

30/05/2019

10:20

Month No: 1

Steyning Parish Council

Page 1

Detailed Income & Expenditure by Phased Budget Heading 30/04/2019

Committee Report

Finance & General Purposes Ctt101 Administration

1000 Donations Received
 1004 Reimbursed Charges & donations
 1008 NHP Income
 1076 Precept Received
 1090 Bank Interest Received

Administration :- Income

1006 VAT Refund

Administration :- Direct Expenditure

4000 Salaries
 4002 Printing, stationery, postage
 4003 Staff Ill Health Insurance
 4004 Telephones and Alarm
 4005 Insurance
 4006 Salaries Outsourcing
 4007 Data Protection
 4010 Audit Fees
 4016 Legal Fees/Elections
 4017 Bank Charges
 4021 General Grants

Finance & General Purposes Ctt							
	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Annual Budget	Committed Expenditure	Funds Available	% Spent
101 Administration							
1000 Donations Received	4,167	2,500	(1,667)	4,500			92.6%
1004 Reimbursed Charges & donations	0	0	0	200			0.0%
1008 NHP Income	0	0	0	8,000			0.0%
1076 Precept Received	127,340	127,340	0	254,680			50.0%
1090 Bank Interest Received	17	30	13	130			12.8%
Administration :- Income	131,523	129,870	(1,653)	267,510			49.2%
1006 VAT Refund	0	0	0	(7,750)		(7,750)	0.0%
Administration :- Direct Expenditure	0	0	0	(7,750)	0	(7,750)	0.0%
4000 Salaries	7,385	10,738	3,353	128,850		121,465	5.7%
4002 Printing, stationery, postage	(236)	271	507	3,250		3,486	(7.2%)
4003 Staff III Health Insurance	0	0	0	820		820	0.0%
4004 Telephones and Alarm	0	0	0	4,000		4,000	0.0%
4005 Insurance	0	0	0	6,500		6,500	0.0%
4006 Salaries Outsourcing	0	0	0	1,450		1,450	0.0%
4007 Data Protection	0	500	500	2,000		2,000	0.0%
4010 Audit Fees	(2,580)	250	2,830	1,480		4,060	(174.3%)
4016 Legal Fees/Elections	(825)	200	1,025	5,000		5,825	(16.5%)
4017 Bank Charges	63	40	(23)	475		412	13.2%
4021 General Grants	0	167	167	2,000		2,000	0.0%

Continued over page

Detailed Income & Expenditure by Phased Budget Heading 30/04/2019

Month No: 1

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Annual Budget	Committed Expenditure	Funds Available	% Spent
4025 CCTV Maintenance	0	0	0	1,250		1,250	0.0%
4030 Steyning in Bloom	0	0	0	4,400		4,400	0.0%
4032 Royal British Legion	0	0	0	415		415	0.0%
4033 Christmas Lights Grant	0	0	0	1,500		1,500	0.0%
4036 SALC NALC Subs	1,822	1,807	(15)	1,807		(15)	100.8%
4039 Publicity and Advertising	0	0	0	400		400	0.0%
4040 Town Clock	0	0	0	420		420	0.0%
4045 Misc & Petty Cash	0	35	35	200		200	0.0%
4047 Training	0	208	208	2,500		2,500	0.0%
4060 Chairman's Function	0	0	0	750		750	0.0%
4061 Councillors' Allowances	0	8	8	100		100	0.0%
4063 Legionnaires	133	125	(8)	1,500		1,367	8.9%
4070 Software Packages	490	750	260	1,650		1,160	29.7%
4071 ICT Equipment	0	0	0	1,400		1,400	0.0%
4072 Website Development	0	0	0	750		750	0.0%
4073 Neighbourhood Plan Exp	0	583	583	8,000		8,000	0.0%
4075 Isolation and Loneliness	0	83	83	1,000		1,000	0.0%
Administration :- Indirect Expenditure	6,253	15,765	9,512	183,867	0	177,614	3.4%
Movement to/(from) Gen Reserve	125,270						
102 Finance & Community Appendix							
4100 Neighbourhood Wardens	0	0	0	42,750		42,750	0.0%
4101 Swimming Pool	0	0	0	15,100		15,100	0.0%
Finance & Community Appendix :- Indirect Expenditure	0	0	0	57,850	0	57,850	0.0%
Movement to/(from) Gen Reserve	0						

Continued over page

Steyning Parish Council

Detailed Income & Expenditure by Phased Budget Heading 30/04/2019

Committee Report

103 Youth Provision

4023 Youth Service

Youth Provision :- Indirect Expenditure

Movement to/(from) Gen Reserve

Finance & General Purposes Ctt :- Income

Expenditure

Movement to/(from) Gen Reserve

	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Annual Budget	Committed Expenditure	Funds Available	% Spent
	6,417	6,000	(417)	25,943		19,526	24.7%
	<u>6,417</u>	<u>6,000</u>	<u>(417)</u>	<u>25,943</u>	<u>0</u>	<u>19,526</u>	<u>24.7%</u>
	<u>(6,417)</u>						
	131,523	129,870	(1,653)	267,510			49.2%
	12,670	21,765	9,095	259,910	0	247,240	4.9%
	<u>118,854</u>						

