

DATED

200

DRAFT AGREEMENT  
OXFORDSHIRE WASTE PARTNERSHIP

P G Clark  
County Solicitor  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND

## CONTENTS

1. Definitions and Interpretation
2. Partner Authorities' Commitment to the Oxfordshire Waste Partnership
3. Allocation of OWP Roles
4. Joint Committee
5. Grant Funding
6. Host Authority
7. Procurement
8. OWP Goods, Assets and Services
9. Appointment of Consultants
10. Accounting Authority
11. Auditing Authority
12. Employing Authority
13. Executive Officer
14. Officer Strategy Group
15. OWP Budget and Funding
16. Waste Management Financial Arrangements
17. General Indemnities
18. Insurance
19. Reporting and Consultation
20. Intellectual Property
21. Confidentiality
22. Data Protection
23. Freedom of Information

- 24. Disputes
- 25. Duration and Termination
- 26. General
- 27. Force Majeure
- 28. Survival of Terms
- 29. Waiver
- 30. Severance
- 31. Third Party Rights
- 32. Costs
- 33. Governing Law

## **SCHEDULES**

SCHEDULE 1 - CONSTITUTION OF THE OWP JOINT COMMITTEE

SCHEDULE 2 - OWP GOODS, ASSETS AND SERVICES

SCHEDULE 3 - OXFORDSHIRE WASTE CO-ORDINATOR – JOB  
SPECIFICATION

## **ANNEXES**

ANNEX 1 - OWP JOINT COMMITTEE FUNCTIONS

ANNEX 2 - OWP VISION AND OBJECTIVES

ANNEX 3 – OWP KEY PRINCIPLES

ANNEX 4 - WASTE MANAGEMENT FINANCIAL PRINCIPLES

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of

Two Thousand and Six

**BETWEEN:-**

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND (“the County Council”);
  - (2) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxon OX15 4AA (“Cherwell DC”);
  - (3) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Woodgreen Witney Oxon OX28 1NB (“West Oxfordshire DC”);
  - (4) **VALE OF WHITE HORSE DISTRICT COUNCIL** of Abbey House Abbey Close Abingdon OX14 3JE (“Vale DC”);
  - (5) **OXFORD CITY COUNCIL** of Town Hall St Aldates Oxford OX1 1BX (“City Council”); and
  - (6) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of Benson Lane Crowmarsh Gifford Wallingford OX10 8QS (“South Oxfordshire DC”)
- (together “the Partner Authorities” which make up the Oxfordshire Waste Partnership).

**WHEREAS:**

- (A) An informal non-binding partnership between the Partner Authorities, in their capacity as waste management authorities for Oxfordshire, has been operating up to the date of this Agreement under a Memorandum of Understanding, for the purpose of

facilitating joint working and the development and approval of an Oxfordshire Waste Partnership Strategy (“the Strategy”).

- (B) The Partner Authorities now wish to formalise their joint working arrangements and have agreed to enter into this Agreement and to establish a joint committee (“the Joint Committee”) with effect from 1 April 2007, in accordance with their powers under Sections 101 and 102 of the Local Government Act 1972, the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 and all other enabling legislation.
- (C) The Joint Committee will be responsible for the strategic, financial and operational functions agreed by the Partner Authorities of the Oxfordshire Waste Partnership, as more particularly set out in Annex 1 to this Agreement (OWP Joint Committee Functions).

**NOW IT IS AGREED AS FOLLOWS:**

**1 DEFINITIONS AND INTERPRETATION**

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

**“Agreement”/“Oxfordshire Waste Partnership**

**Agreement”** means this agreement between the Partner Authorities;

**“Action Plan(s)”** means the action plan(s) agreed by the OWP;

**“Accounting Authority”** means the Oxfordshire County Council or such other of the Partner Authorities as shall be designated in accordance with Clause 10.6 in the event of the County Council’s resignation;

**“Assets”** means the assets listed in Schedule 2 as supplemented from time to time;

**“Auditing Authority”** means the Partner Authority appointed by the OWP in accordance with Clause 11 to carry out the required audit of financial and other internal controls;

**“Best Value”** is as defined in Part 1 of the Local Government Act 1999;

**“Commencement Date”** means the date of this Agreement;

**“Committee Members”** the members appointed by the Partner Authorities in accordance with the OWP Constitution to represent them on the Joint Committee;

**“Core Budget”** means that part of the OWP Gross Budget which is allocated to cover the costs of maintaining the OWP, including costs related to staffing, administrative, accounting, audit and other professional fees;

**“Development Budget”** means that part of the OWP Gross Budget which is allocated to cover the cost of OWP initiatives such as promotional activities;

**“Employing Authority”** means Cherwell District Council or such other of the Partner Authorities as shall assume responsibility for employing staff and advising on staffing requirements under this Agreement in connection with the requirements of the OWP;

**“Employment Costs”** means recruitment costs (including without limitation training costs, medical examinations and drug screenings, interview expenses, search consultancy costs, advertising and/or internet expenses, relocation expenses and hiring bonuses), direct salary costs, the costs associated with any performance related pay or similar reward scheme, and all salary on-costs (including without limitation the Employing Authority’s contributions towards national insurance, pension and other welfare schemes, lease car costs and compensation costs connected with the termination of the Executive Officer’s employment howsoever arising);

**“Goods”** means the goods listed in Schedule 2 to this Agreement as supplemented from time to time;

**“Grant Funding”** means any grant funding from an external source obtained by the Host Authority or one or more of the Partner Authorities for the benefit and use of

the OWP, excluding Reward Grants;

**"Host Authority"** means the Partner Authority appointed on a rotational basis in accordance with Clause 6 of this Agreement;

**"Intellectual Property"** means copyright, designs, patents, trademarks and rights protecting the unauthorised exploitation of someone's work;

**"Joint Committee/Committee"** means the group of members appointed by the Partner Authorities in accordance with the terms of the OWP Constitution, working together to carry out the strategic, financial and operational functions described in Annex 1;

**"OWP Constitution"** means the Constitution of the Oxfordshire Waste Partnership Joint Committee as attached in Schedule 1 to this Agreement;

**"OWP Gross Budget"** means the sum of the Core Budget and the Development Budget in any one financial year;

**"OWP Intellectual Property"** means intellectual property created by or as a result of the OWP;

**"OWP Net Budget"** means the OWP Gross Budget less the Grant Funding in any one year;

**"Oxfordshire Waste Co-ordinator"** means the officer appointed by Cherwell District Council to act as Executive Officer for the purpose of leading and supporting the OWP, as more particularly described in the Specification attached

at Schedule 3 to this Agreement;

**“Oxfordshire Waste Partnership”** means the Partner Authorities acting together within the terms of and for the purposes of this Agreement;

**“Partner Authorities”** mean the parties to this Agreement (other than any Partner Authority which shall at any time have resigned under Clause 25.2) and shall include any successor in title to a Partner Authority’s statutory functions;

**“Partner Funding”** means the sum of the Partner Authorities’ contributions to the OWP Gross Budget required to be paid annually under this Agreement, in the proportions set out in Clause 15.5;

**“Reward Grants”** means grant monies payable to the Partner Authorities as a result of the achievement of PSA1 wastes targets, and the LAA (2006-09) stretch targets;

**“Services”** means the services listed in Schedule 2 as supplemented from time to time;

**“VAT”** means value added tax;

**“Waste Collection Authority”** means each of the five District Councils which are Partner Authorities and which are party to this Agreement;

**“Waste Disposal Authority”** means the Oxfordshire County Council;

**“Waste Strategy/Strategy”** means the Oxfordshire Waste

Partnership Strategy, as developed and approved by the Partner Authorities.

