

Epsom & Ewell Crime and Disorder Reduction Partnership

Terms of Reference

1. Vision

- 1.1 The vision for Epsom and Ewell CDRP is the creation of a safe borough through the reduction of crime, disorder and anti-social behaviour and substance misuse; improving the visual appearance of the environment; reducing the fear of crime and providing greater reassurance for all those who live and work in the borough.

2. Objectives

- 2.1 To discharge the statutory responsibility of the Borough's Crime & Disorder Reduction Partnership, and for that purpose:
- To act jointly to seek to reduce crime and disorder in the Borough
 - To develop and co-ordinate the activities of the partners in implementing the Community Safety Strategy / Partnership Plan
 - To assist and enable the responsible authorities to exercise their functions under section 17 of the Crime and Disorder Act 1998
 - To make decisions about priorities, programs, initiatives and the allocation of resources
- 2.2 Objectives and actions to deliver the vision will be set and reviewed annually.

3. Membership

- 3.1 The following partners are statutory members of Epsom and Ewell CDRP:

- Surrey Police
- Surrey Police Authority
- Epsom & Ewell Borough Council
- Surrey County Council
- Surrey Fire Authority
- Surrey Primary Care Trust (NHS Surrey)
- Surrey

Probation

- 3.2 The partnership is formed by statutory agencies named in legislation. Termination of these arrangements will be by a change in legislation.

- 3.3 Other non-statutory members of the CDRP include:

- Rosebery Housing Association
- DAAT
- Youth Development Service, Surrey County Council
- Other Registered Social Landlords
- Business sector

- 3.4 Representatives of other partners agencies may attend by invitation, as and when appropriate.

- 3.5 Members of the Partnership shall be of sufficient seniority to commit, both themselves and their organisations, to attend meetings of the Partnership, to ensure continuity, and participate in and contribute to such work programmes as the Partnership decide.
- 3.6 Members of the CDRP shall, wherever possible, nominate a named substitute to attend meetings and/or conduct Partnership business when the Member is unable to do so. Substitutes shall be fully briefed and empowered to act for and on behalf of the Member.
- 3.7 Members may invite / be supported by other staff/officers from their organisations for specific items if required, subject to the Chairman's agreement.

4. Action Groups

- 4.1 The CDRP can appoint or form other sub-groups or action groups and delegate authority for action relating to a particular aspect of its work. These groups must report back directly to the full CDRP.

5. Chairing

- 5.1 The CDRP will appoint a Chair (and a Vice Chair to act as deputy).
- 5.2 The key functions of the Chair (and Vice Chair) will be to ensure that:
- The CDRP reaches clear decisions, and that effective actions result from agenda items;
 - Each member of the CDRP has clear responsibilities in relation to the delivery of the Partnership Plan;
 - There are clear lines of accountability within the CDRP and back to individual partner agencies;
 - The CDRP meets its statutory requirements and can further demonstrate the Hallmarks of an Effective Partnership;
 - There are strong and effective links with the Local Strategic Partnership, the Surrey Safer & Stronger Communities Partnership Board (SSCPB) and with local partnerships;
 - The CDRP priorities are fed into Local Area Agreements
 - The CDRP actively manages performance, understands current performance, sets robust delivery targets and monitors and evaluates results;
 - The CDRP engages appropriately with the community, for example, communicating its activities and decisions in an accessible manner.
- 5.3 The Chair (and Vice Chair) shall be elected for three years and will act as the lead spokes people for the Partnership. It is the agency that is elected to the Chair or vice Chair and not the person; so if there is a change in post, the replacement will be automatically appointed to the position on the Board that their predecessor held.
- 5.4 Subject to the above, should the Chair vacate the position outside of the elected period, the Vice Chair will be offered the position in the first instance. If they choose not to accept this position s/he can still remain as the Vice Chair for the remainder of their term if they wish. In this instance the CDRP would be required to elect a replacement from the current membership. Anyone (including the Vice Chair) taking the Chair's role under these circumstances will stay in the position for the remainder of

