

Warwickshire Waste Partnership

1. Partners to the Memorandum of Understanding

1.1 This Memorandum of Understanding is between:

North Warwickshire Borough Council
Nuneaton & Bedworth Borough Council
Rugby Borough Council
Stratford-upon-Avon District Council
Warwick District Council
Warwickshire County Council

1.2 The above will be known collectively as “the Partners” to this Memorandum of Understanding and thereby to the Warwickshire Waste Partnership.

1.3 The Partners will work together to develop and implement the Warwickshire Waste Strategy, which will formally serve as Wastes Management Strategy for the Partners, and will hereafter be referred to as “the Strategy”.

2. Purpose

2.1 The purpose of this Memorandum of Understanding is to clarify and agree the responsibilities and obligations of the Partners in relation to development and implementation of the Strategy.

2.2 The Memorandum of Understanding will establish guidelines for progressing joint working, guiding principles and a structure for co-ordinating the Strategy.

3. Status

3.1 The Partners acknowledge that this Memorandum of Understanding is an operational document not a formal contract.

3.2 The Partners will use reasonable endeavours to comply with its terms but shall not be obliged to undertake expenditure that would not have otherwise been required in compliance with their dates, without this being agreed between the Partners.

3.3 This Memorandum of Understanding shall not oblige any Partner to perform anything it is not empowered to do, and does not constitute a partnership under English law.

4. **Reviews**

- 4.1 The Partners undertake to conduct fundamental review of the Strategy during the 2010/11 financial years to coincide with key statutory target deadlines and to carry out annual reviews to ensure the Strategy remains up-to-date.

5. **Aims and Objectives**

- 5.1 The Aims and Objectives of the Strategy as agreed and approved by all Partners in 2005/6 are as follows:

5.2 Aims

- To promote and deliver sustainable wastes in management in Strategy Warwickshire.
- To minimise the overall environmental impacts of wastes management.
- To engage residents, community groups, local business and any other interested parties in the development and implementation of the Strategy.
- To provide customer-focused, best value services.

5.3 Objectives

- To minimise the amount of municipal wastes arising.
- To maximise recycling and composting rates.
- To reduce greenhouse gases by disposing of less organic waste in landfill sites.
- To co-ordinate and continuously improve municipal wastes minimisation and management activity in Warwickshire.
- To manage municipal wastes in the most environmentally benign and economically efficient ways possible through the provision and co-ordination of appropriate wastes management facilities and services. (*The “Best Practicable Environmental Option”*).
- To ensure that services and information are fully accessible to all members of the community.
- To maximise all opportunities for local economic regeneration.
- To ensure an equitable distribution of costs, so that those who produce or manage the waste pay for it. (*The “Polluter Pays” principle*).

6. **Guiding Principles**

- 6.1 The Partners recognise that when developing and implementing the Strategy it will be necessary to take account of the important, but potentially conflicting, guiding principles outlined below.
- 6.2 The Partners recognise that the weighting awarded to these principles within the Strategy may vary depending upon the element of the

Strategy being considered, the results of public and political consultation and the resources available.

- 6.3 The Partners therefore agree to ensure that the development and implementation of the Strategy makes clear the reasons why a particular weighting of these principles has been agreed as most advantageous in any particular instance.
- 6.4 Sustainable Development
- 6.5 Sustainable Development can be defined as:
 “development that meets the needs of the present without damaging the ability of future generations to meet their needs”.
- 6.6 The Partners agree to work to incorporate the principles of Sustainable Development throughout the development and implementation of the Strategy.
- 6.7 Joint Working
- 6.8 The Partners recognise that co-operation is necessary to ensure the development and implementation of an effective Strategy and that joint working may often provide best value in the delivery of waste-related services.
- 6.9 The Partners recognise that joint working on the Strategy offers the opportunity for making efficiencies but will require all Partners to make a pro-active contribution and may require investment in the shorter term to reap benefit in the longer term.
- 6.10 The Partners undertake to investigate the advantages of joint working during the development of the Strategy and agree to proactively consider joint working with all other Partners before commencing any new waste-related activity and when reviewing any existing waste-related activity.
- 6.11 Fairness
- 6.12 The Partners recognise that advantages accrued from the development and implementation of the Strategy may not always be equally distributed.
- 6.13 The Partners agreed that the costs, benefits and risks involved in developing and implementing the Strategy should be fairly distributed, as identified and agreed by the Partners on a project-by-project basis, but on each occasion bearing in mind the need for overall fairness.
- 6.14 The Partners further agree that each will be open and explicit about its position during negotiations between Partners and will attempt to avoid

seeking to re-open negotiations on matters where agreements have been fairly reached.