Date: 04/06/2019

Steyping Parish Council

Page 1

Time: 10:43

Bank Reconciliation up to 30/04/2019 for Cashbook No 1 - Current Account

Date	Cheque/Ref	Amnt Paid	Amnt Banked	Stat Amnt	Difference	Cleared	Payee Name or Description
10/09/2018	10667	90.00			90.00	☐	Flash trash recycling
07/01/2019	310780	7,167.14			7,167.14	☐	horsham matters
12/03/2019	310843	49.50		49.50		R ☒	Supreme Hygiene
20/03/2019	310845	1,737.71		1,737.71		R ☒	WSCC
20/03/2019	310846	1,505.62		1,505.62		R ☒	HMRC
27/03/2019	TFR	30,000.00		30,000.00		R ☒	Money Market Account
27/03/2019	TFR		30,000.00	30,000.00		R ☒	Receipt(s) Banked
27/03/2019	310849	14,808.31		14,808.31		R ☒	Playdale
01/04/2019	DD	1,015.18		1,015.18		R ☒	Horsham District Council
01/04/2019	017-19.20	160.00		160.00		R ☒	TSS
01/04/2019	018-19.20	289.12		289.12		R ☒	Business stream
01/04/2019	19-19.20	514.80		514.80		R ☒	Willet Tech
01/04/2019	20-19.20	113.56		113.56		R ☒	PiP Services
04/2019	21-19.20	2,959.20		2,959.20		R ☒	Enplan
01/04/2019	22-19.20	284.75		284.75		R ☒	Clare Austin
01/04/2019	23-19.20	90.00		90.00		R ☒	Rainbow Window Cleaning
01/04/2019	24-19.20	1,807.22		1,807.22		R ☒	WSALC.NALC
01/04/2019	25-19.20	202.80		202.80		R ☒	Rialtus
01/04/2019	29-19.20	348.00		348.00		R ☒	Rialtus
01/04/2019	27-19.20	2,790.00		2,790.00		R ☒	Tom Packer
01/04/2019	28-19.20	7,700.00		7,700.00		R ☒	Sussex clubs
02/04/2019	CR		53.50	53.50		R ☒	Receipt(s) Banked
02/04/2019	CR		247.95	247.95		R ☒	Receipt(s) Banked
02/04/2019	CR		88.21	88.21		R ☒	Receipt(s) Banked
02/04/2019	CR		158.40	158.40		R ☒	Receipt(s) Banked
02/04/2019	CR		51.91	51.91		R ☒	Receipt(s) Banked
03/04/2019	VIS	31.96		31.96		R ☒	Amazon
03/04/2019	19-01		1,896.07	1,896.07		R ☒	Receipt(s) Banked
03/04/2019	19-02		238.60	238.60		R ☒	Receipt(s) Banked
04/2019	19-03		5,000.00	5,000.00		R ☒	Receipt(s) Banked
03/04/2019	19-04		600.91	600.91		R ☒	Receipt(s) Banked
04/04/2019	VIS	90.00		90.00		R ☒	Amazon
04/04/2019	VIS	78.65		78.65		R ☒	Hedgenursery
04/04/2019	19-05		737.00	737.00		R ☒	Receipt(s) Banked
04/04/2019	19-06		43.24	43.24		R ☒	Receipt(s) Banked
05/04/2019	VIS	37.52		37.52		R ☒	Sitelock
05/04/2019	DD	1.03		1.03		R ☒	Bank charges
05/04/2019	CR		34.61	34.61		R ☒	Receipt(s) Banked
08/04/2019	CR		84.00	84.00		R ☒	Receipt(s) Banked
08/04/2019	CR		72.14	72.14		R ☒	Receipt(s) Banked
08/04/2019	CR		96.20	96.20		R ☒	Receipt(s) Banked
08/04/2019	CR		232.66	232.66		R ☒	Receipt(s) Banked
10/04/2019	19-07		90.00	90.00		R ☒	Receipt(s) Banked
10/04/2019	CR		58.72	58.72		R ☒	Receipt(s) Banked
10/04/2019	CR		122.36	122.36		R ☒	Receipt(s) Banked
10/04/2019	BP		70.49	70.49		R ☒	Receipt(s) Banked
10/04/2019	CR		96.20	96.20		R ☒	Receipt(s) Banked
10/04/2019	CR		81.10	81.10		R ☒	Receipt(s) Banked

