

Chichester District Community Warden Scheme Partnership

Memorandum of Understanding

This Memorandum of Understanding is made the 1st April 2018

between:

- (1) **CHICHESTER DISTRICT COUNCIL** of East Pallant House East Pallant Chichester, PO19 1TY (referred to in this document as “CDC”)
- (2) **AFFINITYSUTTON** of Maple House, 157-159 Masons Hill, Bromley, Kent, BR2 9HY; and
- (3) **CHICHESTER CITY COUNCIL** of The Council House, North Street, Chichester, PO19 1LQ; and
- (4) **EARNLEY PARISH COUNCIL** c/o the Parish Clerk, 1 Charlmead, East Wittering, Chichester, PO20 8DN
- (5) **EAST WITTERING and BRACKLESHAM PARISH COUNCIL** of 12 Wittering Walk, The Parade, East Wittering, PO20 8RR; and
- (6) **FIRE and RESCUE SERVICE** of County Hall, West Street Chichester, PO19 1RQ; and
- (7) **HOMEGROUP** of 2 Gosforth Park Way, Gosforth Business Park, Gosforth, Newcastle upon Tyne, NE12 8ET; and
- (8) **HYDEMARTLET** of Martlet House, Southern Gate, Chichester, PO19 8SG; and
- (9) **OVING PARISH COUNCIL** c/o the Parish Clerk, Orchard Barn, Colworth, Chichester. PO20 2DS
- (10) **SELSEY TOWN COUNCIL** of 55 High Street, Selsey PO20 0RB; and
- (11) **TANGMERE PARISH COUNCIL** c/o Tangmere Village Centre, Malcolm Road, Tangmere, PO20 2HS; and
- (12) **WEST WITTERING PARISH COUNCIL** c/o the Parish Clerk, Red House, 100 Middleton Road, Middleton on Sea, Bognor Regis, PO22 6DL;

(together referred to in this document as “the Partners”)

Introduction

This document is intended to provide a record of the commitments made between the Partners who support the Chichester District Community Warden Scheme. It sets out the expectations that Partners may have of the scheme and that collectively the scheme Partners may have of the individual Partners.

By signing this document Partners acknowledge the goals of the Scheme as set out herein and commit to working within the framework of expectations towards achieving the outcomes of the scheme and individual contributions of the Partners.

These commitments are based on established ways of working within the scheme which has operated since 2005 and the agreement in principle of the Chichester District Community Warden Steering Group at its meeting in January 2013 and has been subject to review in January 2018

The agreement relates to operation of the Community warden Scheme in the three financial years 2018/19 to 2020/21 and is therefore effective from 1/4/18 to 31/3/21.

Purpose of the Scheme

Community Wardens are a resource for the community. Their mission is to improve the quality of life for all those people who live, work in or visit their patrol areas in ways which reflect local priorities and are acceptable to residents and Partners, and promote the empowerment and participation of individuals and communities, particularly those that are traditionally marginalised or excluded.

Role of the Community Wardens

- Community development and encouraging and increasing community involvement
- Dealing with environmental issues (e.g. graffiti, litter, dumping, abandoned cars, dog fouling etc.) within the area by working with appropriate agencies
- Working with the police, police community support officers (PCSOs) and local communities to reduce crime, anti-social behaviour and fear of crime in the area including providing intelligence and evidence to the police and acting as a professional witnesses

Means of working and limitations on the role

- Wardens will be based in the geographic area to which they are assigned and work from a community base as close to that area as can be arranged
- They will work a flexible pattern of shifts including evenings (up to 10pm) and weekends. Where there are more than one warden in an area they may spend part of they week working together but also do some lone working so that they can provide seven day per week cover. Although they will have an agreed forward shift pattern, they may adjust shift times with the agreement of the Supervisor to be flexible and meet local requirements.
- They will undertake regular high visibility, reassuring patrolling on foot or bike and will aim to spend 80% of their working time out in the community.

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- They will have mobile phones switched on whilst on duty and respond to calls from the public or other agencies. They will have email accounts and a telephone messaging capability which they will monitor and respond to regularly.
- Wardens will work closely with police, PCSOs, local councillors, community groups, RSLs and residents
- They will take a problem solving approach to identified or reported issues and work closely with agencies and the community to resolve or improve those issues.
- They will seek to identify and may regularly visit people in the community who may be elderly, vulnerable and isolated in order to find ways of providing longer term sustainable support.

Relationship with Partners

- Wardens will work with Partners and the community to identify, develop and support community based projects and initiatives which help to improve the local quality of life.
- Wardens will develop an annual plan of action for their area in consultation with Partners.
- Partners will be given copies of their rotas and, where possible notified of any significant changes to their duties.
- Wardens will keep regular contact with the nominated single point of contact (SPOC) for the Warden Scheme Partners in their area, and will provide written and or verbal reports at partner meetings as required by the Partners.

Limitations of the role

- Wardens do not have any enforcement powers. They may make preliminary investigations of what appear to be breaches of the law and report those to the appropriate authority and provide statements of their observations and actions e.g. fly-tipping or dog fouling.
- Wardens must not get involved in violent incidents
- Wardens must not act as an employee of the partner or discharge specific functions which are the responsibility of the Partners.

