

ANNEXE 1

Memorandum of Understanding for the Implementation of the Joint Municipal Waste Management Strategy - Surrey Waste Partnership

Authorities represented

Elmbridge BC
Epsom and Ewell BC
Guildford BC
Mole Valley DC
Reigate and Banstead BC
Runnymede BC
Spelthorne BC
Surrey Heath DC
Surrey CC
Tandridge DC
Waverley BC
Woking BC

1. Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding (referred to in the remainder of this document as The Memorandum) is to: -

- (a) set out in simple, non legalistic, terms the way that the partners to The Memorandum will work together on waste management issues
- (b) clarify and record the responsibilities of the partners to The Memorandum individually and collectively, including to each other
- (c) establish guidelines and objectives for taking joint working forward in order to deliver the agreed Joint Municipal Waste Management Strategy (JMWMS) within the budget and parameters approved by each of the Partners through the adoption of the Strategy and the Action Plans.

2. Who are the partners to the Memorandum?

The partners to The Memorandum (referred to in the remainder of this document as The Partners) are:-,Elmbridge Borough Council, Epsom and Ewell Borough Council, Guildford Borough Council, Mole Valley District Council, Reigate and Banstead Borough Council, Runnymede Borough Council, Spelthorne Borough Council, Surrey County Council, Surrey Heath District Council, Tandridge District Council, Waverley Borough Council, Woking Borough Council

3. Status of the Memorandum and the partnership

3.1 The Memorandum is an operational document. It is not a formal or legally binding contract.

3.2 The Partners, individually and collectively, have (by signing The Memorandum) agreed to use all reasonable endeavours to comply with the terms and spirit of The Memorandum. They will not be obliged to undertake expenditure without that being agreed by them as individual partners except where they each agree to commit funding of a specific amount (one-off or annually) to be pooled so as to be expended as determined by agreement of The Partnership.

3.3 The Partnership is not a legal entity. Accordingly, it cannot employ staff or enter into a contract(s) in its own right. In those respects it will act through an agent - normally one of The Partners.

3.4 The Partnership has no delegated or Executive Powers. With the exception of deciding expenditure from any pooled budgets referred to in paragraph 3.2 above – no decision shall be reached in matters affecting individual councils without the decision being referred to the constituent councils.

3.5 The partnership will be managed by a Member's Group under the auspices of the Surrey Local Government Association (see section 6 below) and will report on progress to it, normally at the Association's regular meetings.

4. Key principles

4.1 The Partners, individually and collectively, have (by signing The Memorandum) agreed the following key principles to guide the activities of The Partnership:-

- (a) Actions and decisions as to what to recommend should reflect what is in line with the objectives of the Joint Municipal Waste Management Strategy;
- (b) Actions and decisions should be made in the best interests of all Council Tax payers, recognising the implications for individual Partners within the geographical area of Surrey, and taking into account what is fair and equitable for each Partner;
- (c) For financial, efficiency, effectiveness and economies of scale purposes The Partners accept the need to work together, on the development of waste disposal, waste collection and waste minimisation and re-use/recycling strategies in line with the JMWMS and statutory duties;
- (d) The Partners will collectively monitor the effectiveness of the strategy and collectively review the options for the future delivery of services to meet the aims and objectives of the strategy;
- (e) The Partners will work together in a spirit of mutual trust, support and respect;
- (f) The Partners will share in a fair and equitable manner the costs and work involved in achieving the key principles and the objectives, subject to 3.4;
- (g) The Partners will be bound by the principles of Best Value and maximise the opportunities to promote environmental, social and economic well being in all matters related to waste/resource management and develop and support the inclusion of agreed proposals in Local Area Agreements and resulting strategies;
- (h) The partnership should provide, where appropriate, media briefing and that the chair of the members group should be the spokesperson;
- (i) The Partners agree that before letting any future contracts relating to waste collection/disposal and/or recycling sharing of information take place with other Partners takes place, to maximise opportunities, consistent with statutory responsibilities, for efficiency gains.

5 The Objectives of The Partnership are as follows:-

5.1 To enable The Partners to work together to manage waste within Surrey in the most efficient, effective, economical and sustainable manner.

5.2 To endeavour fully to engage all Partner Authorities.

5.3 To examine the different options for working together on waste management.

5.4 To develop a long term vision and influence long term planning needs for waste as a resource in Surrey.

5.5 To monitor the implementation and effectiveness of the Joint Municipal Waste Management Strategy for Surrey [which has been formally adopted by each Partner].