Time: 10:43

Bank Reconciliation up to 30/04/2019 for Cashbook No 1 - Current Account

Date	Cheque/Ref	Amnt Paid	Amnt Banked	Stat Amnt	Difference	Cleared	Payee Name or Description
12/04/2019	CR		22.70	22.70		R 	Receipt(s) Banked
15/04/2019	CR		400.11	400.11		R 	Receipt(s) Banked
15/04/2019	CR		124.95	124.95		R 	Receipt(s) Banked
19/04/2019	CR	-49.44		-49.44		R 	Claire Jones
19/04/2019	CR	49.40		49.40		R 	Claire Jones
19/04/2019	CR	0.04		0.04		R 	Claire Jones
19/04/2019	CR	0.45		0.45		R 	Claire Jones
19/04/2019	CR		97.44	97.44		R 	Receipt(s) Banked
19/04/2019	Cr		49.44	49.44		R 	Receipt(s) Banked
19/04/2019	CR		74.10	74.10		R 	Receipt(s) Banked
19/04/2019	CR		-49.44	-49.44		R 	Receipt(s) Banked
19/04/2019	CR		49.40	49.40		R 	Receipt(s) Banked
21/04/2019	DR	61.74		61.74		R 	HSBC
04/2019	CR		158.40	158.40		R 	Receipt(s) Banked
23/04/2019	29-1920	285.16		285.16		R 	PHS Group
23/04/2019	30-19.20	919.91		919.91		R 	PHS Group
23/04/2019	31-19.20	94.56		94.56		R 	SHS
23/04/2019	32/33-1920	1,230.00		1,230.00		R 	Rabbit skips
23/04/2019	34-19.20	42.55		42.55		R 	EDF energy
23/04/2019	35-19.20	66.00		66.00		R 	South coast vending
23/04/2019	36-19.20	1,701.82		1,701.82		R 	British Gas
23/04/2019	37-19.20	385.36		385.36		R 	SCS
23/04/2019	38/39-1920	48.49		48.49		R 	J Fullbrook -refreshments
23/04/2019	40-19.20	30.00		30.00		R 	Bowell -wine for film
23/04/2019	41-19.20	74.43		74.43		R 	PiP Services
23/04/2019	42-19.20	1,794.19		1,794.19		R 	Laser
23/04/2019	43-19.20	144.74		144.74		R 	Laser
23/04/2019	44-19.20	15.00		15.00		R 	HALC
25/04/2019	19-08		2,017.91	2,017.91		R 	Receipt(s) Banked
04/2019	19-09		43.25	43.25		R 	Receipt(s) Banked
25/04/2019	19-10		7.32	7.32		R 	Receipt(s) Banked
25/04/2019	CR		127,340.00	127,340.00		R 	Receipt(s) Banked
25/04/2019	CR		738.00	738.00		R 	Receipt(s) Banked
25/04/2019	CR		492.00	492.00		R 	Receipt(s) Banked
25/04/2019	BP		53.25	53.25		R 	Receipt(s) Banked
26/04/2019	CR		815.47	815.47		R 	Receipt(s) Banked
26/04/2019	CR		53.50	53.50		R 	Receipt(s) Banked
26/04/2019	CR		53.50	53.50		R 	Receipt(s) Banked
29/04/2019	DR	492.02		492.02		R 	Lodge
29/04/2019	47-19.20	45.00		45.00		R 	OPen spaces
29/04/2019	48A-19.20	170.02		170.02		R 	Overline
29/04/2019	48-19.20	975.00		975.00		R 	Squires planning
29/04/2019	BP	7,598.51		7,598.51		R 	Various salary
30/04/2019	BP		247.00	247.00		R 	Receipt(s) Banked
		90,047.02	172,942.57				

MEMORANDUM OF UNDERSTANDING

PARTNERSHIP AGREEMENT BETWEEN

**STEYNING PARISH COUNCIL,
BRAMBER PARISH COUNCIL
AND
UPPER BEEDING PARISH COUNCIL**

**FOR THE PROVISION OF
A NEIGHBOURHOOD WARDENS SCHEME**

Dated: May 2019

To cover the period: 1 April 2019 to 31 March 2022

1 INTRODUCTION

- 1.1** This agreement sets out the respective obligations of the following Parish Councils in respect of the delivery of a Neighbourhood Wardens Service in the Parishes of Bramber, Steyning and Upper Beeding.

Steyning Parish Council ('SPC') - The Steyning Centre, Fletchers Croft, Steyning West Sussex BN44 3XZ

Bramber Parish Council ('BPC') - The Address of the incumbent Clerk

Upper Beeding Parish Council ('UBPC') - 3 Hyde Square Upper Beeding BN44 3JE

For the purpose of this agreement, the appointed liaison contacts between each Parish Council and Horsham District Council's Community Safety Management Team, the Facilitator of the service, will be the persons occupying the positions of Clerk to SPC, BPC and UBPC, as at the date of this agreement:

Clerk to BPC	- Rebecca Luckin,
Clerk to SPC	- John Fullbrook,
Clerk to UBPC	- Celia Price,

the 'Appointed Liaisons'.

- 1.2** This agreement is valid from 1 April 2019 until 31 March 2022. (See Clause 6)
- 1.3** This agreement is for the provision and contract management of a Neighbourhood Wardens Service in the Parishes of Bramber, Steyning and Upper Beeding.
- 1.4** In consideration of the funding specified in Clause 4, BPC, SPC and UBPC hereby agree to undertake to support the service specified in Clause 3 in accordance with the terms and conditions of this agreement

- 1.5** The parties to this agreement will endeavor to work within the shared principles and approach to joint working set out in the West Sussex Compact.
- 1.6** Any requests in respect of the work of the Neighbourhood Wardens which do not relate to day to day operations and the service provision as set out in this agreement must be made by the Appointed Liaisons to SPC, BPC and UBPC in the first instance who shall conjointly decide whether to forward such requests to the employer of the Neighbourhood Wardens (the 'Provider'. Currently The Horsham District Council Community Safety Management Team). Agreement should be sought between Parish Councils preferably at the quarterly Neighbourhood Wardens Steering committee meetings before approaches are made to the Provider, to avoid 'conflicting' demands.

