



PO Box 276
Lee-on-the-Solent
Hampshire, PO12 9FR

24 July 2015

NOTICE OF MEETING

Allbrook and North Boyatt Parish Council
7:00 pm, Wednesday, 29 July 2015
Crestwood School, Shakespeare Road, Eastleigh

TO: Councillor Mrs Maureen A Sollitt (Chairman)
Councillor Mrs Kathleen Symonds (Vice-Chairman)
Councillor Sarah Bain
Councillor David Betts
Councillor Mary Freemantle
Councillor Carmen Barham
Councillor Brian Carney
Councillor Keith Trenchard

Parish Clerk: Amy Thorne, Parish Clerk, allbrookparishcouncil@gmail.com

Members of the public are invited to speak on general items at the start of the meeting, this session will last for 15 minutes and is at the discretion of the Chair. To register please contact the Parish Clerk.

AGENDA

1. Apologies
2. Declarations of Interest
3. Minutes (Pages 1 - 2)
4. PCSO Contract and Update (Pages 3 - 10)

Members are asked to consider the PCSO contract between the Parish Council and the Police and update from the local PCSO will be given.

5. Allotment Update - Linda Greenslade
 - (a) Site Rep Minutes to be noted
 - (b) Allotment Financial Requests
£200 for a shed at Lincoln's Rise to store the mower and strimmer;

£185 (approx) to hire a skip at Broomhill to get rid of rubbish left from a tenant served Notice to Quit.

£648 to remove dead branches from a tree at Broomhill. This is essential as the Parish Council will be liable if a branch falls and hits someone.

- (c) Appointment of a second Councillor Representative to the Allotment Site Reps Meeting

6. Matters Arising

- Boundary Commission Review of Eastleigh and Hampshire
- Pedestrians in Road Sign and Speed Limit Reminder Signs
- Audit update
- Email addresses/business cards
- PO Box address

7. Finance Matters

- (a) Budget Monitoring
- (b) Clerks Salary and Expenses (Pages 11 - 12)
- (c) Allotment Officer Salary and Expenses (Pages 13 - 14)
- (d) Expenditure Report (Pages 15 - 16)

8. Date of Next Meeting - Wednesday 30 September 2015

**MINUTES OF THE MEETING OF ALLBROOK AND NORTH BOYATT
PARISH COUNCIL
HELD ON TUESDAY, 30 JUNE 2015
AT CRESTWOOD SCHOOL
(6:00 pm - 6:10 pm)**

PRESENT: Councillor Mrs Sollitt (Chair); Councillors Bain and Freemantle

Apologies for absence were received from Councillors Symonds, Barham, Betts, Carney and Trenchard

1. DECLARATIONS OF INTEREST

There were no declarations of interest in relation to items of business on the agenda.

2. ANNUAL RETURN AND GOVERNANCE STATEMENT

Members were asked to agree the Annual Return and Governance Statement as supplied by the Parish Clerk and signed off by the internal auditors, in accordance with legislation and in preparation for the external audit on 24 July 2015.

RESOLVED –

That the Annual return and Governance Statement be signed by the Chair as a correct record of accounts for the year 2014/15.

3. DATE OF NEXT MEETING - WEDNESDAY 29 JULY 2015 AT CRESTWOOD SCHOOL

It was confirmed that the next meeting would be held on Wednesday 29 July at 7pm in Crestwood School.

M5562

These Minutes are in draft format until they are signed by the Parish Council as a correct record.

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Date

July 2015

HAMPSHIRE CONSTABULARY

And

Allbrook and North Boyatt Parish Council

Agreement for the provision of
Community Support Officer



THIS AGREEMENT is made on the day of July 2015 BETWEEN

- a) HAMPSHIRE CONSTABULARY of Police Headquarters, West Hill, Winchester, Hampshire SO22 5DB (“the police”); and
- b) Allbrook and North Boyatt Parish Council care of PO Box 1724, Southampton, Hampshire SO189HX (the ‘Council’)

NOW IT IS AGREED as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

- 1.1 “The Area” means the Local Government Parish of Allbrook and North Boyatt
- 1.2 “Council” means the Local Authority given in b) above
- 1.3 “Commencement Date” means the commencement date specified in clause 2.1
- 1.4 “Community Support Officer” means Community Support Officer as defined by, and having the powers set out at, Schedule 4, Part 1 of the Police Reform Act 2002, who will be fully equipped as a Police Community Support Officer and shall make his/her patrols in full police uniform unless there is a specific reason why uniform should not be used.
- 1.5 “Fee” means one third of the pro rata sum of £7250 per annum per Community Support Officer for the first year until determined by either party as herein provided in clause 2.1.
- 1.6 “Parties” means the parties to this Agreement.
- 1.7 “Term” means the term specified in Clause 2.
- 1.8 “Duty Time” means total work time, ie. 37 hours per week

WHEREAS

The council has requested the Police to provide the equivalent of **one third** of a Community Support Officer to patrol the Area defined in 1.1 above and the Police have agreed to provide such services subject to the payment of the Fee.

