

Constitution of the Lichfield and Tamworth Waste Collection Services Joint Waste Management Board

1. TITLE AND LEGAL POWERS TO CONSTITUTE

1.1 The committee shall be known as the “Lichfield and Tamworth Waste Collection Services” referred to in this Constitution as the “Joint Waste Management Board”

1.2 *Each Partner Council has a duty under S 43 of the Environmental Protection Act to execute the requirements of that Act and to provide domestic waste collection in its administrative area*

1.3 The Partners have agreed to form a Joint Waste Management Board for the purposes of Section 101 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 (the Act) and the Executives of those parties acting under Executive arrangements under the Act wish to enter into this Agreement and Constitution

1.4 Each of the partner councils has delegated responsibility for this Constitution, and any future amendments to it, to its Cabinet/Executive for approval and it has been (will be) adopted by each such Partner Council committing that Council to membership of the Joint Waste Management Board and to the terms and conditions of this Constitution

1.5 The membership of the Joint Waste Management Board and the delegation of functions to the Joint Waste Management Board shall be included in the Constitutions of each individual Partner Council

1.6 The Joint Waste Management Board will appoint a Joint Waste Partnership Steering Group, with delegated responsibilities to allow for ongoing dialogue and development of recommendations and options for consideration by the Joint Management Board as set out in Appendix 1.

2. OBJECTIVES AND MEMORANDUM OF AGREEMENT

2.1. The Members of the Joint Waste Management Board wish to operate a shared waste collection service in order to achieve a sustainable and competitive service offering opportunities for enhanced services and economies of scale

2.2. The Partner Councils intend to:-

2.2.1. Work together to provide a single shared service for the delivery of waste collection services in their Joint Areas

2.2.2. Oversee, monitor, manage and develop the joint arrangements to ensure the successful establishment of the shared service

2.2.3. Seek to enhance and improve the services offered

- 2.2.4. Seek to improve and sustain performance standards and cost effectiveness of services provided by the Partners to the residents across their Joint Areas
- 2.2.5. Explore all options for the ongoing service delivery of the waste collection activities. To determine the option which, for, the activity concerned secures best value to each of the Partner Councils and to the Council Tax payers of their Joint Areas
- 2.2.6. Ensure that in any option appraisal conducted under paragraph 2.2.5 above full consideration is given to the impact, (financial and non financial), on employees and other services of each of the partner Councils and that these are made known to, and accepted by, each Partner Council (Cabinet or Executive as delegated) before any action is taken to implement any further options
- 2.2.7. Be bound by the principles of Best Value and to maximise the opportunities under the power to promote the environmental, social and economic well being in all matters related to waste collection services implementation and management
- 2.2.8. Consider any other activities in accordance with the general scope of responsibility provided it continues to promote, develop or secure the role of the Joint Waste Management Board in waste collection services implementation and management to the benefit of residents and businesses for their Joint Areas
- 2.2.9. Work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly.
- 2.2.10. Share in a fair and equitable manner the costs and work included in achieving the objectives And for that purpose have entered into the Memorandum of Agreement by which a partnership for delivery of the shared service has been established and shall establish and maintain a Joint Waste Management Board with the membership, powers, duties and responsibilities set out in this Constitution

3. DEFINITIONS

The following definitions apply to this Constitution including Schedules 1 & 2 thereof:-

- 3.1 “Adopted Business Plan” has the meaning given in **paragraph 9.3**
- 3.2 “the agreed proportions” means the method of apportioning costs to partner authorities
- 3.3 “Chair” and “Vice-Chair” means the Joint Committee Members appointed as Chair and Vice-Chair respectively further to **paragraph 6.2**
- 3.4 “waste collection services” means the statutory and discretionary services described in **Appendix 1**
- 3.5 “Business Plan”, “Annual Action Plan”, “Draft Rolling Business Plan”, “Draft Annual Action Plan” and “Adopted Business and Action Plan” have the

meanings given in paragraph 9.0

3.6 “Functions” means the functions of the Joint Waste Management Board set out in paragraph 4 of this Constitution

3.7 “Joint Waste Management Board Members” means a person appointed to the Joint Waste Management Board paragraph 5

3.8 “Joint Areas” means all of the administrative areas of the Partner Councils as one whole

3.9 “Lead Member” means the elected portfolio holder of the executive of each of the Partner Councils

3.10 “Lead Officer” means the chief officer for waste collection services for the Authority

3.11 “Memorandum of Agreement” means the agreement between the Partner Councils as set out in paragraph 2

3.12 “Objectives” means the objectives of the Joint Waste Management Board set out in paragraph 2

3.13 “Partner Council” and “Partner” means the Councils who’s elected Members have voting rights on the Joint Waste Management Board as detailed in paragraph 5.1.1. “Partners” means the Partner Councils collectively

3.14 “Role of the Joint Waste Management Board Member” is as specified in paragraph 9

3.15 “Secretary” means the officer designated for the purposes of paragraph 7

3.16 “Special Meeting” means a meeting convened under paragraph 12

3.17 “The Joint Waste Management Board” means Lichfield District Council and Tamworth Borough Council shared service for Waste Collection

3.18 “Voting Member” means any Joint Waste Management Board Member, or their Substitute Member

4. FUNCTIONS

The functions of the Joint Committee are:-

- 4.1. Approve the strategies, policies and activities contained in the Partnership Waste Strategy and Action Plan.