6.15 An Integrated Approach

6.16 The Partners recognise that each element in the waste management process is inter-related and that an integral approach is necessary to development and implementation of the Strategy.

6.17 The Partners undertake to ensure that development of the Strategy involves an integrated approach and to investigate a range of waste management solutions before implementing the Strategy.

6.18 Best Value

6.19 The Partners are committed to providing Best Value services and agree that Best Value is often likely to be achieved through co-operation and possibly through the co-ordination of the Partners' waste-related activities.

6.20 The Partners are committed to applying the Best Value framework to services developed through joint working on the Strategy.

6.21 The Partners undertake to co-operate and share information on their Best Value reviews of waste-related services and agree to take proactive action to co-ordinate these reviews so that they can constitute, contribute to or correspond with the fundamental reviews of the Strategy.

6.22 Value for Money

6.23 The Partners recognise that the Strategy must be affordable to be achievable, but that the Partner's resources are limited. The Partners recognise that additional resources may be required to fund the development of new and improvement of existing waste facilities and services.

6.24 The Partners therefore undertake to actively seek external funding to assist in the development and implementation of the Strategy wherever this can be demonstrated to provide best value for money.

6.25 The Partners undertake to fully assess the resource implications of the Strategy to ensure that any activity undertaken as a result of its development or implementation offers best value for money for Council Tax-payers.

6.26 The Partners will remain entitled to individually approve the commitment of any additional resources required and the share of benefits arising from the development or implementation of the Strategy.

6.27 In the event that joint working on the Strategy requires resources to be committed by Partners above that likely to have been incurred by Partners working alone, the Partners undertake to consider the wider advantages conferred by joint working when determining whether to approve the commitment of resources.

6.28 Where any Partner is unable to contribute their share of resources to any individual action or activity within the Strategy, the other Partners may agree to progress the action or activity without the participation of that Partner.

7. Inclusion

7.1 In the event of any action or activity within the Strategy being developed or implemented by less than all the Partners, all Partners agree that the actively participating Partners should make reasonable attempts to enable the later inclusion of any excluded Partners.

8. Consultation

8.1 The Partners recognise that effective partnership requires effective consultation.

8.2 The Partners agree to consult with all other Partners before commencing any new waste-related activity and when reviewing all existing waste-related activities.

8.3 In addition, the Partners undertake to consult with other External Partners at key stages throughout the development and implementation of the Strategy.

8.4 To this aim, the Partners undertake to establish suitable Waste Forums for consulting with other External Partners about the development and implementation of the Strategy.

9. Linkage to Other Strategies

9.1 The Partners have existing waste strategies, Waste Recycling Plans, waste minimisation strategies, and local waste planning policies within their Unitary Development Plans. In addition, European, national and regional waste and waste-related strategies, directives and guidance is in place or in development.

9.2 The Partners agree that these strategies should be material considerations in development and implementation of the Strategy.

9.3 The Partners further agree that the Strategy will incorporate as a minimum those elements of Partner's Waste Recycling Plans

necessary to fulfil the statutory requirements to produce these documents.

- 9.4 In addition, the Partners agree that all of their individual waste-related strategies, plans and planning documents will reflect the Strategy including the jointly agreed aims, objectives and this Memorandum of Understanding.
- 9.5 Finally, the Partners agree to consult and co-operate on the way in which they individually manage the integration of the Strategy with other local over-lapping strategies (for example economic regeneration or social inclusion) and, in particular, the Councils Community Plans.

10. Exchange of Information

- 10.1 The Partners agree to share information on waste contracts and related arrangements, performance indicators, best value and all other matters, where the Partners agree that this will benefit joint working.
- 10.2 The Partners further agree that to enable effective strategic development they will jointly develop and maintain waste forecasts, estimating the quantities, types and costs of waste expected for the period of the Strategy.
- 10.3 The Partners agree that no information shared by any Partner(s) will be disclosed to any third party (someone other than a Partner) without the prior approval of the Partner(s) providing the relevant information, such approval to be able to limit both the information itself and the nature and context of its disclosure. This restriction shall not apply to the reporting of statutory or agreed local performance indicators, nor to formal requests for performance information from the Government.
- 10.4 The Partners agree to develop and adhere to service level agreements for the timely exchange of information prepared to a uniform format where this is required for development and implementation of the Strategy.
- 10.5 The Partners agree to publicise good practice arising from the Strategy (subject to para. 10.3 above) to raise awareness and encourage sustainable waste activity amongst all waste producers in the Partners' sphere of influence.

