

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

HORSHAM DISTRICT COUNCIL

-AND-

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

Dated:

Version 3 (02/07/19)

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. HORSHAM DISTRICT 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 provide performance information concerning the Warden scheme in the form of Key Performance Indicators (KPI's) (**Appendix 4**), which will be presented as part of the monthly warden report and will be monitored by the Steering Group.
- 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 the matter cannot be resolved in the Steering Group meeting, the Clerk/s should make contact with the Community Safety Manager putting these concerns in writing.
- 7.4 Any performance concerns will be dealt with by HDC using their performance management process and the issue will be reviewed as part of future Steering group meetings until the matter is rectified.
- 7.5 Following a reasonable length of time to allow the matter to be managed, should the Parish Council cluster remain unhappy with warden performance and wish to terminate the warden agreement on the grounds of poor performance, clause 9.3 will apply.

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 that the Parish Council cluster wishes to terminate the Warden agreement on the grounds of performance which has not been able to be satisfactorily rectified in accordance with section 7, then points a, b and c of clause 9.4 below will not apply and instead these costs will be met by Horsham District Council.
- 9.4 In the event of termination by the Parish Council Cluster 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.
- 9.5 The District Council may by 4 months written notice given at any time terminate this Agreement.
- 9.6 In the event of termination by the District Council under clause 9.3 above then:
 - (iii) The District Council shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
 - (iv) 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:
 - (d) The reasonable costs of re-training; and/or

- (e) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
- (f) 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. LIABILITY

- 11.1 Nothing in this Agreement shall limit or exclude any party's liability for:
- (i) death or personal injury caused by negligence; or
 - (ii) fraud or fraudulent misrepresentation.
- 11.2 Subject to Clause 11.1:
- (a) No party to this Agreement shall be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;
 - (b) the District Council's total liability to the Parish Councils comprising the Parish Council Cluster, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the greater of:
 - (i) the sum recoverable via the District Council's relevant insurance policies, where applicable; or
 - (ii) the total annual charges (calculated by reference to the charges in successive 12-month periods from the date of this agreement) paid or payable by the Parish Councils comprising the Parish Council Cluster under this Agreement;
 - (c) Each Parish Council's total liability to the District Council whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of:
 - (i) the sum recoverable by the Parish Council's relevant insurance policies, where applicable; or
 - (ii) 100% of the total charges paid by the Parish Council under this Agreement.
- 11.3 Notwithstanding Clause 11.2(a), the losses for which the District Council assumes responsibility and which shall (subject to Clause 11.2(b) and Clause 16.1 (Force Majeure)) be recoverable by the Parish Councils comprising the Parish Council Cluster include the sums paid by each of the Parish Councils to the District Council pursuant to this agreement, in respect of any services which the District Council acknowledges it has not, or is unable to, provide in accordance with the terms of this Agreement.

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. DATA PROTECTION AND FREEDOM OF INFORMATION

- 17.1 The District Council and Parish Council Cluster acknowledge that:

- (a) The District Council is obliged to comply with the provisions of Section 100 of the Local Government Act 1972 and Section 1(1) of the FOIA (the "Information Acts"), meaning that any person has a right to request information relating to the provisions of this Agreement (the "Information") from the District Council ;
- (b) The District Council has a duty to communicate the Information to the individual making the request; and
- (c) the Parish Council Cluster shall assist and co-operate with the District Council in complying with its obligations under the Information Acts, but shall not disclose any Information to any individual under the provisions of the Information Acts without first obtaining the prior written consent of the District Council.

- 17.2 The following sub-clauses shall apply to all parties of this Agreement:

- (a) The Parties shall take account of the code of practice on the discharge of the functions of public authorities under Part 1 of the FOIA made pursuant to section 45 of the Act.
- (b) Where a Party receives a request for Information in writing and that Information is held by the other on behalf of the party in receipt of the request the party holding the Information on behalf of the other shall

- promptly provide the party in receipt of the request with such information as is necessary to enable it to comply or consider the request.
- (c) For the purposes of sub-clause 17.2(b) "in writing" shall also include any request for information where the text of the request is (i) transmitted by electronic means (ii) is received in legible form, and (iii) is capable of being used for subsequent reference.
 - (d) Unless it is clear that no exemption applies under the FOIA a Party shall notify the other(s) within 24 hours of any requirement arising as a result of the FOIA whereby it may be compelled to disclose information provided to it by the other Party and shall consult with it as to whether such information should be disclosed.
 - (e) Sub-clause 17.2(d) shall not apply where the Party which has been provided information by the other does not intend to disclose such information.

17.3 In the event that the parties agree to share personal data (as defined in the General Data Protection Regulation (2016/679) relating to the performance of the obligations under this Agreement during the course of this Agreement, the parties hereby agree to enter into a separate data sharing agreement prior to the commencement of the sharing of personal data.

18. LAW

18.1 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.

19. NOTICES

19.1 Notices to be served on either party shall be in writing.

19.2 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.

20. AMENDMENTS

20.1 Any amendments to this Agreement shall be made in writing and signed by the Parties hereto.

20.2 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.

Appendix 4 – Key Performance Indicators (Master List)

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	
COMMUNITY REASSURANCE	
FOOT PATROL HOURS	VEHICLE PATROL HOURS
ELDERLY / VULNERABLE VISITS	CLUB / ORGANISATION SUPPORT
COMMUNITY EVENT SUPPORT	SIGNPOSTING OUTCOMES
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

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)