## **2 PARTNER AUTHORITIES' COMMITMENT TO THE OXFORDSHIRE WASTE PARTNERSHIP**

2.1 The Partner Authorities declare and agree that they have each sought and obtained the requisite authority to enter into this Agreement and the mutual commitments set out below.

2.2 The Partner Authorities agree that they shall co-operate in good faith with each other at all times and that they shall act at all times in a manner compatible with the objectives and key principles of the OWP as set out set out Annex 1 and Annex 2 respectively and in accordance with the OWP Constitution and the terms of this Agreement.

## **3. ALLOCATION OF OWP ROLES**

3.1 The appointment of Partner Authorities to the roles of Host Authority, Accounting Authority, Auditing Authority and Employing Authority shall be in accordance with the provisions of Clauses 6, 10, 11 and 12 respectively.

3.2 Subject always to Clause 11.4 (*Separation of Accounting and Auditing Authority Functions*), no individual Partner Authority shall be entitled to undertake more than two of the roles referred to in Clause 3.1 above at any one time.

#### **4. JOINT COMMITTEE**

The Partner Authorities agree that the Joint Committee shall be established from 1 April 2007 for the purpose of carrying out agreed strategic, financial and operational functions set out in Annex 1.

#### **5 GRANT FUNDING**

5.1 The Partner Authorities agree that they will comply with all applicable terms and conditions of any Grant Funding which is received for the benefit and use of the OWP during the term of this Agreement or pursuant to Clause 5.3 below.

##### **Host Authority or other Partner Authority in receipt of Grant Funding**

5.2 Where a Partner Authority, including the Host Authority, obtains and enters into a contract for Grant Funding during

the term of this Agreement, each of the other Partner Authorities agrees to:

5.2.1 comply with all applicable terms and conditions in relation to that Grant Funding; and

5.2.2 indemnify the Partner Authority in receipt of any such Grant Funding against, and/or contribute to and pay a reasonable and proportionate share of, all or any liability, claims, costs and /or expenses reasonably incurred by the relevant Partner Authority in connection with the use or application of the Grant Funding for OWP purposes SAVE WHERE such liability, claims, costs and /or expenses are due to a negligent act or omission, gross misconduct, substantial or persistent failure or breach of law or duty on the part of the Partner Authority receiving the Grant Funding.

5.3 For the avoidance of doubt, where Grant Funding is received by one or more Partner Authorities for the benefit of the OWP in the three months immediately preceding the Commencement Date of this Agreement, the indemnity in Clause 5.2.2 above shall apply.

## **6 HOST AUTHORITY**

6.1 Subject to Clause 6.2, the role of the Host Authority will rotate automatically in alphabetical order between the Partner Authorities every two years from the date of the relevant Annual General Meeting.

6.2 Cherwell DC shall be the first Partner Authority to undertake the responsibilities of the Host Authority with effect from the Commencement Date until the date of the Annual General Meeting in 2008.

6.3 The role of the Host Authority shall be to:-

6.3.1 ensure (together with the Accounting Authority) that there is no commitment to financial obligations in excess of the OWP Gross Budget unless expressly approved in writing by the Joint Committee with the prior express written approval of all of the Partner Authorities;

6.3.2 act as the representative of the Partner Authorities in any discussions, negotiations or other appropriate dealings with third party providers in relation to the OWP and, in particular, act as lead authority for the purpose of bidding and

contracting for Grant Funding for the OWP unless otherwise agreed by the Partner Authorities;

6.3.3 report regularly to the Joint Committee on a basis to be agreed by Committee Members;

6.3.4 act on behalf of and under the direction and oversight of the Joint Committee in the management and day-to-day supervision of the OWP;

6.3.5 carry out all secretarial and administrative functions relating to the operation of the Joint Committee as required and detailed in the Constitution;

6.3.6 advise the Joint Committee (through its Chairman) on all staffing requirements and arrangements including budgetary implications necessary to support the OWP;

6.3.7 monitor compliance of the Partner Authorities with all applicable terms and conditions of Grant Funding received for the benefit and use of the OWP during the term of this Agreement.

- 6.4 The Host Authority shall have principal responsibility for monitoring compliance with the provisions of this Agreement and for advising the Partner Authorities and Joint Committee of all material issues which affect the OWP including any actual or potential or threatened non-compliance with the terms of this Agreement.
- 6.5 The Host Authority undertakes to carry out its role with due diligence and with all reasonable professional care and skill.
- 6.6 Each of the other Partner Authorities shall (and hereby duly undertake with the Host Authority to) indemnify the Host Authority against and /or to contribute to and pay a reasonable and proportionate share of all or any liabilities claims costs and /or expenses reasonably and properly incurred by the Host Authority in connection with or in the course of or as a result of performing or discharging its roles and /or responsibilities under this Agreement as the Host Authority PROVIDED THAT such indemnity on the part of the Partner Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Host Authority that is to say:
- 6.6.1 gross negligence;

6.6.2 gross misconduct persistent breach of law or duty  
(that is to say persisted in after the same shall have  
been brought to the attention of the Host Authority );

6.6.3 acts or omissions known to the Host Authority to be  
contrary to proper local government practice or law;

6.6.4 substantial or persistent failure ( after due notice ) to  
redress performance of the duties of the Host  
Authority; or

6.6.5 non compliance with the requirements or standards  
of or set by this Agreement .

6.7 The Host Authority shall incur no liability to the other  
Partner Authorities or any of them (whether in contract or in  
tort) in respect of the roles and responsibilities of the Joint  
Committee and any performance thereof or failure to  
perform the same on the part of the Joint Committee (save  
to the extent that such role or function is discharged or  
exercised by the Host Authority negligently or in a manner  
known to the Host Authority to be contrary to proper local  
government practice or law or with the requirements or  
standards of or set by this Agreement).

6.8 The Host Authority may resign from its responsibilities as set out in this Clause 6 by giving at least six months' notice in writing to each of the other Partner Authorities expiring on the day before the date of the next Annual General Meeting ("the Resignation Date"). In the event that the Host Authority shall so resign, the designation of Host Authority shall pass to the next authority alphabetically among the Partner Authorities which authority shall act as and be the Host Authority with effect from the day following the Resignation Date.

6.9 In the event that the Host Authority shall resign in accordance with Clause 6.8 it shall co-operate fully with the remaining Partner Authorities and shall without limitation provide and exchange documents and information so far as necessary to ensure the continued successful operation of the OWP and it shall remain liable for:

6.9.1 any of its breaches of this Agreement as Host Authority which took place on or before the Resignation Date; and

6.9.2 any continuing costs and liabilities for the duration of the OWP in its capacity as a Partner Authority subject to the provisions of this Agreement.

6.10 The appointment of the Host Authority may be terminated by decision of the Committee Members or a majority of the Partner Authorities by notice in writing given to the Host Authority expiring on such date as the Partner Authorities consider appropriate in the event of:

6.10.1 negligence, misconduct or any substantial or persistent breach of the terms of this Agreement by the Host Authority and in the case of breaches capable of remedy where the Host Authority has failed to remedy any such breach after the Host Authority shall have received due notice in writing of such breach by or on behalf of the Joint Committee requiring it to be remedied.

## **7 PROCUREMENT**

7.1 Subject to proper authorisation by the Joint Committee and confirmation from the Accounting Authority that there are sufficient available funds in the OWP Gross Budget to cover any required procurement of goods, assets or services and any associated costs, the Host Authority undertakes to carry out the required procurement and in doing so shall at all times seek to ensure the efficient allocation of OWP Gross Budget in line with the Partner Authorities' Best Value obligations.