11. Contracts and Arrangements

- 11.1 The Partners acknowledge that effective joint working will require flexible contracts and arrangements with third parties.
- 11.2 The Partners agree to use their best endeavours not to enter waste-related contracts and arrangements that preclude or discourage joint working with other Partners.

12. Performance Indicators

- 12.1 The Partners are committed to the achievement of their statutory recycling and composting targets and of the statutory targets for diversion of biodegradable waste from landfill.
- 12.2 Partners recognise that they will need to make binding commitments to the achievement of performance targets within the Strategy.
- 12.3 The Partners agree to consider pooling targets where this had advantages in terms of being the Best Practicable Environment Option and providing Best Value.

13. Co-ordination Structure

- 13.1 Officers Joint Advisory Group.
- 13.2 The Partners recognise that the development and implementation of the Strategy will require effective and on-going co-ordination.
- 13.3 The Officers Joint Advisory Group will be responsible for development of the Strategy in accordance with all relevant Government guidance, the Strategy Aims and Objectives approved by the Partners and this Memorandum of Understanding.
- 13.4 The Officers Joint Advisory Group will consist of a Suitable Nominated Officer from each of the Partners and other representatives or support officers that these Suitable Nominated Officers deem necessary.
- 13.5 The Officers Joint Advisory Group will meet at a suitable venue to be determined by the Suitable Nominated Officers and at a frequency sufficient to ensure compliance with the requirements of this Memorandum of Understanding.
- 13.6 The Officers Joint Advisory Group will be responsible for recommending to all the Partners timely activities and actions and any resource requirements needed for achieving the development and implementation of the Strategy in accordance with this Memorandum of Understanding.
- 13.7 The Officers Joint Advisory Group will also recommend the appointment of consultants and/or establish officer, other Working Groups (with suitable terms of reference) to develop or implement individual actions or activities within the Strategy.
- 13.8 Partners shall not be bound by recommendations made by the Officers Joint Advisory Group unless and until they expressly agree to be so.

- 13.9 The Officers Joint Advisory Group's Suitable Nominated Officers should attempt to agree to recommend actions, activities and resource requirements in the mutual interest of all the Partners.
- 13.10 The Partners recognise that circumstances may mean that not all Partners may be able to immediately accept all actions, activities and resource requirements recommended by the Officers Joint Advisory Group as being in the interests of all the Partners.
- 13.11 In the event that any Partner cannot agree to a particular action, activity or resource requirement recommended by the Officers Joint Advisory Group, the other Partners may agree to progress the action, activity or resource requirement without the immediate participation of that Partner. Reasonable attempts shall be made by the proceeding Partners to enable the later inclusion of any excluded Partner.
- 13.12 Suitable Nominated Officers
- 13.13 The Partners each undertake to put forward and maintain a Suitable Nominated Officer to be the competent person with responsibility for developing that Partners' component of the Strategy and representing that Partner on the Officers Joint Advisory Group.
- 13.14 The Partners agree that the need for effective co-ordination and the considerable resource implications involved in development of the Strategy means that each Partner's Suitable Nominated Officer (and any deputy required) should be at Senior Officers Level with responsibility for waste-related services.
- 13.15 Should any Partner's Suitable Nominated Officer or deputy not attend any meeting of the Officers Joint Advisory Group the meeting should still take place and the Partner be informed of any actions or resources requested from that Partner agreed in their absence.

14. Failure to follow the Memorandum of Understanding

- 14.1 In the event that a Partner fails to follow any aspect of this Memorandum of Understanding, the Partners agree that the Partner in question would then be required to provide written explanations as to the reasons why to other Partners on their request.
- 14.2 Where this explanation is not deemed acceptable by any of the other Partners, the remaining Partners may choose on the basis of a unanimous decision, to waive their commitments (such as information sharing) to that Partner under the Memorandum of Understanding.

We, the following, agree to be bound as Partners in the
Warwickshire Waste Partnership by the terms of this
Memorandum of Understanding dated _____

On behalf of:

**NORTH WARWICKSHIRE
BOROUGH COUNCIL** _____

**NUNEATON & BEDWORTH
BOROUGH COUNCIL** _____

RUGBY BOROUGH COUNCIL _____

**STRATFORD-UPON-AVON
DISTRICT COUNCIL** _____

WARWICK DISTRICT COUNCIL _____

And

**WARWICKSHIRE
COUNTY COUNCIL** _____