2 Management

- 2.1** SPC, BPC and UBPC agree to create a joint oversight committee to be known as the Neighbourhood Wardens Steering Committee' (the 'NWSC') to oversee the management of this agreement and facilitate the provision of the services set out in this agreement to the Parishes of Bramber, Steyning and Upper Beeding.
- 2.2** The NWSC shall comprise at least one councilor representative from each of SPC, BPC and UBPC. Meetings of the NWSC shall only be quorate where there is at least one councilor representative from each of SPC, BPC and UBPC. SPC, BPC and UBPC may separately agree to send an alternate councilor representative or their Clerks in the event that the usual representative is unable to attend.
- 2.3** The committee may agree to invite a member/s of the community to attend committee meetings; the purpose of which would be to provide additional experience or expertise where necessary. Such attendees shall not have voting rights.

3 SERVICE DESCRIPTION – PROVISION OF A NEIGHBOURHOOD WARDENS SCHEME

3.1 Shared Vision

The aim of the Neighbourhood Warden Service is to enable the people of the three Parishes to live safely and independently in their neighbourhoods and communities. The service provides a highly visible and reassuring patrol presence, which is responsive to the public and flexible enough to cope with changing demands; whilst working in partnership with other service agencies, businesses and the voluntary sector.

All wardens remain accountable to SPC, BPC and UBPC in the provision of services as set out in this agreement and the areas that they work and ensure that the aims and objectives of the service are met. These are:

- ☐ To contribute to the delivery of the Community Safety Partnership Plan by working in partnership with Sussex Police to provide a highly visible and reassuring uniform patrolling presence across Horsham District, deterring low level criminality (including environmental offences) and anti-social behaviour.
- ☐ Promote community cohesion, resilience and solidarity to encourage communities and neighbourhoods to identify and solve their own problems.
- ☐ Work in partnership with SPC, BPC and UBPC to tackle anti-social behaviour.
- ☐ Be a trusted friend for the community within the parishes of Steyning, Bramber and Upper Beeding.

- ☐ Improve access to local authority services.
- ☐ Promote social inclusion by undertaking a range of community development functions.

3.2 Services Provision

The day-to-day duties and services of the Neighbourhood Wardens shall be determined by the NWSC. Such day-to-day services should complement and not conflict with the employment obligations of the Provider.

3.3 Key Performance Indicators

Key performance indicators for the Neighbourhood Wardens will be detailed and agreed by the NWSC and the Provider. The NWSC shall ensure that the Neighbourhood Wardens supply a monthly report to each parish of the SPC, BPC and UBPC clerks at least 5 clear working days before each monthly full council meeting of SPC, BPC, UBPC. The items covered within the report shall be agreed by the NWSC.

4 PARISH COUNCIL FUNDING RESPONSIBILITIES

4.1 BPC Responsibilities:

- i. To contribute a total of 9.1% for the term of this agreement.
- ii. On receipt of any additional invoice from Horsham District Council, to pay its allocation of the employment and operational costs for the Neighbourhood Wardens. BPC's allocation shall be based on a percentage split of 9.1% on all such invoices.
- iii. Payment terms shall be in accordance with the Provider's standard terms and conditions of payment.

4.2 SPC responsibilities:

- i. To contribute a total of 58.2% for the term of this agreement.
- ii. On receipt of any additional invoice from Horsham District Council, to pay its allocation of the employment and operational costs for the Neighbourhood Wardens. SPC's allocation shall be based on a percentage split of 58.2% on all such invoices.
- iii. Payment terms shall be in accordance with the Provider's standard terms and conditions of payment.

4.3 UBPC Responsibilities:

- i. To contribute a total of 32.7% for the term of this agreement.
- ii. On receipt of any additional invoice from Horsham District Council, to pay its allocation of the employment and operational costs for the Neighbourhood Wardens. UBPC's allocation shall be based on a percentage split of 32.7% on all such invoices.
- iii. Payment terms shall be in accordance with the Provider's standard terms and conditions of payment.

5 PARISH COUNCIL OTHER RESPONSIBILITIES

SPC, BPC and UBPC Responsibilities:

Provide a meeting room for NWSC meetings.

Agree agendas for NWSC meetings
(role for the Community Safety Management Team).

Invite the Provider to attend (and present at) Annual Parish Meetings.

Invite the Neighbourhood Wardens to present their report to full council meetings

6 TERMS OF AGREEMENT (BREAK POINTS AND RENEWAL)

6.1 In signing this agreement, BPC, SPC and UBPC commit to the full term of this agreement (i.e. from 1 April 2019 until 31 March 2022).

6.2 To ensure viability of the Neighbourhood Warden Provision for the Parishes of Bramber, Steyning and Upper Beeding, there shall be no mid- / part-year break point.

7 TERMINATION

7.1 The Parish Council Cluster or Horsham District Council may by 4 months' notice given at any time terminate this agreement.

7.2 Should any individual Parish Council wish to terminate this agreement, they must do so firstly by consulting the other Parish Councils forming the cluster who in turn would need to instruct the District Council as a collective whether they wish to continue receiving the service with a new funding arrangement or terminate the overall agreement.

