to the SET DA Board to deliver the outcomes within the DA Strategy.

**Activities**

* To pool resources and jointly commission domestic abuse services in line with the domestic abuse strategy.
* Ensure victims are placed at the heart of the commissioning process, with a focus on perpetrators and offending behaviours to end the cycle of domestic abuse
* Identify potential DA commissioning opportunities to prevent gaps in service provision across the SET area. Support the process of joint partnership commissioning.
* To have effective performance monitoring to ensure that all the relevant services are being evaluated to ensure they achieve the agreed outcomes and meet the identified needs they are targeted to support.
* To consider and pursue opportunities for service/system redesign to deliver improved quality and outcomes.
* Horizon scan practice and developments from a local, regional and national perspective.
* To support and work with other areas of commissioning around domestic abuse to work towards the SET Domestic Abuse Strategy.
* To report and be accountable to the Domestic Abuse Board.

**Business**

Business covered within the meeting would include:

* Performance data scrutiny;
* SET Commissioning updates and developments/opportunities;
* Project updates and developments/opportunities;
* Review of task group progress; reported as necessary via progress reports or escalation of issues;
* Oversight of the SET Domestic Homicide Review processes.

**Membership**

|  |
| --- |
| Partner Organisations |
| SET DA Team |
| Public Health – Essex County Council |
| Children and Families Commissioning – Essex County Council |
| DA Lead/Public Protection – Southend City Council |
| The Probation Service |
| Police, Fire and Crime Commissioner |
| MARAC Thurrock |
| MARAC Southend |
| MARAC Essex |
| Public Protection – Essex Police |
| Children and Families Directorate – Essex County Council |
| Children and Families Directorate – Southend City Council |
| Communications Department – Essex Police |
| DA Lead – Essex Police |
| VAWG Lead – Thurrock Council |
| Safeguarding – Mid and South Essex Integrated Care Board (ICB rep) |
| Safeguarding – EPUT |
| Housing Rep tbc |
| CSP Rep – Epping CSP/Tendring CSP |

*Other Members may be invited to attend the Board at the discretion of the Chair.*

**Frequency of meetings**

There will be four meetings a year held at regular intervals. Meeting will be hosted using the MS Teams IT platform.

Members may on occasion be invited to attend workshops and conferences which will be designed as in person events whenever possible.

**Schedule 3**

**Single Points of Contact**

|  |  |  |
| --- | --- | --- |
| **Party** | **Single Point of Contact** | **Contact Details** |
| **The Police, Fire and Crime Commissioner for Essex** | Greg Myddelton | greg.myddelton@essex.police.uk  07841 112940 |
| **Essex County Council** |  |  |
| **Southend-On-Sea City Council** |  |  |
| **Thurrock Council** |  |  |

**Schedule 4**

**The DSA Fund**

The Domestic & Sexual Abuse (DSA) Fund shall be managed as a dedicated line within the Lead Contract Commissioner’s overall budget.

Save where agreed otherwise by the SETDA SDG the DSA Fund shall only be used for the purposes of Commissioned Contracts payments.

Each Party shall commit to making a financial contribution to the DSA Fund on an annual basis and the Lead Contract Commissioner shall accept agreement from the SETDA SDG as sufficient assurance from each Party as evidence of its intention to contribute to the DSA Fund.

Where a Party has agreed to contribute to the DSA Fund via the SETDA SDG it shall be payable upon the Lead Contract Commissioner’s standard invoicing terms.

Where the SETDA SDG is reasonably of the opinion that a Commissioned Contract requires termination in accordance with its terms the Lead Contract Commissioner shall reimburse the contributing Parties based on the proportion of contribution made following reconciliation of accounts and provided always that the monies are held by the Lead Contract Commissioner.

In the event there is insufficient monies in the Fund to meet the Lead Contract Commissioner’s financial obligations under the Commissioned Contract (and provided always that the Lead Contract Commissioner has managed the Commissioned Contracts with all reasonable skill and care), the PFCC agree to contribute such monies to the Fund as are required to ensure there is no such shortfall.

The indicative annual contributions shall be as follows:

|  |  |
| --- | --- |
| **Organisation** | **Annual Contribution (£)** |
| Essex County Council | 207,000 |
| Southend-on-Sea City Council | 15,000 |
| Thurrock Council | 27,000 |
| PFCC | 451,000 |
| **Total** | **700,000** |

The Parties shall review and agree their individual contributions on an annual basis thereafter.