- 7.2 The Host Authority shall ensure that whenever practicable all procurement of goods, assets and services is undertaken in such a manner so as to maximise the ability to seek reimbursement of the VAT.
- 7.3 In undertaking all procurement on behalf of the OWP, the Host Authority agrees that the procurement of any goods, assets or services pursuant to this Agreement shall comply with the Public Contracts Regulations 2006 (as amended from time to time) and all other relevant laws and regulations of the United Kingdom or the European Union from time to time applicable to public procurement, and its own constitution.
- 7.4 The Host Authority shall at all times seek to document the procurement process for audit purposes.
- 7.5 The Partner Authorities agree that all costs arising from the procurement of all goods, assets and services for the OWP, including such insurance as shall be deemed necessary to cover the provision of professional procurement services by the Host Authority, shall be met in full from the Core Budget.
- 7.6 All decisions as to the goods, assets or services to be procured in connection with the OWP and the method of their procurement shall be deemed to be that of the Joint

Committee and not the Host Authority or any other Partner Authority of the Joint Committee.

- 7.7 There shall be no commitment to financial obligations in excess of the OWP Gross Budget unless expressly approved in writing by the Joint Committee with the prior express written approval of all of the Partner Authorities, notice of which approval must be received by the Host Authority. In the event that prior express written approval of all of the Partner Authorities cannot be obtained, those Partner Authorities which do not wish to commit to additional financial obligations beyond the OWP Gross Budget may withdraw from an individual OWP project by giving notice in writing to the other Partner Authorities.
- 7.8 When procuring goods, assets or services, the Host Authority shall make it clear in the tendering process and in any contract that the procurement is in connection with the OWP.
- 7.9 Each Partner Authority shall provide all necessary information and assistance to ensure that all laws regulations and requirements are complied with.

## **8 OWP GOODS, ASSETS & SERVICES**

- 8.1 The goods, assets and services purchased for the OWP are listed in Schedule 2.
- 8.2 In the event that during the period of this Agreement, additional goods, assets and services are required for the OWP and their procurement is properly authorised in accordance with Clause 7, they will be recorded by the Joint Committee as an addition to Schedule 2.
- 8.3 The goods, assets and services of the OWP will belong to the Partner Authorities as set out in Schedule 2 or any addition thereto.

## **9 APPOINTMENT OF CONSULTANTS**

- 9.1 The Host Authority may appoint and pay and charge to the OWP the fees of such consultants and professional advisers (if any) for the purposes of the OWP as shall be authorised by the Joint Committee and estimates of whose fees shall have been included in the budget or budgets from time to time approved by the Joint Committee.

9.2 In appointing all consultants, the Host Authority shall comply with all applicable English and EU procurement law and its own constitution.

## **10. ACCOUNTING AUTHORITY**

10.1 The County Council is hereby appointed as the Accounting Authority by the Partner Authorities for the purposes of the OWP with effect from the Commencement Date. The role of the Accounting Authority shall be exercised in accordance with the directions of the Joint Committee and shall be to:

10.1.1 provide all accounting services and make all banking arrangements which are required for the due and proper receipt, holding and application of OWP funds;

10.1.2 prepare draft and final budgets for OWP for each financial year, including the proposed contribution from each partner. The final budget will be prepared once Partner Funding has been confirmed;

10.1.3 produce budget monitoring and other financial management information agreed by OWP;

10.1.4 produce a set of accounts and balance sheet at the end of each financial year;

10.1.5 make payments on behalf of the OWP and account to the Partner Authorities for all expenditure of the OWP (including both revenue and capital);

10.1.6 receive, collect, hold and account to the Partner Authorities for all income due to the OWP;

10.1.7 complete and certify any government or other returns submitted by the OWP;

10.1.8 provide an annual cost breakdown of the OWP accounting services for OWP approval and inclusion in the budget, which costs will be met from the OWP Core Budget;

10.1.9 ensure (together with the Host Authority) that there is no commitment to financial obligations in excess of the OWP Gross Budget unless expressly approved in writing by the Joint Committee with the prior express written approval of all of the Partner Authorities;

10.1.10 report regularly to the Joint Committee on a basis to be agreed by Committee Members.

10.2 The Accounting Authority shall have chief responsibility for monitoring compliance with the provisions of any relevant legislative requirements relating to the OWP expenditure and accounting functions and for advising the Partner

Authorities in the event of any actual or potential or threatened non-compliance therewith.

10.3 The Accounting Authority undertakes to carry out its role with due diligence and with all reasonable professional care and skill.

10.4 Each of the other Partner Authorities shall (and hereby duly undertake with the Accounting Authority to) indemnify the Accounting Authority against and /or to contribute to and pay a reasonable and proportionate share of all or any liabilities claims costs and /or expenses reasonably and properly incurred by the Accounting Authority in connection with or in the course of or as a result of performing or discharging its roles and /or responsibilities under this Agreement as the Accounting Authority PROVIDED THAT such indemnity on the part of the Partner Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Accounting Authority that is to say:

10.4.1 gross negligence;

10.4.2 gross misconduct persistent breach of law or duty

(that is to say persisted in after the same shall

have been brought to the attention of the Accounting Authority);

10.4.3 acts or omissions known to the Accounting Authority to be contrary to proper local government practice or law;

10.4.4 substantial or persistent failure ( after due notice ) to redress performance of the duties of the Accounting Authority; or

10.4.5 non compliance with the requirements or standards of or set by this Agreement.

10.5 The Accounting Authority shall incur no liability to the other Partner Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee and any performance thereof or failure to perform the same on the part of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Accounting Authority negligently or in a manner known to the Accounting Authority to be contrary to proper local government practice or law or non compliance with the requirements or standards of or set by this Agreement.

10.6 The Accounting Authority may resign by giving at least six months' notice in writing to each of the other Partner Authorities expiring on the day before the date of the next Annual General Meeting ("the Resignation Date").

In the event that the Accounting Authority shall so resign, subject to Clause 11.4 (*Separation of Accounting and Auditing Authority Roles*), the designation of Accounting Authority shall pass to the next authority alphabetically among the Partner Authorities which authority shall act as and be the Accounting Authority with effect from the day following the Resignation Date.

10.7 In the event that the Accounting Authority shall resign in accordance with Clause 10.6 it shall co-operate fully with the remaining Partner Authorities and shall without limitation provide and exchange documents and information so far as necessary to ensure the continued successful operation of the OWP and it shall remain liable for:

10.7.1 any of its breaches of this Agreement as Accounting Authority which took place on or before the Resignation Date; and

10.7.2 any continuing costs and liabilities for the duration of the OWP in its capacity as a Partner Authority subject to the provisions of this Agreement.

10.8 The appointment of the Accounting Authority may be terminated by decision of the Committee Members or a majority of the Partner Authorities by notice in writing given

to the Accounting Authority expiring on such date as the Partner Authorities consider appropriate in the event of:

10.8.1 negligence, misconduct or any substantial or persistent breach of the terms of this Agreement by the Accounting Authority and in the case of breaches capable of remedy where the Accounting Authority has failed to remedy any such breach after the Accounting Authority shall have received due notice in writing of such breach by or on behalf of the Joint Committee requiring it to be remedied.

## **11 AUDITING AUTHORITY**

11.1 The Auditing Authority shall be responsible for carrying out all audits of the OWP's financial and other internal controls as may be required.