It is hereby agreed and declared by the Parties as follows.

2 Commencement and Term

- 2.1 This Agreement starts on 1 April 2015 (“the Commencement Date”) and shall remain in force for one year until 31 March 2016 (“the Term”) unless it is terminated in accordance with Clause 5 herein.
- 2.2 The Term may be extended by agreement between the Parties in additional 12 months increments and if so extended, the terms and conditions of this Agreement shall apply for the extended period of the Agreement unless otherwise agreed, and there shall be appropriate revision of the Fee, which shall be payable as given in Clause 4.1 herein.

3 The Police Obligations

- 3.1 The Police shall make the Community Support Officer(s) available for visible patrol in the area for a minimum of 80% of their duty time averaged over a quarter.
- 3.2 The Police shall retain full operational control of the Community Support Officer; a Community Support Officer subject to local funding will be deployed to the Area and would not be moved from the Area unless there was an extraordinary policing demand.
- 3.3 The Police shall reserve the right to substitute a suitable qualified and experienced individual if the designated Community Support Officer is incapacitated or otherwise unavailable for an unreasonable period of time, except annual leave days, to provide the services under this Agreement.
- 3.4 The Police shall provide uniform and other ancillary operational equipment necessary to undertake the role of Community Support Officer.
- 3.5 If due to Clause 3.2 above the Community Support Officer is assigned to duties outside the Area the Police will provide a written management report on each and every occasion to the Council.

4 The Council Obligations

- 4.1 The Council using powers granted in the Local Government Act 2000, Section 2 (promotion of well-being) shall pay to the Police the Fee for a 37 hour week, such sum to be paid in advance in equal increment at six monthly intervals starting on the Commencement Date unless otherwise agreed in writing and that by further written agreement the first payment may be aggregated with the second payment.
- 4.2 The council shall have no action or remedy against the Police, under this Agreement or otherwise, should the community Support Officer be required to undertake operational duties away from the Area at any time during the Term of the Agreement in circumstances as described in 3.2 above.

4.3 The Council shall where possible provide suitable accommodation for the Community Support Officer, including a desk and seating.

4.4 The Council will provide information and local community intelligence to the Police to assist in the deployment of the Community Support Officers.

5. Termination

5.1 The Police may, by written notice, terminate this Agreement or suspect the performance of all or any of its obligations under it immediately and without liability for compensation or damages if the Council:

5.1.1 Fails to pay the Fee at the time due, or

5.1.2 Is guilty of any criminal act or is investigated as to a possible criminal act relating to the Community Support Officer(s) which brings the Police into disrepute or which in the Police's reasonable opinion is prejudicial to its interests

5.2 The Council may terminate this Agreement due to unsatisfactory performance or the Community Support Officer(s) after giving the Police not less than two months written notice of termination on these grounds.

5.3 Where the Council terminates this Agreement pursuant to Clause 5.2m they shall receive a refund of the Fee at a pro-rata rate for all complete months of the term remaining from the date of serving the notice unless the Council withdraws said termination prior to expiration.

5.4 Either party may terminate this Agreement by giving the other party not less than one month's written notice of termination.

5.5 Where the Council terminates this Agreement pursuant to Clause 5.4, they shall receive no refund of the Fee.

5.6 Where the Police terminate this Agreement pursuant to Clause 5.4, they shall pay to the Council a refund of the fee at a pro-rata rate for all complete months of the Term remaining at the time of termination.

6. Staff Retention

6.1 Neither Party shall any time after the termination of this Agreement make any representation to any person that it is interested in or employed by or in any way connected with the other party to this Agreement within a period of 12 months from the termination unless agreed in writing by both parties.

7. No Waiver

7.1 A failure of one party to this Agreement to require the other party to carry out an obligation shall not be a waiver of that obligation and shall not prejudice any rights under this Agreement.

8. Entire Understanding

8.1 This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, expressed or implied other than those contained in this Agreement.

9. Variation

9.1 No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

10. Law and Jurisdiction

10.1 This Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

11. Notices

11.1 Any notice given under this Agreement shall be in writing and may be served:

11.1.1 by registered or recorded delivery mail;

11.1.2 by telex or facsimile transmission; or

11.1.3 by any other means which any party specifies by notice to the other.

11.2 Each party's address for the service of notice shall be the address set out above or such other address as is specified by notice to the other.

12. Forces Majeure

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

13. Interpretation

13.1 In this Agreement

13.1.1 Shall where the context so requires or permits include any other words expressed in any gender;

13.1.2 Words expressed in the singular shall where the context so requires or permits include the plural;

13.2 References in this Agreement to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether:

13.2.1 Direct or indirect;

13.2.2 On its own account; or

13.2.3 For or through any other person; and

13.2.4 Those which it permits or suffers to be done or not done by any other person.

13.3 The effect of all obligations affecting the Council under this Agreement is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this Agreement an express limitation or modification.