7.3 In the event of termination by a Parish Council under clause 7.1 above then:

- (i) The Parish Councils shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
- (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the Parish Council cluster will be responsible for costs weighted in the normal funding proportions relating to:
 - (a) The reasonable costs of re-training; and/or
 - (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
 - (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.

7.4 The District Council may by 4 months written notice given at any time terminate this Agreement.

7.5 In the event of termination by the District Council under clause 7.3 above then:

- (i) The District Council shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
- (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the District Council will be responsible for:

- (a) The reasonable costs of re-training; and/or
- (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
- (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.

8 DISPUTES BETWEEN PARTIES

The parties shall use their best endeavors to resolve by agreement any disputes between them. In the first instance the dispute will be discussed by the Appointed Liaisons and may then be referred to the individual Parish Councils so as to seek amicable resolution.

9 VARIATIONS TO AGREEMENT

The terms of this agreement may only be varied by mutual consent with all parties involved.

10 ACKNOWLEDGEMENTS

BPC, SPC and UBPC shall be acknowledged in all publicity material (e.g. any leaflets, letters, newsletters or press releases) distributed by the NWSC for the Parishes of Bramber, Steyning and Upper Beeding.

11. THIRD PARTIES

Nothing in this agreement, whether express or implied is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this agreement or any clause contained herein.

Signature:	
Print Name:	Rebecca Luckin
Position:	Parish Clerk
Date:	
For & on behalf of the Bramber Parish Council	

Signature:		Signature:	
Print Name:	John Fullbrook	Print Name:	Celia Price
Position:	Parish Clerk	Position:	Parish Clerk
Date:		Date:	
For & on behalf of Steyning Parish Council		For & on behalf of the Upper Beeding Parish Council	

Suggested Key Performance Indicators to cover two main areas:

1. Use of powers and outcomes (see table below)
2. Involvement in community reassurance / development initiatives under which I would include:
 - No. of hours foot patrol
 - No. of hours vehicle patrol
 - No. of visits to older / vulnerable members of the community
 - No. of clubs / organisations supported (including schools)
 - No. of community events supported
 - No. of signposting outcomes to other organisations

COMMUNITY SAFETY ACCREDITATION SCHEME POWERS	
STOP CYCLES RIDING OF FOOTPATH	
REQUIRE NAME & ADDRESS FOR RELEVANT OFFENCE	
REQUIRE NAME & ADDRESS FOR PERSON ACTING IN ANTI-SOCIAL MANNER	
SEIZURE OF ALCOHOL FROM PERSON UNDER 18	
SEIZURE OF TOBACCO FROM PERSON UNDER 16	
LOCAL AUTHORITY ENFORCEMENT POWERS	
ABANDONING A VEHICLE	FAILING TO COMPLY WITH A STREET LITTER CONTROL NOTICE
BYELAW (Specify which)	FAILING TO COMPLY WITH A LITTER CLEARING NOTICE
DOG FOULING	EXPOSING A VEHICLE FOR SALE ON A ROAD*
FLY-POSTING & GRAFFITI	REPAIRING A VEHICLE ON A ROAD*
FLY-TIPPING	PARKING CONTRAVENTIONS
LITTERING	
OUTCOMES	
VERBAL WARNING/ADVICE	POLICE CALL
YELLOW CARD ISSUED	INTELLIGENCE LOG SUBMITTED
SEIZURE	FLY POSTING REMOVAL
FIXED PENALTY NOTICE	OPERATION CRACKDOWN REPORT
REPORT FOR SUMMONS	PENALTY CHARGE NOTICE
OTHER (Specify)	

**AGREEMENT
FOR
THE PROVISION OF A
NEIGHBOURHOOD WARDEN SCHEME**

HORSHAM DISTRICT COUNCIL

-AND-

**STEYNING PARISH COUNCIL
BRAMBER PARISH COUNCIL &
UPPER BEEDING PARISH COUNCIL**

Dated: 1 April 2019

Version 2 (28/05/19)

THIS AGREEMENT is made
BETWEEN

(1) HORSHAM DISTRICT COUNCIL AND
(Hereinafter called "The District Council")

**(2) STEYNING PARISH COUNCIL, BRAMBER PARISH COUNCIL & UPPER BEEDING
PARISH COUNCIL**
(Hereinafter called "The Parish Council cluster")

WHEREAS

The Parish Council cluster has made a request to the District Council for the provision of a Neighbourhood Warden Scheme for the Parish. The District Council has agreed to provide such services subject to the Parish Council cluster paying to the District Council the charges specified in the annual budgeting process.

Nothing in this Agreement shall be taken as fettering the discretion of the parties to this Agreement in the exercise of their statutory powers and duties. The Parties are shown above as outlined in (1) and (2).

IT IS HEREBY AGREED AND DECLARED as follows: -

1. ESTABLISHMENT

- 1.1 For the purposes of this agreement, the agreed establishment will be two full-time (37 hours per week) Neighbourhood Wardens deployed to the Parish areas of Steyning, Bramber and Upper Beeding in accordance with the shift rota determined by priorities as agreed and reviewed by the steering group. See **Appendix 1** for present shift rota as at May 2019.
- 1.2 The wardens deployed will predominately perform duties as set out in the 'Manual of Guidance' and as agreed by the steering group within the Parishes and their community but may occasionally be asked to help with an emergency in the district or, with prior notice, to help another warden service in another location to support community events. This will be a reciprocal arrangement.