11.2 The role of Auditing Authority will rotate automatically in alphabetical order between the Partner Authorities every two years from the date of the relevant Annual General Meeting subject to Clause 11.4 below.

11.3 The Joint Committee shall determine which Partner Authority shall be the first to undertake the responsibilities of Auditing Authority with effect from the Commencement Date until the date of the Annual General Meeting in 2008.

## **Separation of Accounting and Auditing Authority Functions**

11.4 No Partner Authority shall be permitted to undertake both the role of Accounting Authority and Auditing Authority at the same time.

## **12 EMPLOYING AUTHORITY**

12.1 The Partner Authorities each agree that Cherwell DC shall act as Employing Authority for all staff engaged to support the OWP and in so doing shall comply with its own internal employment rules and procedures.

12.2 The Employing Authority will be responsible for appointing and employing the Oxfordshire Waste Co-ordinator (“the Executive Officer”) who will lead and support the work of the OWP and the Partner Authorities agree that the Employment Costs of this post shall be met by the Core Budget notwithstanding the termination of the OWP, PROVIDING ALWAYS that in the event of the termination of this Agreement, the Employing Authority shall bring to an end the contract of employment of the Executive Officer and any other staff appointed in support of the OWP at the earliest opportunity.

12.3 The Employing Authority will be responsible for advising the Joint Committee, through its Chairman, on all staffing,

administrative and budgetary requirements necessary to support the OWP as well as monitoring compliance with all legislative requirements relating to employment matters and advising the Joint Committee on all related material issues which affect the work of the OWP.

12.4 The Employing Authority will be responsible for monitoring staffing requirements and shall report to the Joint Committee as and when required.

### **13 ROLE OF THE EXECUTIVE OFFICER**

13.1 The role of the Executive Officer, as more particularly described in Schedule 3, will be to:

13.1.1 project manage delivery of strategic objectives and OWP Action Plans;

13.1.2 analyse, monitor and report to the OWP on strategic, operational and financial information;

13.1.3 ensure effective partnership working between Partner Authorities through effective communications, liaison and networking;

13.1.4 develop opportunities for joint working and delivery of services where this will improve efficiency and effectiveness;

13.1.5 optimise external funding opportunities and manage waste projects; and

13.1.6 working with the Host Authority, ensure effective administration of the Joint Committee.

#### **14 OFFICER STRATEGY GROUP**

14.1 The Officer Strategy Group (“OSG”) will support the work of the Committee and will comprise one lead officer with responsibility for waste management at a strategic level, (“the Lead Officer”) from each of the Partner Authorities. Each Partner Authority shall be entitled to nominate another named officer to act as deputy for its Lead Officer where the Lead Officer is unable to attend an OSG meeting.

14.2 The Chairman of the OSG shall be the officer of the Partner Authority acting as Host Authority for the time being and the post of Vice-Chairman shall be held by the officer from the next of the Partner Authorities in alphabetical order to the Host Authority, rotating automatically every two years.

14.3 The role of the OSG shall be to:

14.3.1 prepare reports and recommendations for consideration by the committee, including setting of strategic direction and the framework within which projects are developed and managed;

14.3.2 Set up and oversee other officer working groups on a “task and finish” basis as necessary to deliver the core objectives determining the terms of reference and required outputs of such groups and ensuring these are delivered to timescale. Any such working groups will be accountable to the committee through the OSG;

14.3.3 direct, monitor and control the progress of the Action Plan at a strategic level;

14.3.4 advise the Committee on progress in delivering the action plan and objectives;

14.3.5 consider and make recommendations on waste management issues to government and other agencies where this is felt to be consistent with the OWP Vision;

14.3.6 ensure that all Partner Authorities are making sufficient progress to meet their respective obligations and commitments and identifying corrective action where this is not the case;

14.3.7 produce an annual report that considers the performance of the OWP and the operation of the Agreement, against the OWP Vision and Objectives, annual Action Plan, and operation and effectiveness of the Committee, and make recommendations for improvement as necessary. This report will be considered at an annual joint meeting of the Committee, Leaders Group and Chief Executives Group.

## **15 OWP BUDGET AND FUNDING**

15.1 The Partner Authorities agree and acknowledge that:

15.1.1 the OWP Gross Budget shall comprise the Core Budget and Development Budget ; and

15.1.2 the sum of the OWP Gross Budget less the Grant Funding shall constitute the OWP Net Budget to which the Partner Authorities shall

contribute by way of Partner Funding in accordance with Clause 15.5 below.

### **Partner Funding**

15.2 The Partner Authorities agree and undertake that they shall each be liable to contribute towards the OWP Net Budget by way of Partner Funding in line with Clause 15.5 below, to enable the functions agreed in the OWP Waste Strategy and Action Plans to be carried out.

15.3 The Joint Committee will, on an annual basis, estimate the level of the OWP Gross Budget and the OWP Net Budget required for the next three-year period commencing on the following April 1 and will advise the Partner Authorities of the level of the said Budget and of required Partner Funding by 31 October in the year preceding the Budget requirement.

15.4 The Partner Authorities shall approve and agree the level of the OWP Gross Budget and of the Partner Funding annually.

15.5 Unless otherwise agreed by the OWP, the Partner Authorities will contribute to Partner Funding annually in the following proportions:

15.5.1 the Waste Disposal Authority shall contribute 50% of the overall Partner Funding;

15.5.2 each of the five Waste Collection Authorities shall contribute 10% of the overall Partner Funding.

### **Partner Funding for 2007-2008 only**

15.6 The Partner Authorities acknowledge and agree that for the first year of the Joint Committee's operation only, that is financial year 2007/2008, the level of the Gross Budget and of the Partner Funding agreed by the informally constituted Joint Committee prior to the Commencement Date of this Agreement, will be approved retrospectively by the Joint Committee and the Partner Authorities' contributions to Partner Funding will be in the proportions set out in Clause 15.5.

### **Core Budget and Development Budget**

15.7 The Partner Authorities agree that:

15.7.1 the Core Budget will cover the ongoing costs of maintaining the OWP, including staff costs, costs of meetings and accounting and audit fees; and

15.7.2 the Development Budget will fund projects and initiatives agreed by OWP in accordance with its governance arrangements. It is intended to provide annual funding for small scale initiatives such as promotion.

15.7.3 The Accounting Authority shall reimburse the Accounting, Auditing, Host and Employing Authorities from the Core Budget on a monthly basis for all costs incurred pursuant to this Agreement. The Accounting, Auditing, Host and Employing Authorities shall submit monthly invoices which after authorisation will be paid by the Accounting Authority within 30 days of the invoice month end date.

## **16 Waste Management Financial Arrangements**

16.1 The Partner Authorities agree to implement new financial arrangements from 2009, in accordance with the principles set out in Annex 4 (*Waste Management Financial Principles*), and to undertake all necessary work in relation to the production of detailed proposals for the financial arrangements by February 28 2007.

## 17 GENERAL INDEMNITIES

17.1 If a Partner Authority (including for the avoidance of doubt the Host Authority or the Accounting Authority, the Auditing Authority or the Employing Authority) shall:

17.1.1 fail substantively or persistently without good and sufficient cause to comply with any of the provisions of this Agreement **AND** if in consequence thereof all or any of the other Partner Authorities shall suffer:-

17.1.1.1 any loss of availability or amount or proportion of the OWP Gross Budget; or

17.1.1.2 any other loss, damage, claim, liability or expense;

**THEN** such Partner Authority shall indemnify and hold harmless each and any other Partner Authority who shall have suffered as aforesaid against all such actual and provable direct loss as shall be or have been as a direct consequence caused to and suffered by that Partner Authority.