5.6 To investigate and encourage future partnership opportunities/agreements for minimisation and reuse services, municipal waste collection, recycling and disposal, whilst respecting and understanding local choice and service arrangements.

5.7 To increase awareness of waste as a resource and to interact with other stakeholders to promote waste minimisation and achieve an economically, environmentally and socially sustainable waste programme of gaining value from waste.

5.8 To work with other bodies who are in pursuit of developing, supporting and influencing the future direction of sustainable waste/resource management.

5.9 To develop a countywide evaluation on the relative merits of kerbside segregation and co-mingled collection of dry recyclables, which take into account customer service, collection costs and markets for recyclables

5.10 To evaluate the effectiveness of the partnership and in due course recommend any changes which could lead to improvements.

6. Membership and voting

6.1 Borough and District Council partners will each appoint one elected Member to serve on The Partnership (called Partnership Members); and Surrey County Council will appoint three Members. Appointments will be made annually and confirmed at the Annual Meeting. Each Council will determine its representation although consistency of membership is encouraged. Substitutes will be permitted

6.2. Partnership members shall normally be the portfolio holder (or equivalent) for waste issues.

6.3 The aim will be to reach agreement by consensus. However when a decision is to be taken by voting each Partnership Member shall have one vote (Surrey CC which with 3 members has 3 votes). There will be no casting vote. If there is an equality of voting on an issue that matter shall be deferred and considered again at the next meeting (which may be a special meeting convened especially for the purpose of reconsidering the matter concerned).

6.4 Voting will be by show of hands.

7. Chairman and Vice chairman

7.1 The Partnership shall at its annual meeting appoint from among its Partnership Members a Chairman and a Vice-Chairman.

7.2 The Chairman and Vice-Chairman will be from different Partner Councils and will be appointed for a two year term of office.

8. Meetings

8.1 Meetings will normally be held quarterly hosted by one of the partners although additional meetings may be held if the chairman and vice chairman agree this is necessary. The first meeting after the council elections each year will be the Annual Meeting.

8.2 Meetings will not be open to the public but non-Members of The Partnership may attend by invitation.

8.3 A special meeting shall be held if called by either the Chairman or by at least 50% of The Partner Councils requesting in writing (to the Surrey Local Government Association Secretary) such a meeting.

8.4 The quorum for a meeting shall be five, at least one of whom must be from Surrey County Council.

8.5 The notice and agenda for each meeting should normally be sent out at least five working days prior to the day of the meeting.

9. Senior officer group/project officer

9.1 The Partnership shall be supported by a Senior Waste Officers Group (SWOG) consisting of one Lead Officer responsible for waste in each Partner Council.

9.2 SWOG will prepare reports and recommendations for consideration by The Partnership.

9.3 The Chair and Vice-Chair of SWOG shall be elected bi-annually from the group

9.4 For the avoidance of doubt membership of SWOG may vary at the discretion of each Partner as appropriate to the topic or issue being considered.

9.5 Officers of each Partner shall be responsible for implementing Partnership decisions (once adopted by all Partners) and SWOG shall monitor the implementation of those decisions.

9.6 SWOG may agree to the setting up of other Officer working groups to discuss and take forward any particular issues with particular emphasis on Joint Working. Such working groups will be accountable to The Partnership through SWOG.

9.7 The Partnership may appoint (a Project Officer and/or use of Consultants, to advance the aims and objectives of the Partnership. Such an officer will be employed by one authority on behalf of the partnership and paid for from funding provided jointly by the partners. The work programme for the Project Officer and/or use of Consultants will be determined by the Partnership and monitored by The Partnership and SWOG.

10. Business plan

10.1 The Partnership shall consider, develop and approve a five (*or three*)-year rolling Business Plan with an annual Action Plan with SMART (specific, measurable, achievable, realistic and timeband) targets with named lead authority/Officer responsibilities for delivery.

10.2 The Draft Annual Action Plan shall be prepared and agreed by 30th September each year for further consideration by each Partner and shall be finalized by the following 31st March.

11. Dispute resolution

11.1 In the event of a dispute which cannot be resolved by The Partnership the matter concerned will be referred to a meeting of the Surrey Local Government Association

12. Duration

12.1 The arrangements set out in this Memorandum of Understanding will remain in operation until any future Joint Decision Making Body is established. They may, however, be varied by agreement of all The Partners.

12.2 Any Partner may withdraw from The Partnership by giving not less than three months notice in writing but not before such a proposal has been considered by The Partnership and the withdrawal shall not take effect until the following 31st March.

This Memorandum of Understanding is agreed by the following: - PARTNER
SIGNED

Comms/council/2008-09/015