2. COUNCILS' OBLIGATIONS

- 2.1 The District Council shall have absolute Operational Control over all members of its staff on a day to day basis with any significant alterations to the priority areas of work or locations agreed by the steering group.
- 2.2 The District Council will employ the wardens in accordance with the provisions of this Agreement.
- 2.3 The Parish Council cluster shall provide suitable office accommodation in one of the parish areas for the wardens, free of charge, which is both safe and appropriate for their needs in accordance with the Health & Safety at Work Act 1974. This includes lockable door, lockable storage, two desks and chairs, phone line, power, access to toilets and rest facilities. The office should be accessible out of normal office hours.

3. RECRUITMENT & TRAINING

- 3.1 The District Council will arrange for the Neighbourhood Wardens to be recruited and trained to the Council's normal standard and subject to the Horsham District Council Staff Discipline & Grievance procedures.

- 3.2 The Warden Supervisor may be able to provide limited cover for Warden duties during times of absence, including but not limited to annual leave, sickness or maternity leave. However, in the event of staff absence it may be necessary to alter shift patterns for the lone working Warden to reduce any risks associated with times of day and activity.
- 3.3 All Neighbourhood Wardens will be subject to the Horsham District Council standard terms and conditions of service.

4. UNIFORM, EQUIPMENT & TRANSPORT

- 4.1 The District Council will provide the standard Neighbourhood Warden uniform.
- 4.2 The District Council will procure a lease vehicle for warden use which will be appropriately liveried in accordance with HDC corporate branding guidelines. The lease costs will be considered by the steering group in advance of any agreements being signed.
- 4.3 The District Council will provide the following for the dedicated use of the Neighbourhood Wardens:
- Mobile telephone
 - Computer
 - Uniform
 - Miscellaneous equipment
 - Training

5. STAFFING LEVELS

- 5.1 The Neighbourhood Wardens will be employed by the District Council using the collective funding from the Parish Council cluster within this Agreement and will be deployed as shown in section 1.

6. MANAGEMENT INFORMATION

- 6.1 The District Council, through the Community Safety Unit, will attend regular Steering Group meetings with the Parish Council to discuss the operation and effectiveness of the Neighbourhood Wardens.
- 6.2 The District Council will provide a Steering Group Terms of Reference (**Appendix 2**) and Steering Group Representative Role Profile (**Appendix 3**). Within the Steering Group, a minimum quorum of 1 representative from each Parish is required to make or agree decisions about the warden scheme.
- 6.3 Each Parish Council within the cluster should provide one representative (in addition to the Clerk) to attend the Steering Group meetings acting as the conduit for information.

7. PERFORMANCE REVIEW

- 7.1 The District Council will monitor the performance of the warden service against agreed Key Performance Indicators (KPI's), on an ongoing basis which will be a feature of the steering group agenda.
- 7.2 The wardens will submit monthly reports to the Steering Group members and Clerks, to be shared with the respective Parish Councils.
- 7.3 In the event that a Parish Council is dissatisfied with the performance of the service, and that is not able to be rectified via the Steering Group, the Clerk should make contact with the Community Safety Manager.

8. FINANCIAL PROVISIONS

- 8.1 The District Council shall provide by the end of each calendar year an estimate based on current pay scales and associated costs for Neighbourhood Wardens for the following year commencing 1st April.
- 8.2 The projected costs for the financial year commencing 1st April 2019 for the service provided by two Neighbourhood Wardens based upon the most recent pay scales will be met by the Parish Council cluster. This will be held as a scheme budget by the District Council. Sickness pay, annual leave and maternity pay will all be paid from this Budget.

- 8.3 The District Council shall invoice separately each of the Parish Councils forming the cluster annually in arrears for a proportion of costs of the service, arising from this agreement. Payment must be made within 30 days of receipt of invoice.
- 8.4 The District Council will review and recharge each of the Parish Councils, by giving three months notice in writing, any additional costs in accordance with this agreement. Any financial reimbursement for budget underspends will be deducted from the following year's invoice.

9. TERMINATION

- 9.1 The Parish Council Cluster or Horsham District Council may by 4 months' notice given at any time terminate this agreement.
- 9.2 Should any individual Parish Council wish to terminate this agreement, they must do so firstly by consulting the other Parish Councils forming the cluster who in turn would need to instruct the District Council as a collective whether they wish to continue receiving the service with a new funding arrangement or terminate the overall agreement.
- 9.3 In the event of termination by the Parish Council under clause 9.1 above then:
- (i) The Parish Councils shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
 - (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the Parish Council cluster will be responsible for costs weighted in the normal funding proportions relating to:
 - (a) The reasonable costs of re-training; and/or
 - (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
 - (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.
- 9.4 The District Council may by 4 months written notice given at any time terminate this Agreement.
- 9.5 In the event of termination by the District Council under clause 9.3 above then:
- (i) The District Council shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
 - (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the District Council will be responsible for:
 - (a) The reasonable costs of re-training; and/or
 - (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
 - (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.