## 18 INSURANCE

The Partner Authorities shall ensure that they maintain in force throughout the term of this Agreement and for such period as may be prudent after its termination for whatever reason (where necessary) adequate insurance cover with a reputable insurer to

meet all potential liabilities under the terms of this Agreement including insurance to cover the provision of professional services, where applicable, the costs of which shall be met from the Core Budget.

## **19 REPORTING AND CONSULTATION**

19.1 The Partner Authorities shall comply with their reporting and consultation obligations as determined by the Joint Committee from time to time or as otherwise specified and any supporting documentation.

19.2 The Joint Committee shall be responsible for setting the standards and regularity of such reporting and consultation (both financial and otherwise) and the Partner Authorities shall use all reasonable endeavours to procure compliance with such standards.

19.3 All Partner Authorities shall place a high priority upon the importance of quality assurance and shall co-operate in good faith and use their reasonable endeavours to ensure that effective standards of quality assurance in relation to all aspects of the OWP are established, generally understood and consistently maintained and observed.

## **20 INTELLECTUAL PROPERTY**

- 20.1 All Intellectual Property created by any or all of the Partner Authorities, the staff or any agent or subcontractor of a Partner Authority in connection with the OWP or exclusively for the purposes of the OWP shall vest in the Host Authority upon trust for all of the Partner Authorities in equal shares.
- 20.2 Where the OWP Intellectual Property includes software, designs, documentation or other property subject to copyright the Partner Authorities shall assign absolutely to the Host Authority the copyright and all other rights of a like nature conferred under the laws of the United Kingdom and all other countries of the world in such property and all modifications, enhancements and amendments made by the Partner Authorities to such property for the Host Authority to hold the same in trust for the full term during which the copyright and any renewals or extensions shall subsist for all of the Partner Authorities in equal shares.
- 20.3 The Host Authority shall grant to each other Partner Authority a non exclusive royalty free licence to use, operate, copy and modify the OWP Intellectual Property for any lawful purpose.
- 20.4 Where a contract with a third party is entered into by the Host Authority on behalf of the OWP the Host Authority

shall ensure, and the Partner Authorities shall co-operate to ensure, that the consent of the third parties to the use by the Partner Authorities of any third party Intellectual Property is obtained on terms reasonably acceptable to the parties.

20.5 Where in connection with the OWP a Partner Authority uses any Intellectual Property which is already owned by the Partner Authority that Partner Authority shall grant to the other Partner Authorities a non exclusive royalty free licence to use, adapt, maintain and support such Intellectual Property subject always to any prior licensing or other arrangements or agreements entered into by the Partner Authority in respect of such Intellectual Property.

20.6 The Partner Authorities shall use all reasonable endeavours to procure that any licences for third party products reasonably necessary for the OWP are perpetual and contain terms which will allow the Partner Authorities to use, operate, copy and modify the products for the duration of the Agreement and after termination of this Agreement.

20.7 In the event of the termination of this Agreement the OWP Intellectual Property shall continue to be owned beneficially by the Partner Authorities in equal shares.

## 21 CONFIDENTIALITY

21.1 Subject to this Clause 21.1 each Partner Authority shall use its reasonable endeavours to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all and any commercial and technical information or confidential information relating to the OWP or the affairs of or concerning any other Partner Authority in whatever form acquired by it (whether directly or indirectly) in consequence of this Agreement. No Partner Authority shall use or disclose any such confidential information other than for the purposes of the OWP or as expressly permitted by this Agreement. This restriction shall not apply to:

21.1.1 information which at the time of disclosure is generally available to the public;

21.1.2 information which after disclosure becomes generally available to the public through no fault of the receiving Partner Authority;

21.1.3 information which the receiving Partner Authority can show was in its possession prior to disclosure and which was not acquired directly or indirectly from any other Partner Authority; and

21.1.4 Information which is required to be disclosed by law or any lawful authority.

21.2 The confidentiality obligations set out in Clause 21.1 shall survive the termination of this Agreement until such time as the information ceases to be confidential or the Partner Authority or Members as appropriate consents to its disclosure or for a period of five years (whichever is the earliest).

## **22 DATA PROTECTION**

The parties acknowledge their obligations under the Data Protection Act 1998 and agree and declare that they will at all times when acting in connection with the OWP have due regard to those obligations including, without limitation, the obligation to comply with the Data Protection Principles set out in the Data Protection Act 1998.

## **23 FREEDOM OF INFORMATION**

The Partner Authorities acknowledge that they may be required to disclose information relating to the OWP or to this Agreement to a person or to each other to comply with obligations under the Freedom of Information Act 2000 and hereby agree to consult with each other in the event that any or all of them receives such a request, prior to making any disclosure.

## **24 DISPUTES**

24.1 In the event of any dispute or difference arising between the Partner Authorities as to the construction or application of this Agreement, or as to any issue arising under it, the matter shall be referred in the first instance to a joint meeting of the OWP Joint Committee, the Oxfordshire Leaders' Group and the Chief Executives' Group who shall take all reasonable steps that shall lie within their power to conciliate and resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute resolution procedure.

24.2 The parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution

## **25 DURATION AND TERMINATION**

25.1 This Agreement shall come into effect on the Commencement Date and shall continue in force unless terminated by unanimous decision of the existing Partner Authorities PROVIDING ALWAYS that the Agreement shall not terminate unless and until such contracts as have been entered into in connection with the OWP or as a result of this Agreement, have been or can be terminated without incurring any avoidable costs on the part of any of the Partner Authorities.

25.2 A Partner Authority may resign from the OWP at any time by giving written notice to the Host Authority, which notice shall take effect on the following April 1, subject to Clauses 25.3 and 25.4 below.

- 25.3 Where a Partner Authority gives notice of resignation pursuant to 25.2 at any time after the Joint Committee has set the OWP Gross Budget in accordance with Clause 15.3, then that Partner Authority shall be liable to pay its agreed contribution to the Partner Funding in the OWP Gross Budget for the following financial year notwithstanding the effective date of its notice.
- 25.4 A Partner Authority resigning from the OWP will remain liable for any accrued obligations and liabilities which it properly incurred as a result of its OWP membership as well as any liabilities or costs arising from that Partner Authority's decision to withdraw from the OWP.
- 25.5 Subject always to Clauses 25.3 and 25.4 above, a Partner Authority resigning from OWP will not be liable for any additional financial obligations or liabilities incurred by or on behalf of the OWP during or beyond the period of notice referred to above save where such obligations or liabilities arise from the OWP Gross Budget agreed by that Partner Authority in accordance with Clauses 15 or 16 and **PROVIDED THAT** any resigning Partner Authority also agrees to co-operate fully with the remaining Partner Authorities including without limitation by providing and

exchanging documents and information so far as necessary to ensure the continued successful operation of the OWP.

25.6 In the event that one or more Partner Authorities exercises the right to resign under 25.2 above, a joint meeting of the OWP Joint Committee, the Oxfordshire Leaders' Group and the Chief Executives' Group will be convened to consider whether or not the OWP shall continue to operate on behalf of the remaining Partner Authorities, and will make appropriate recommendations to those Authorities.

25.7 Upon termination of this Agreement as provided under 25.1 or the resignation of a Partner Authority pursuant to 25.2, (and subject to Clause 24 of this Agreement) the formula for contributions set out in Clause 15.5 above shall apply to determine what payments each Partner Authority shall be required to make towards any on-going or termination costs, services or other liabilities, as applicable.