- the vacating Chair's term only.
- 5.5 Subject to the above, should the Vice Chair vacate his/her position outside of the elected period, the CDRP would be required to elect a replacement from the current membership. Anyone taking this position will remain in the position for the remainder of the vacating Vice Chair's term only.
- 5.6 If a member of the CDRP decides to give a 'vote of no confidence' about either the Chair or the Vice Chair they must formally request that a motion is put forward to undertake a secret ballot of the CDRP. The majority outcome being the deciding factor in the matter and the decision will be recorded within the minutes of the appropriate meeting. Should a 'vote of no confidence' go through about either, the Chair or the Vice Chair – they will be asked to step down immediately and a replacement duly elected in accordance with the above. It will be at the discretion of the CDRP during the ballot whether the person being asked to step down is invited to remain as a CDRP member.
- 6. Roles and responsibilities**
- 6.1 Role description of CDRP members:
- To represent their organisation at CDRP meetings;
 - To communicate and gain support for CDRP priorities identified;
 - To prepare for CDRP meetings and identify ways in which their organisation can contribute to the agenda items;
 - To be aware of and respond in a timely manner to communications outside of quarterly CDRP meetings;
 - Raise issues to be considered by the CDRP; and
 - To "champion" individual areas of work of the Partnership Plan.
- 7. Partnership Plan**
- 7.1 The CDRP will produce a Partnership Plan to tackle key crime and disorder priorities identified in the Strategic Assessment. This plan will be prepared by for ratification by the 'Strategy Group' and will be revised annually.
- 7.2 The Partnership Plan will outline how each of the partners will support the delivery of the priorities including the resources that will be needed.
- 7.3 The Partnership Plan will contain information on how the partner's performance will be measured and reported back to the wider community.
- 7.4 A summary of the Plan will be produced and will be made available on the partnership web site.
- 7.5 The CDRP will ensure that the partnership plan incorporates any current requirements in relation to National Targets and indicators.
- 7.6 The delivery of the Partnership Plan will be managed via the JAG.

8. Resources

8.1 The CDRP will identify resources to enable it to deliver on the actions identified within the Partnership Plan on an annual basis.

8.2 Each year the CDRP will undertake a risk assessment of the capacity of the Partnership to deliver the agreed priorities. Part of this assessment will include identifying how additional resources might be ascertained; for instance, application for growth bids for funding or staffing, or in light of reducing resources how delivery might be continued in other ways, for example, cross borough working and collaboration.

9 Risk management

9.1 The potential for failing to deliver on the Partnership Plan is increased if the Board does not manage the following risks:

- Lack of sufficient partnership funding support
- Failure to retain partnership posts
- Liability in relation to the data protection legislation
- Lack of partnership commitment
- Failure to meet the equality and diversity obligations

9.2 The above risks will be reviewed as part of an annual health-check of this Partnership Agreement.

10. Meetings

10.1 Public attendance

10.1.1 Normal meetings of the Partnership are not open to members of the public. However, the Partnership supports the principle of public accountability / engagement and will hold a minimum of one 'public meeting' per year. A representative of each statutory agency will attend.

10.2 Frequency

10.2.1 Meetings of the Partnership shall be held at least quarterly, and more frequently if required.

10.3 Quorum

10.3.1 There will be no set quorum for the meeting, but 4 statutory partners must be present to consider formal community safety issues e.g. budget decisions.

10.4 Agenda

10.4.1 Partners shall submit items for the agenda to the Community Safety Support Officer 20 working days before the meeting.

10.4.2 The draft agenda will be prepared 15 working days before the meeting and agreed with the Chairman

10.4.3 The agenda, together with any papers, will be e-mailed to members no later than 5 working days before the meeting

10.4.4 Any items of urgent business must be notified to the Community Safety Support Officer in advance of the meeting and will be taken entirely at the Chairman's discretion.

10.5 Conflicts of interest

- 10.5.1 At the start of any meeting or as soon as possible, members of the partnership will declare any interests in respect of any items of businesses being considered. Interests may be personal (including financial) or prejudicial.

11. Decision making process

- 11.1 All issues requiring a decision by the CDRP will be itemised as agenda items at the first available meeting.
- 11.2 The Partnership will seek to operate by consensus. Where a formal vote is needed, voting rights belong to statutory CDRP agencies only, i.e. Police, Borough Council, County Council, Fire and Rescue Service, Primary Care Trust, Police Authority, and Probation. For voting purposes at least 4 of the 'responsible authorities' (statutory partners) must be represented at the meeting. In all cases, each CDRP agency shall be entitled to one vote. Should it be necessary, the Chairman shall have the casting vote.
- 11.3 All decisions will be recorded in the minutes of the meeting.
- 11.4 Should the Board need to make a decision outside of the regular quarterly meetings, a vote will be conducted via email and the outcome circulated to all members and ratified in the minutes of the next regular meeting.