10. PERIOD OF AGREEMENT

- 10.1 This Agreement will be effective from 1st April 2019 for a period of three years and will terminate on 31st March 2022. Extension of the Agreement will be possible providing the District Council and the Parish Council can agree terms before 31st January 2022.

11. INDEMNITY

- 11.1 Save in respect of claims for death or personal injury arising from the District Council's negligence, in no event will the District Council be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an

Indirect or secondary consequence of any act or omission of the District Council whether such damages were reasonably foreseeable or actually foreseen.

Except as provided above in the case of personal injury, death, and damage to tangible property, the District Council's maximum liability to the Parish Council for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to, where the event is covered by the District Council's insurance policies.

All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 This Contract does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Contract. This Contract may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it.

13. HUMAN RIGHTS

- 13.1 The District Council and the Parish Council shall ensure that they perform their obligations under this agreement at all times in conformity with the provisions of the Human Rights Act 1998 and any amendment or re-enactment thereof and any regulations made thereunder.

14. EQUAL OPPORTUNITIES

- 14.1 The District Council and the Parish Council shall not unlawfully discriminate within the meaning and scope of the provision of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment. The Partners shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents and all sub-contractors employed in the execution of this Contract.

15. DISPUTES RESOLUTION

- 15.1 The Parties will use their best endeavours in good faith to resolve by agreement any dispute between them arising out of or relating to this Agreement. Such endeavours should include negotiation and, if appropriate, conciliation/ arbitration by an independent person to be agreed between the Parties, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the Parties in carrying out his duties, and may be given by agreement between the Parties the duty to recommend or approve terms of settlement between the Parties.
- 15.2 If there is any dispute between the Parties, which cannot be resolved by negotiation or conciliation under Clause 17.1, the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including Act of God, inclement weather flood, lightning or fire, the act or omission of Government, highway authorities or other competent authority, war, military operations or riot.

17. LAW

- 17.1 Unless otherwise agreed in writing between the parties this Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

18. NOTICES

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

19. AMENDMENTS

- 19.1 Any amendments to this Agreement shall be made in writing and signed by the Parties hereto.
- 19.2 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto and nothing in this Agreement shall be deemed to constitute any of the Parties hereto as agents of the other.

Appendix 2

Neighbourhood Wardens Scheme Steering Group Terms of Reference

The role and operation of the Steering Group

- Horsham District Council recruits, trains and manages teams of Neighbourhood Wardens on behalf of Parish Councils. In order to ensure parish priorities are met, current issues are discussed and plans made for the future, a Steering Group will be set up for each Scheme.
- Steering Group meetings will be held at mutually convenient intervals (but no less than once each quarter) and always in advance of local Parish Council meetings.
- The Neighbourhood Wardens will give a verbal account of their activities during each meeting including examples of good work as well as challenges encountered. This report will then be emailed to the Parish Clerk to share with full council. Copies will also be e-mailed to the Steering Group representatives.
- The Parish Council representatives sitting on the Steering Group will attend Parish Council meetings to update Councillors on the content of the report as well as being a conduit to gather information or direction from the council which will be fed back at the next Steering Group meeting, or via email if time sensitive.
- Any major operational issues which cannot be resolved through the Steering Group will be addressed by Horsham District Council's Community Safety Manager and the Parish Council Clerk.

Membership

- No more than one representatives from each Parish Council (in addition to the Clerk) will attend each meeting to represent the views of the full council, acting as intermediaries.
- Additional local organisations or individuals may be invited to attend on an ad-hoc basis if relevant to the agenda.
- Horsham District Council's Community Safety Officer will also attend Steering Group meetings as a representative of HDC scheme management.
- Local organisations should pass all issues or requests regarding the wardens to the Parish Council Steering Group representatives, who will then pass them on to the wardens, if appropriate.

Appendix 3

Neighbourhood Wardens Scheme Steering Groups Parish Council Representative Role Profile

Steering Group set-up:

- Steering Groups should consist of no more than two Parish Council representatives (in addition to the Clerk), the wardens and HDC's Community Safety Officer.
- Steering Groups should 'steer' the direction of the work of the wardens and Parish Council representatives should act as intermediaries between the council and wardens.
- Any major operational issues which cannot be resolved through the Steering Group will be addressed by Horsham District Council's Community Safety Manager and the Parish Council Clerk.

Parish Council representatives will:

- Act as representatives of the full Parish Council, reflecting the council's views and not their own.
- Be proactive and contribute fully to meetings.
- Attend Parish Council meetings to update Councillors and residents on the content of the wardens' monthly report and either answer or collect any questions and feed back to the wardens.
- Act as a conduit to gather information or direction from the council which will be fed back at the next Steering Group meeting, or via email if time sensitive.
- View themselves as working with the wardens to enable them to deliver an effective service for the Parish. Whilst they represent the Parish Council, they should have a strong interest in, and support of, the warden scheme.
- Ensure that the Parish Clerk is kept up-to-date of any key discussions or issues to enable good communication and information flow.

