

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
together referred to as the "Cluster"

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 BPC - Rebecca Luckin
- ☐ 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, ~~Bramber~~ and Upper Beeding.

1.4 In consideration of the funding specified in Clause 4, ~~BPC~~, SPC, ~~BPC~~ and UBPC hereby agree 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 manager~~ of the Neighbourhood Wardens (the '~~Provider~~' "Manager"). Currently The Horsham District Council ("HDC") 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 Manager~~, to avoid conflicting demands. Day to day operations are the responsibility of the Manager.

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, ~~Bramber~~ and Upper Beeding.

2.2 The NWSC shall comprise at least one councillor representative (~~but not more than two~~) from each of SPC, BPC and UBPC. Meetings of the NWSC shall only be quorate where there is at least one councillor representative from each of SPC, BPC and UBPC. SPC, BPC and UBPC may separately agree to send an ~~alternate alternative~~ councillor representative or their Clerk in

the event that ~~the usual~~ any representative is unable to attend. Decisions will be made by majority vote with each council having a single vote.

- 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 (the “Service”) is to enable the people of the three Parishes to live safely and independently in their neighbourhoods and communities. The service ~~is intended to provide~~ 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 ~~the Manager 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 ~~in consultation with the Manager.~~ Such day-to-day services should complement and not conflict with the employment obligations of the ~~Provider Manager.~~

3.3 Key Performance Indicators

Key performance indicators for the Neighbourhood Wardens will be detailed and agreed by the NWSC ~~in consultation with the Manager. 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 SPC responsibilities:

- i. To contribute a total of 58.2% of the costs of the Service as defined in clause 8 of the complimentary agreement between the Cluster and HDC for the term of this agreement.
- ii. On receipt of any additional invoice from ~~Horsham District Council~~ HDC, 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.

4.2 BPC Responsibilities:

- i. To contribute a total of 9.1% of the costs of the Service as defined in clause 8 of the complimentary agreement between the Cluster and HDC for the term of this agreement.
- ii. On receipt of any additional invoice from ~~Horsham District Council~~ HDC, 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~~ HDC's standard terms and conditions of payment.

4.3 UBPC Responsibilities:

- i. To contribute a total of 32.7% of the costs of the Service as defined in clause 8 of the complimentary agreement between the Cluster and HDC for the term of this agreement.
- ii. On receipt of any additional invoice from ~~Horsham District Council~~ HDC, 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
- ☐ 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) ~~subject only to the termination provisions at 7 below.~~

~~**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 Whereas under the separate but complimentary agreement between The Parish Council Cluster ~~or and~~ Horsham District Council ~~either of those parties~~ 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 ~~give not less than two month's notice in writing to the other two councils requiring that each of them must before or at expiry of those two months give four months' notice of termination to HDC. In default of either of the other councils giving that notice then the defaulting council(s) must fully and effectively indemnify the council(s) giving notice for all costs and liabilities under the remaining term of the complimentary agreement, including under any necessary apportionment of any amounts paid in advance.~~

~~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:	John Fullbroo
	Position:	Parish Clerk
	Date:	
	For & on behalf of the Steyning Parish Council	

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