Management of the Scheme

- CDC will provide a manager to oversee the running of the Community Warden scheme and provide a dedicated Supervisor who will manage the operational and daily running of the scheme.
- As employer of the wardens, CDC will take decisions which relate solely to personnel management but will keep Partners informed of any significant issues.
- Where sickness or leave occur the Supervisor will seek to provide some level of cover to the affected area and cover key commitments but cannot maintain the normal level of patrol cover that would have been expected.
- Where staffing levels cannot be maintained for any significant period (over 3 months) then a discount for the affected partners on the following years contribution proportionate to the level of cover supplied will be considered.

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- The Community Warden Scheme Steering Group will be open to all contributing Partners (whether cash or in kind) who will provide the strategic steer and challenge to the performance of the scheme. The Steering Group will meet at regular intervals to receive reports from the Manager and Supervisor, monitor performance, and, agree and monitor the budget. It will be quorate with four Partners present including CDC and be able to agree decision of policy and direction affecting the whole scheme. It is proposed that it meets twice a year – 1) in April to review the end of year budget reconciliation and the new year business plan; 2) and in November to update on the work of the service and propose the budget for the forthcoming year. Minutes will be communicated to all Partners within four weeks. Decisions affecting a specific beat areas will be taken with the directly affected Partners.

Funding

The arrangements for funding are based on the recognition of the need for a commitment to a three year funding cycle in order to;- support the long term security of the scheme, aid business and project planning and give clear contractual arrangements which assist with the retention of staff.

- The costs of the scheme to the Partners are the full costs of employing the Community Wardens, including salary, National Insurance and Pensions costs, their uniform, equipment and vehicles including the usual maintenance of such items.
- Chichester District Council (CDC) has committed that it will host and manage the scheme for which it makes no charge; it will fully fund the Community Warden Supervisor salary costs and pay 50% of the costs of the Community Wardens.
- The expectation of the level of contribution of the Partners within a specific geographic warden patrol area is that collectively they will pay 50% of the costs of the number of wardens in that area.
- It is proposed that we build in some resilience to the budget by agreeing an annual review to consider an uplift of contributions in line with inflation/ retail price index (RPI)
- A financial reserve of year end surplus monies that accrued in the earlier years of the scheme will be held by CDC as a financial provision for redundancy payments should the scheme cease; a reserve against any unexpected costs, or where absolutely necessary to fill a short term shortfall in income to the scheme. Any use of reserves should be agreed by the Steering Group members.
- A budget requirement and a contribution requirement will be prepared by CDC scheme manager and presented to the Steering group for approval before the new financial year in each year of this agreement.
- In order to aid financial planning funding Partners will be required to give notice at least six months in advance of a decision to reduce or cease funding.
- All Partners should assist in finding new and additional sources of sustainable funding for both the core costs of the scheme and the cost of project work which benefits the local area.

Commitment of Partners

As a partner to and beneficiary of the Community Warden Scheme you are required on behalf of all the other Partners to give a commitment to work towards the long term sustainability and success of the scheme, and specifically to :-

- Give a stable financial and/or 'in kind' commitment to provide funding for the warden/s in your area/s for three years, where necessary renewable annually.
- Agree to give at least 6 months' notice of an intention to reduce or withdraw funding or in kind support from the scheme.
- Nominate a single point of contact (SPOC) or specify a preferred reporting mechanism by which to keep regular contact with, and receive update reports from the local warden/s.
- Have an active involvement in monitoring the scheme, assisting in providing a strategic steer through regular attendance at or contribution to the Steering Group meetings.
- Engage with the local warden, community and scheme manager/s to consult on and identify suitable local priorities for short and longer term attention from the warden as part of the beat are plan.
- Provide active support and positive promotion for the Warden Role e.g. raising community awareness of their role in newsletters, web links etc.
- Provide information to the wardens about local events and share information, including having arrangements to share sensitive information where appropriate, of issues or concerns reported to them by residents.
- Direct any concerns about performance of the scheme or an individual warden to the Scheme Supervisor or Manager at an early stage and work with the manager to achieve a mutually agreed resolution.
- Where a matter of dispute is not able to be resolved with the Scheme Supervisor or Manager to refer it to the Assistant Director or Director of Communities for consideration.

Declaration of commitment

We, the undersigned, agree that this document sets out a fair representation of the purpose and intent of the Chichester District Community Warden Scheme; that it represents the outcomes and service that we want to see achieved in our area and that our execution of this document is a declaration of our support for the scheme and a commitment to the code of conduct and standards expected of Partners as set out above.

Signed

A handwritten signature in black ink, appearing to read 'P Bushby', written in a cursive style.

Name: Pam Bushby Divisional Manager Communities

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On behalf of ---CHICHESTER DISTRICT COUNCIL-----

Signed ----- Name -----

On behalf of -----

Signed ----- Name -----

On behalf of -----

Signed ----- Name -----

On behalf of -----