Partnership Agreement Signatories

SIGNED for and on behalf of **HORSHAM DISTRICT COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **STEYNING PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **BRAMBER PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **UPPER BEEDING PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

Smaller authority name:

Steyning Parish Council**NOTICE OF PUBLIC RIGHTS AND PUBLICATION
OF UNAUDITED ANNUAL GOVERNANCE &
ACCOUNTABILITY RETURN****ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2019****Local Audit and Accountability Act 2014 Sections 26 and 27
The Accounts and Audit Regulations 2015 (SI 2015/234)**

NOTICE	NOTES
1. Date of announcement Tuesday 4th June 2. Each year the smaller authority's Annual Governance and Accountability Return (AGAR) needs to be reviewed by an external auditor appointed by Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor, it is subject to change as a result of that review. Any person interested has the right to inspect and make copies of the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested. For the year ended 31 March 2019, these documents will be available on reasonable notice by application to: (b) The Clerk Steyning Parish Council Fletchers Croft, Steyning, BN44 3XZ commencing on (c) Monday 10th June 2019 and ending on (d) Friday 19th July 2019 3. Local government electors and their representatives also have: • The opportunity to question the appointed auditor about the accounting records; and • The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority. The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only. 4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is: Moore Stephens, (Ref SW/cc) Rutland House, Minerva Business Park, Lynch Wood, Peterborough PE2 6PZ 5. This announcement is made by (e) John Fullbrook, Steyning Parish Clerk	(a) Insert date of placing of the notice which must be not less than 1 day before the date in (c) below (b) Insert name, position and address/telephone number/ email address, as appropriate, of the Clerk or other person to which any person may apply to inspect the accounts (c) Insert date, which must be at least 1 day after the date of announcement in (a) above and at least 30 working days before the date appointed in (d) below (d) The inspection period between (c) and (d) must be 30 working days inclusive and must include the first 10 working days of July. (e) Insert name and position of person placing the notice – this person must be the responsible financial officer for the smaller authority

Explanation as to variances above 15% on the Accounts statement - Steyning Parish Council 2018/19

	31/03/2018 £	31/03/2019 £	Variance	Percentage variance	Explanation
1. Balance brought forward	130,095	196,618	Not applicable	Not applicable	Not applicable
2. (+) Precept or rates and Levies	244,523	248,489	3,966	2%	Not applicable
3. (+) Total other receipts	98,250	205,155	106,905	109%	Last year was a very successful one in terms of achieving successful grant applications and donations - As follows 1. Donations from Wilson memorial Trust for playground developments totalled - £75,194, 2. CI monies £6,246, 3. Crowd funding donations for welcome sign £2,700, 4. S106 monies £12,793, 5. Locality funding for Neighbourhood plan £9,000. There were several other small donations but these alone Total - £105,932.53
4. (-) Staff Receipts	110,567	121,956	11,389	10%	Not applicable
5. (-) Loan interest / capital repayments	-	-	-	0%	Not applicable
6. (-) All other payments	215,683	351,970	136,287	63%	The substantial increase in expenditure is in the main due to three play facility installations. - A renewed Childrens play area costing net £52,696 to 'Creative play', plus an Adult exercise area costing net £48,496 to the 'Great Outdoor Gym Company' and also a upgrading of a basketball court costing net £24,680 to 'Playdale'. Total of these three projects equaling net £125,872
7. (=) Balance carried forward	196,618	176,336	20,282	Not applicable	Not applicable
8. Total value of cash and short term investments	247,336	200,372	46,964	-19%	Not applicable
9. Total borrowings	2,649,115	2,649,115	-	0%	Not applicable

Section 1 – Annual Governance Statement 2018/19

We acknowledge as the members of:

Steyning Parish Council

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2019, that:

	Agreed		‘Yes’ means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		prepared its accounting statements in accordance with the Accounts and Audit Regulations.
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		has only done what it has the legal power to do and has complied with Proper Practices in doing so.
4. We provided proper opportunity during the year for the exercise of electors’ rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		during the year gave all persons interested the opportunity to inspect and ask questions about this authority’s accounts.
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		considered and documented the financial and other risks it faces and dealt with them properly.
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		responded to matters brought to its attention by internal and external audit.
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			✓

*Please provide explanations to the external auditor on a separate sheet for each ‘No’ response and describe how the authority will address the weaknesses identified. These sheets should be published with the Annual Governance Statement.

This Annual Governance Statement was approved at a meeting of the authority on:

Signed by the Chairman and Clerk of the meeting where approval was given:

and recorded as minute reference:

Chairman

Clerk

Other information required by the Transparency Codes (not part of Annual Governance Statement)

Authority web address

www.steyning.gov.uk

Section 2 – Accounting Statements 2018/19 for

Steyping Parish Council

	Year ending		Notes and guidance
	31 March 2018 £	31 March 2019 £	
1. Balances brought forward	180,095	196,618	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	244,523	248,489	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	98,250	205,155	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	110,567	121,956	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and employment expenses.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	215,683	351,970	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	196,618	176,336	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	247,336	200,372	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	2,649,115	2,649,115	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.
		✓	N B The figures in the accounting statements above do not include any Trust transactions.

I certify that for the year ended 31 March 2019 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval



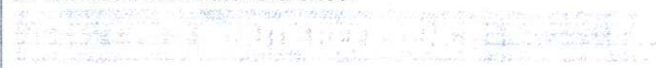
Date

4th JUNE 2019.

I confirm that these Accounting Statements were approved by this authority on this date:



as recorded in minute reference:



Signed by Chairman of the meeting where the Accounting Statements were approved