14. Co-ordination

14.1 The Community Support Officer will maintain regular liaison with the Parish Clerk, which may include attendance at Parish Council meetings.

14.2 A quarterly coordination meeting or as otherwise mutually agreed between the parties may be held to review progress, monitor facilities, evaluate communications and report on out of area activities.

14.3 A quarterly coordination meeting or as otherwise mutually agreed between the parties may be held to:

14.3.1 review progress, monitor facilities and evaluate communication;

14.3.2 report on the main activities of the Community Support Officer(s), the currently identified hotspots and target plans for the next quarter;

14.3.3 Give overall details of successful operations and achievements in a form suitable for public consumption for each Area;

14.3.4 Identify all occasions where a Community Support Officer was on duty other than The Area, to include reason and duration, and time spent in training. It is noted that some Areas may have been made joint by mutual agreement.

14.4 Each Council will have one representative on the Co-ordination committee. In addition the relevant Cabinet member of Eastleigh Borough Council will be a member to

assist coordination. Police membership will consist of the Chief Inspector for Eastleigh and two other Officers as considered appropriate for the meeting.

SIGNED as a DEED on behalf of)
Hampshire Constabulary)
Chief Inspector Simon Tribe)

SIGNED as a DEED at the direction and)
on behalf of Allbrook and North Boyatt)
Parish Council)

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Agenda Item 7b

ALLBROOK AND NORTH BOYATT PARISH COUNCIL - 29 July 2015
CLERK'S SALARY AND EXPENSES - 2015/16 QUARTER 2

| | <i>Gross</i> | <i>Tax</i> | <i>Net</i> | <i>Total</i> |
|---|--------------|------------|------------|--------------|
| Salary (£4118.40 pa) | £343.20 | £67.20 | £276.00 | £268.61 |
| Paid via EBC payroll on a monthly basis | | | | |
| Office allowance (£125 pa) | £31.25 | £0.00 | £31.25 | £31.25 |
| Broadband allowance (£50pa) | £12.50 | £0.00 | £12.50 | £12.50 |

Expenses:

| | | | | |
|--------------------------|--|--|--|--------|
| Phone bill Jul, Aug, Sep | | | | £30.00 |
|--------------------------|--|--|--|--------|

Travel:

(VAT element 1.167p/mile)

£73.75

Signed

Date

Signed

Date

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Agenda Item 7c

ALLBROOK AND NORTH BOYATT PARISH COUNCIL - 26 NOVEMBER 2014
ALLOTMENT OFFICER SALARY AND EXPENSES - 2015/16 QUARTER 2

| | <i>Gross</i> | <i>Tax</i> | <i>Net</i> | <i>Total</i> |
|---|--------------|------------|------------|--------------|
| Salary (£1,319.28 pa) | £329.82 | £0.00 | £329.82 | £329.82 |
| Paid via EBC payroll on a monthly basis | | | | |
| Office allowance (£125 pa) | £31.25 | £0.00 | £31.25 | £31.25 |
| Telephone allowance (£100pa) | £25.00 | £0.00 | £25.00 | £25.00 |
| Computer allowance (£125pa) | £31.25 | £0.00 | £31.25 | £31.25 |

Expenses:

| | | | | |
|------------|--|--|--|---------|
| Stamps | | | | £108.00 |
| Stationery | | | | £32.51 |

Travel:

NONE
(VAT element 1.167p/mile)

£228.01

Signed

Date

Signed

Date

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ALLBROOK AND NORTH BOYATT PARISH COUNCIL
29 JULY 2015
FINANCIAL REPORT

Chqs for Approval - Parish Account

| | | |
|-----|---|-------------------|
| 242 | Eastleigh Borough Council May Wages | £ 464.16 |
| 243 | N Exelby LR Allotment Expenses | £ 228.17 |
| 244 | Hampshire County Council Room Hire at Crestwood | £ 75.00 |
| 245 | D Taylor Accountancy fees | £ 150.00 |
| 246 | Fair Account Auditors fees | £ 275.00 |
| 247 | HALC Subscription fees | £ 412.00 |
| 248 | L Greenslade Office Allowance | £ 228.01 |
| 249 | Community First Insurance | £ 693.85 |
| 250 | Eastleigh Borough Council June Wages | £ 464.16 |
| 251 | Eastleigh Borough Council July Wages | £ 527.60 |
| 252 | A Thorne Office Allowance | £ 73.75 |
| 253 | D Ward Allotment Expenses | £ 77.36 |
| 254 | Eastleigh Borough Council <i>Newsletter Printing</i> | £ 120.00 |
| 255 | Mobile Mini UK Ltd Container Hire Jul-Sep | £ 78.16 |
| | Total: | £ 3,867.22 |

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