## **26 GENERAL**

26.1 Nothing herein contained or implied shall prejudice or affect the Partner Authorities' rights and powers duties and obligations in the exercise of their functions as local authorities or in any other capacity and all rights, powers, discretion, duties and obligations of the Partner Authorities

under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Partner Authorities were not parties to this Agreement and as if this Agreement had not been made.

26.2 The Partner Authorities shall not represent themselves as being any other Partner Authority nor an agent, partner, contractor or employee of any other Partner Authority and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Partner Authority and nothing in this Agreement shall operate so as to constitute any one Partner Authority an agent, partner contractor or employee of any other.

26.3 This Agreement is personal to the Partner Authorities and no Partner Authority shall assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under this Agreement save in the event of a statutory reorganisation.

26.4 Nothing in this Agreement shall constitute or be deemed to constitute a legal partnership under the Partnership Act 1890 between the Partner Authorities or any of them and none of the Partner Authorities shall have the authority or

power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Partner Authorities.

26.5 The OWP shall have no legal existence apart from that of the individual Partner Authorities and the mutual commitments between them under this Agreement and the OWP Constitution.

26.6 Any notice required or permitted to be given by a Partner Authority to the Executive Officer or to one or more Partner Authorities under this Agreement, including for the avoidance of doubt, such notice as shall be required to be given to a Partner Authority in its capacity as Host Authority, Accounting Authority, Employing Authority or Auditing Authority, shall be in writing and addressed to the Partner Authority or Authorities concerned. A copy of any such notice shall also be sent to all other Partner Authorities of the OWP.

26.7 The Joint Committee shall agree a publicity protocol for the OWP (“the Protocol”) and no announcement or information concerning this Agreement or the OWP shall be made or released or authorised to be made or released in any press

release advertising or publicity or otherwise except in compliance with that Protocol.

**27 FORCE MAJEURE**

The parties shall have no liability to each other in respect of any event excusing performance beyond the control of the Partner Authorities including without limitation events occurring by reason of acts of God, war, or legislative changes.

**28 SURVIVAL OF TERMS**

No term shall survive expiry or termination of this Agreement unless expressly provided or where it comprises an obligation which has not yet been complied with.

**29 WAIVER**

The failure by any Partner Authority to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**30 SEVERANCE**

If any term or provision of this Agreement shall in whole or in part

be held to any extent to be illegal or unenforceable under any enactment or rule of law then that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

### **31 THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

### **32 COSTS**

Each of the Partner Authorities shall pay any costs and expenses incurred by it in the preparation of this Agreement.

### **33 GOVERNING LAW**

The validity, construction and performance of this Agreement shall be governed by English law.

**IN WITNESS** whereof the Parties hereto have executed this Agreement the day and year first above written as a Deed.

### **SCHEDULE 1**

**CONSTITUTION**  
**of the**  
**OXFORDSHIRE WASTE PARTNERSHIP**  
**JOINT COMMITTEE**

**THIS IS THE CONSTITUTION** of the Oxfordshire Waste Partnership Joint Committee (“the Joint Committee”) made on the [        ] day of [        ] 200

BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (“the Council”);
  - (2) **Cherwell District Council** of Bodicote House Bodicote Banbury Oxon OX15 4AA (“Cherwell DC”);
  - (3) **West Oxfordshire District Council** of Woodgreen Witney Oxon OX28 1NB (“West Oxfordshire DC”);
  - (4) **Vale of White Horse District Council** of Abbey House Abbey Close Abingdon OX14 3JE (“Vale DC”);
  - (5) **Oxford City Council** of Town Hall St Aldates Oxford OX1 1BX (“Oxford City DC”); and
  - (6) **South Oxfordshire District Council** of Benson Lane Crowmarsh Gifford Wallingford OX 10 8QS (“South Oxfordshire DC”)
- (together “the Partner Authorities”).

**1. NAME AND LEGAL STATUS.**

1.1 The Committee is a joint committee constituted by the Partner Authorities under Sections 101 and 102 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000. Its name is the Oxfordshire Waste Partnership Joint Committee. Meetings of the Committee are subject to the provisions of the Local Government Act 1972.

1.2 The area within which the Committee is to exercise its authority is the administrative county of Oxfordshire.

## **2. PURPOSE OF THE COMMITTEE**

- 2.1 The purpose of the Committee is to carry out the strategic, financial and operational functions agreed by the Partner Authorities of the Oxfordshire Waste Partnership, as more particularly described in Annex 1 to this Constitution (*OWP Joint Committee Functions*) and, in doing so to:
- 2.1.1 discharge, on behalf of the Partner Authorities, such of their respective statutory responsibilities for waste matters as are delegated to the Committee from time to time, so far as this accords with the agreed objectives and policies of the OWP; and
- 2.1.2 provide a framework and mechanisms to enable joint working between the Partner Authorities on waste matters.

## **3. COMPOSITION OF THE COMMITTEE.**

- 3.1 The Committee shall comprise 6 Members, being one Member appointed by each Partner Authority (“the Committee Members”). Each Partner Authority shall ensure that its appointed Committee Member is a member of its Executive.
- 3.2 Each Partner Authority must appoint another named member of its Executive to act as a Deputy for its appointed Committee Member. Where the appointed Committee Member is unable to attend a meeting, a Deputy must attend and carry out the Committee Member’s responsibilities, including, in the case of a Voting Member, voting in the Member’s absence.
- 3.3 Partner Authorities shall notify the Host Authority in writing of any appointment of a Deputy, such notification taking effect upon receipt.
- 3.4 Partner Authorities may change their appointed Committee Members at any time provided that written notice of any such change is given to the Host Authority taking effect upon receipt.

## **4. ROLE OF COMMITTEE MEMBERS**

- 4.1 The role of each Committee Member will be to:

- 4.1.1 attend (where possible) all meetings of the OWP Joint Committee, vote on items of business and make a positive contribution to the Committee, and ensure that if unable to do so, a named Deputy attends(when possible);
  - 4.1.2 demonstrate commitment to and act as champion for the OWP Vision and Objectives and OWP Key Principles as set out in Annexes 2 and 3 respectively;
  - 4.1.3 act as ambassador for the Committee and ensure that his Authority supports the OWP and abides by the OWP Key Principles ;
  - 4.1.4 act as advocate for the Committee in seeking any necessary approvals from his Authority in connection with the annual Action Plan;
  - 4.1.5 keep up-to-date with changes in legislation and all relevant statutory and non-statutory guidance.
- 4.2 A Committee Member shall not represent himself as being any other Committee Member nor as an agent, partner, contractor or employee of any other Committee Member and shall not hold himself out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Committee Member.

## **5. ADMINISTRATION OF THE COMMITTEE**

- 5.1 The Partner Authority acting as Host Authority, as determined in accordance with Clause 6 of the Oxfordshire Waste Partnership Agreement, shall be responsible for the administration of the Committee which shall include:
- 5.1.1 organisation of Committee meetings and venues;
  - 5.1.2 distribution of papers and reports;
  - 5.1.3 the minuting of Committee meetings and ensuring that all legal requirements relating to the meetings are met;
  - 5.1.4 all other administrative support as shall be required from time to time for the operation of the Committee.

- 5.2 The post of Chairman of the Committee shall be held by the Committee Member for the Host Authority at the time and shall rotate automatically in alphabetical order between the Partner Authorities every two years from the date of the relevant Annual General Meeting. The first such Chairman shall be the Committee Member for Cherwell DC who shall undertake the responsibilities of the Chairman with effect from the 1 April 2007 until the date of the Annual General Meeting in 2008.
- 5.3 In the absence of the Chairman, for any reason, the responsibilities of the Chairman will be discharged by the Vice-Chairman, which post shall be held by the Committee Member for the next of the Partner Authorities in alphabetical order to the Host Authority, rotating automatically every two years.