12. Financial arrangements

- 12.1 The CDRP manages the funding decision making process in relation to income received through the Local Area Agreement and contributions from individual partner organisations. All allocation of funding is subject to CDRP approval.
- 12.2 The Partnership invites bids for projects and services prior to the start of each financial year, which will contribute, to the running of the partnership and delivery of its priorities.
- 12.3 The Epsom & Ewell Borough Council Community Safety Officer will be responsible for the Funding audit trail. The Epsom & Ewell Borough Council Finance Team will undertake all duties in relation to banking, financial and accountancy arrangements of the Area Based Grants (ABG).
- 12.4 The CDRP will receive a budget summary report at each meeting.
- 12.5 All capital assets purchased on behalf of the Partnership will remain the property the Partnership. These cannot be sold or transferred by any of the individual partners without full agreement of the funding panel of the CDRP
- 12.6 All projects and activities commissioned by the CDRP will be evaluated to ensure that limited resources are spent in the most appropriate way to ensure 'value for money'.

13. Monitoring and evaluating performance

- 13.1 Performance Management will be a standing item at each CDRP meeting.
- 13.2 The CDRP will adopt the following as the basis of performance monitoring:
- Crime and anti social behaviour trends
 - Perception data, currently via police surveys, with trends
 - Exception reporting against the Strategic Assessment Partnership Action Plan (on a quarterly basis via the JAG).

14. Accountability

- 14.1 The work of the CDRP is subject to the overview and scrutiny by the Crime and Disorder Committee of Epsom & Ewell Borough Council.

15. Commitment to equalities

- 15.1 The Partnership is committed to ensuring equality of opportunity in the delivery and accessibility of its services. Except where services are specifically and legally targeted to address the needs of particular sectors of the community, the partnership will ensure equitable access to these regardless of a person's gender, race and ethnicity, disability, sexual orientation, religious affiliation (or none), age, condition of pregnancy, marital status, level of income, family responsibility, family definition or educational attainment. Partners are committed to providing a safe environment free from unlawful discrimination and harassment both in employment and service delivery.

16. Information sharing

- 16.1 Members of the partnership are fully committed to ensuring that they share information in accordance with their statutory duties/relevant legislation. Partners recognise that any data or records supplied to public bodies are potentially subject to the provisions of the Freedom of Information Act 2000.
- 16.2 Where personal or sensitive information is required to be shared, and partners are not signatory to a dedicated information sharing protocol, e.g. the Surrey Crime and Disorder Information Sharing Protocol, they will be expected to share such information under arrangements that are in accordance with the Data Protection Act 2000 and other relevant legislation. It is the responsibility of the supplying organisation to take steps to avoid the identification of individuals, or allow the identification of them.

17. Data quality

- 17.1 Members of the partnership are committed to producing and sharing data that is fit for purpose and of high quality. Specifically data will be:
- Accurate (data is captured as close to the point of activity as possible – a clear audit trail is available – adequate data input controls are in place)
 - Complete (data is captured to meet agreed data requirements)
 - Valid (data is recorded and used in an agreed format which conforms to agreed definitions)
 - Reliable (reflects stable and consistent data collection processes across collection points over time)
 - Relevant (relevant to the intended purpose)
 - Timely (data is available for intended use within reasonable time period)

18. Complaints

- 18.1 The partnership's primary aim is to resolve informal complaints at the initial point of contact. Where possible, this should be done by the partner receiving the complaint.

- 18.2 Any partner, organisation or community representative wishing to make a complaint about the work of the Partnership or a decision made on behalf of the Partnership should, in the first instance put forward their complaint in writing to the Community Safety Officer at Epsom & Ewell Borough Council. Details of complaints will be logged, including date the complaint was made, dates when correspondence is sent and the outcome of the complaint. If the matter cannot be resolved at this stage, the matter will be referred onto the chair of the CDRP for appropriate action.

19. Review and alteration of the governance document

- 19.1 This document will be subject to annual review by the CDRP.

- 19.2 Any new members will be required to agree to the partnership governance and this will be minuted in the notes of the meeting.

- 19.3 Each member will be asked to 'sign up' to this partnership agreement that will be documented as acceptance of the terms and conditions of this agreement.

- 19.4 The partnership agreement will act as the constitution for the Epsom and Ewell CDRP.