## **6. MEETINGS.**

- 6.1 The Committee shall meet on a quarterly basis. The venue for meetings shall be determined by the Committee. One meeting in each year shall be specified as the Annual General Meeting.
- 6.2 A printed copy of the summons and agenda for each meeting and (to include, except for the initial meeting, the minutes of the previous meeting), shall be despatched in accordance with the requirements of the Local Government Act 1972, at least five clear days before such meeting to each Committee Member. The summons shall contain notice of all business, except urgent business, which is in the ordinary course or by direction of the Chairman or the Executive Officer required to be brought before the Committee. Public notice shall also be given of each meeting at least 5 clear days in advance thereof, in accordance with the requirements of the Local Government Act 1972.
- 6.3 If within fifteen minutes of the appointed time for the commencement of the meeting a quorum (that is four Voting Members) is not present, the meeting shall be dissolved. Any business not disposed of shall be considered at the next meeting.

- 6.4 If during the meeting a count is taken and the Chairman declares that there is not a quorum, the meeting shall stand adjourned for fifteen minutes. If, after 15 minutes, and a further count, the Chairman declares that there is still no quorum, the meeting shall stand adjourned to a date and time to be announced by him at the time the meeting is adjourned. If no date is announced, the business not disposed of shall be included in the summons for the next ordinary meeting of the Joint Committee.
- 6.5 The Chairman may invite any person to attend a meeting of the Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Committee's functions, where that person is able to provide a professional or commercial viewpoint, which the Chairman considers, would be of assistance to the Committee.
- 6.6 Meetings of the Committee will be open to the public and press except during consideration of items containing confidential or exempt information within the meaning of Section 12A of the Local Government Act 1972.
- 6.7 Minutes of the Committee shall (subject to the provisions of paragraph 6.5 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

## **7. SPECIAL MEETINGS**

The Chairman may summon a Special Meeting of the Committee at any time. A Special Meeting shall be summoned on the requisition in writing of not less than four Voting Members, which requisition shall be delivered to the Host Authority and/or the Executive Officer and shall specify the business to be considered at the Special Meeting.

## **8. DECISION-MAKING.**

- 8.1 Only Committee Members (or their Deputies) shall be designated as Voting Members and shall be entitled to one vote on items of business considered by the Committee.
- 8.2 Subject to Paragraph 8.4 below, every question shall be determined by the voices of those Voting Members present, provided that if there is a Voting Member who indicates dissent to this procedure then a vote by a show of hands shall take place. A simple majority shall be required.

8.3 In the event of there being an equal number of votes for and against a particular proposition, the Chairman shall have a casting vote.

8.4 Where the effect of a particular proposition, if adopted by the Committee, would be to give rise to contractual or financial implications for any Partner Authority, then in addition to the normal requirement for a simple majority of votes, the vote of the Member appointed by that Partner Authority, in favour of the proposition, shall be required. Where a particular proposition does not have the support of the Members appointed by all Partner Authorities so affected, the proposition cannot be adopted by the Committee.

8.5 Notification of Committee Decisions

The decisions of the Committee will be notified to Partner Authorities within 5 working days of the relevant Committee meeting.

8.6 Call In

The decisions of the Committee shall be deemed to be the decisions of the Partner Authorities and shall be subject to the call-in procedure of each such Authority.

8.7 Each Partner Authority shall publish Committee decisions within two days of their receipt and call-in requests must be made to the administration of the individual Partner Authorities within 5 days of publication. Partner Authorities must notify the Host Authority immediately of any call-in.

**9. DELEGATION TO SUB-COMMITTEES AND OFFICERS.**

The Committee may appoint working groups of Members and officers to consider specific matters referred and report back to the Committee.

**10. CONDUCT AND EXPENSES OF MEMBERS**

10.1 All Committee and Committee Members shall observe at all times the provisions of the code of conduct adopted by their

Partner Authorities under Section 51 of the Local Government Act 2000 or any existing code of conduct adopted by their Partner Authorities or, where none exists, the National Code of Local Government Conduct.

- 10.2 Each Partner Authority shall be responsible for meeting any expenses to which any Committee or Committee Member appointed by them, as their representative is entitled as a result of their attendance at duly authorised meetings.

## **11. LIABILITIES OF COMMITTEE MEMBERS**

- 11.1 Committee Members have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their authority.
- 11.2 Where contractual arrangements are authorised by the Committee, any liabilities arising under those arrangements will rest with the constituent Partner Authorities which are parties to those contractual arrangements.
- 11.3 Indemnification for any liabilities, which do arise, is a matter between individual Committee Members and their Partner Authorities.

## **12. OBJECTIONS TO PROPOSALS BEFORE THE COMMITTEE**

- 12.1 In the event that a Partner Authority has a fundamental objection to a proposal being placed before the Joint Committee, the relevant Committee Member must notify the Executive Officer or the Chairman of the Committee in advance or at the time of the meeting.
- 12.2 If notice of such objection is given, the Committee must defer consideration of the proposal for 21 days during which time the Chief Executive of the Partner Authority concerned must prepare a further analysis in writing of the reasons why his Authority objects to the proposal in question.
- 12.3 An urgent joint meeting of the Committee with Leaders and Chief Executives of the Partner Authorities, or their duly authorised deputies, in attendance will be convened to try to resolve the matter.

## **SCHEDULE 2**

Goods/Assets/Services

## **SCHEDULE 3**

Oxfordshire Waste Co-ordinator – Job Specification

### **OXFORDSHIRE WASTE PARTNERSHIP**

#### **AGREEMENT**

#### **ANNEXES**

ANNEX 1 – OWP JOINT COMMITTEE FUNCTIONS

ANNEX 2 – OWP VISION AND OBJECTIVES

ANNEX 3 – OWP KEY PRINCIPLES

ANNEX 4 - -WASTE MANAGEMENT FINANCIAL PRINCIPLES



## **ANNEX 1**

### **OWP JOINT COMMITTEE**

The responsibilities of the OWP joint committee are to:

#### **STRATEGIC**

- a) develop a strategic policy framework within which the Partner Authorities can each discharge their functions as waste disposal authority or waste collection authority, as the case may be;
- b) discharge on behalf of the Partner Authorities, responsibilities in relation to County-wide waste promotional activities, public engagement, research, technical evaluations, achievement of the wastes element of the Local Area Agreement (LAA) stretch target. This does not preclude district authorities from undertaking public engagement or other activities on waste collection issues specific to their district;
- c) annually review and revise as necessary the objectives and strategic policies of the OWP for consideration and approval by the Partner Authorities;
- d) contribute to achievement of sustainable development through waste minimisation, reduction of waste going to landfill on a year by year basis, development of alternative methods of disposal, and increased proportion of waste being recycled on a year by year basis;
- e) develop proposals for the future development of waste management that achieve the core objectives;

#### **FINANCIAL**

- f) prepare, commit and oversee expenditure of pooled budgets to ensure the prioritised jointly operated waste functions described in b) above are delivered;
- g) agree a draft budget by 31 October for the forthcoming financial year to include the proposed contribution from each OWP Partner, for consideration by Partner Authorities;
- h) oversee the operation of the agreed partner incentivisation arrangements and monitor effectiveness of these arrangements;
- i) make recommendations to the Partner Authorities to request resources as required to meet the core objectives;

- j) annually review the costs of administering the OWP and determine the contributions of the partners ensuring that the distribution is equitable;

## **OPERATIONAL**

- k) take decisions as required on the matters presented, voting on such matters if any voting member present requests it. Voting is by a show of hands with the Chair having a casting vote in the event of a tie. In the event that any proposition would have contractual or financial implications for a Partner Authority, then the vote of that member in favour of the proposal is required;
- l) continually seek more efficient and cost effective ways of delivering the waste objectives including opportunities for joint procurement and shared services;
- m) prepare and jointly deliver an annual action plan that delivers the OWP objectives and strategic policies, for approval by the Partner Authorities;
- n) consider and comment on progress reports from the LAA Clean/ Green group and report to PSB on progress towards the LAA 'Clean/ Green' targets;
- o) commission research and public opinion surveys into matters relevant to the core objectives;
- p) issue press releases and carry out publicity as the Committee deems necessary for the furtherance of the core objectives.

## ANNEX 2

### VISION AND OBJECTIVES OF THE OWP

#### Vision and Objectives of the Oxfordshire Waste Partnership

##### **Vision**

We will work in partnership to reduce waste and to maximise reuse, recycling and composting. We will treat residual waste before disposal to recover further value and to minimise the environmental impact of disposal.

#### Objectives

The core objectives of the OWP are to:

- a) ensure waste is managed in accordance with the waste hierarchy: reduce waste first, then reuse, recycle and compost resources, recover value and, as a last resort, dispose of waste;
- b) promote waste reduction, reuse and recycling initiatives to Oxfordshire communities to help everyone manage their own wastes;
- c) seek the most appropriate and sustainable solution for waste that protects the environment, including minimising the transport of waste;
- d) meet or exceed performance required by statutory and locally agreed targets;
- e) work together through the provision of co-ordinated services and infrastructure for waste collection, treatment, transfer and disposal to maximise the efficient use of resources within Oxfordshire Ensure that waste facilities are suitably sized and distributed and that site identification is informed in accordance with the Minerals and Waste Development Framework and the Regional Spatial Strategy;

- f) assist the development of markets, especially those that are local, for recovered materials;
- g) enable customer satisfaction through delivery of effective and efficient services to Oxfordshire residents that minimise the overall tax burden at the best possible value;
- h) develop flexible and comprehensive waste management services that are robust and deliverable throughout Oxfordshire now and in the long term;
- i) lobby Central Government and work with local business to improve the efficient use of resources, reduce the impact of activities on resource consumption, which results in the production of municipal waste, and encourage them to take responsibility for the wastes they produce.

## **ANNEX 3**

### **OWP KEY PRINCIPLES**

#### **1. Key principles of the Oxfordshire Waste Partnership**

The six Partners of the OWP commit to:

- a) collaborate on the continuous development and delivery of an integrated waste strategy that achieves the Partnership's stated vision and objectives for sustainable waste management;
- b) maximise the opportunities for improved value for money for the benefit of council tax payers across Oxfordshire;
- c) development of the best overall waste management outcomes for Oxfordshire taxpayers and to development of incentivisation arrangements that help achieve this;
- d) monitor the effectiveness of the strategic policies in delivering the core objectives of the Partnership;
- e) periodically review the options for the future delivery of services to meet the aims and objectives of the strategy;
- f) work together in a spirit of mutual trust, support and respect, and ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly;
- g) a process of prior consultation and liaison through the OWP when an individual authority is to give consideration to significant changes of policy on waste management issues and to give due consideration to representations from the Partner Authorities on such issues;
- h) share in a fair and equitable manner the costs and work involved in achieving the key principles and objectives;
- i) developing the OWP brand ;
- j) ensure all Partners engage fully in the work of the OWP and that each Partner optimises the contributions they are able to make;

## **ANNEX 4**

### **Waste Management – Financial Principles**

#### **Waste Management Costs**

##### **INTRODUCTION**

1. The Partner Authorities have agreed the principles and arrangements set out in this Annex.
2. The Partner Authorities agree that the more detailed work needed to enable the principles and arrangements to be implemented will be completed by the 28 February 2007.

##### **PRINCIPLES**

3. These arrangements only apply to household waste.
4. Outside of what is proposed and agreed each Authority will remain responsible for its own waste management costs, according to its statutory responsibilities.
5. The key objectives of the new financial regime are:
  - (a) to promote waste reduction and reuse as well as recycling
  - (b) equity, with each Authority responsible for the financial consequences of its performance
  - (c) to enable Oxfordshire to avoid paying LATS penalties
  - (d) to avoid perverse incentives (those that encourage behaviour contrary to the Oxfordshire Waste Strategy)
  - (e) simplicity
6. All waste analyses, including any baselines required, will be undertaken by an independent third party. OWP will provide oversight and scrutiny.

##### **REVENUE – ARRANGEMENTS TO 31 MARCH 2009**

7. Recycling credits will continue to be paid until 31 March 2009.

8. Payments will reflect changes in regulations, specifically:
  - (a) the amount per tonne will increase only with inflation, as defined in the Environmental Protection (Waste Recycling) Regulations, effective from 1 April 2006;
  - (b) the amount per tonne will be standardised across all WCAs to equal the average disposal cost in Oxfordshire, effective from 1 April 2007.

#### REVENUE – ARRANGEMENTS FROM 1 APRIL 2009

9. For each year from 2009/10 there will be a countywide target for the maximum amount of residual waste to be landfilled. This will be calculated to meet overall diversion targets, LAA targets and any other targets agreed by OWP.
10. The countywide target will be split between OCC and the WCAs calculated from the percentage of waste collected in 2005/06.
11. The WCA target will be divided between the WCAs based on the number of households in each.
12. Within the overall waste target calculated in paragraph 9 will be a target for the maximum amount of BMW included in residual waste. This will be calculated to meet the LATS target in each year (or interpolated between target years). It may include a safety margin agreed by OWP.
13. Each WCA and OCC will have a maximum target for BMW calculated in the same way as the overall target. Each WCA will therefore have a target maximum tonnage for BMW and, by deduction, a target maximum tonnage for non-BMW.
14. Each WCA will receive:
  - (a) a payment for each tonne of BMW below its target, at a rate of 100% of the LATS penalty per tonne;
  - (b) a payment for each tonne of non-BMW below its target, at a rate calculated in accordance with the method used for recycling credits.
15. Conversely, each WCA will pay:
  - (a) a payment for each tonne of BMW above its target, at a rate of 100% of the LATS penalty per tonne;
  - (b) a payment for each tonne of non-BMW above its target, at a rate calculated in accordance with the method used for recycling credits.

16. Prior to 1 October 2007 the Partner Authorities may agree to vary the percentages and amounts per tonne in paragraphs 14 and 15, providing the result is consistent with the objectives set out in paragraph 5.
17. The recycling credits paid in 2008/09 will be pooled for 2009/10. They will be cash limited from 2009/10 onwards and will be distributed to WCAs as an amount per household. These payments will be adjusted by the amounts calculated in paragraphs 14 and 15.

#### NEW INITIATIVES FUND

18. OCC will create a fund to help meet the capital or one-off costs of waste management initiatives. These would be new initiatives designed to meet OJMWS objectives, and in particular minimise residual waste requiring landfill or further treatment.
19. The Partner Authorities agree to pay into this fund the reward grant that is due to them from achievement of the PSA1 wastes target, and any reward grant that becomes payable to them for achievement of the LAA stretch target on non biodegradable municipal wastes.