- 4.2. Make recommendations to the Partner Councils to secure resources as required to meet the Objectives
- 4.3. Keep under review the waste collection services offered by the shared service through Annual performance reporting
- 4.4. Ensure that it keeps abreast of legislative change or likely or impending legislative change and/or direction of statutory and non-statutory guidance from Central Government.
- 4.5. To approve, for consideration of the Partner Councils, the Draft Rolling Business Plan and Annual Action Plan, and to ensure the implement the Approved Business and Actions Plans
- 4.6. Ensure that there is in place an appropriate exit strategy and that appropriate post implementation reviews are conducted for all significant service changes
- 4.7. To commission research and public opinion surveys into matters relevant to the Objectives
- 4.8. To develop proposals for the future development of waste collection services (to be included for consideration in the Draft Rolling Business Plan)
- 4.9. To develop proposals on how the Partner Councils can discharge their waste collection liability, to promote and/or improve the economic, social and environmental well-being in their Joint Areas and contribute to the achievement of sustainable development.

5. COMPOSITION

The composition of the Joint Waste Management Board are as follows:-

Membership

5.1 The membership of the Joint Waste Management Board shall be as follows:-

5.1.1 Partner Councils (each with voting rights for each elected Member) -

Tamworth Borough Council	<ul style="list-style-type: none"> • Council Leader or nominated deputy • The Portfolio Holder with responsibility for Waste Management or nominated deputy • The Chief Executive or nominated deputy (Advisory Capacity) • The Chief Officer with responsibility for Waste Management or nominated deputy (Advisory Capacity)
Lichfield District Council	<ul style="list-style-type: none"> • Council Leader or nominated deputy • The Portfolio Holder with responsibility for Waste Management or nominated deputy • The Chief Executive or nominated deputy (Advisory Capacity)

	<ul style="list-style-type: none"> • The Chief Officer with responsibility for Waste Management or nominated deputy (Advisory Capacity)
--	--

5.2 The terms of office of a Joint Waste Management Board Member and any substitute shall be normally reflect the political election cycle of each partner Council, provided that for the duration of that period they remain member of the appointing Authority /Body and have been appointed by that Authority/Body to be or remain a Member of the Joint Waste Management Board. Each Partner Council shall nominate the name and contact details of their appointed Member (and Substitute Member, if appointed), of the Joint Waste Management Board e. Authorities or bodies in membership of the Joint Waste Management Board may change their appointed Joint Waste Management Board member or Substitute at any time provided that written notice is given, taking effect upon receipt

5.3 The Partner Council shall, as far as possible, ensure that the person appointed has the skills and qualities required to fulfil the role of a Joint Waste Management Board Member

5.4 Each of the Partner Councils may send appropriate Officer(s) to meetings of the Joint Committee to support their Joint Waste Management Board Member

5.5 Substitute members shall be allowed

Voting Rights and Voting Procedures

5.6 Each of the Joint Waste Management Board Members (or Substitute Members as appropriate) of the Partner Councils shall have one vote on any issue before the Joint Waste Management Board for determination. Decision shall be made through simple majority voting

5.7 All voting shall be by a show of hands, unless the provisions of paragraph 5.8 below apply

5.8 Recorded votes shall be taken if requested by any Voting Member. Similarly any such voting member shall have the right to have the way they voted (or abstained) recorded in the minutes

6. MEETINGS AND CHAIRING OF MEETINGS

6.1. The Joint Waste Management Board shall meet at least twice a year.

Other meetings may be called as necessary with the agreement of the Chair. The meeting venue will alternate between each of the partner Councils, and shall be agreed annually.

6.2. The Chair may summon a Special Meeting of the Joint Committee at any time. A Special Meeting shall also be summoned on the requisition in writing of not less than two Voting Members, and shall specify the business to be considered at the Special Meeting. Within five (5) working days of receipt of such a request, arrangements for the Special Meeting should be made to be held in accordance with the timetable in paragraph 6.5 below

6.3. The Chair and Vice-Chair of the Joint Committee shall rotate automatically annually between the Partner Councils. The Member appointed to the office of Chair or Vice-Chair shall be a Voting Member of the Joint Committee

6.4. The quorum for the Joint Committee shall be two Voting Members (one from each partner Council)

- 6.5. A printed copy of the agenda for each meeting and (except for the initial meeting) the minutes of the previous meeting, shall be despatched by the Secretary (unless it is an adjourned meeting), at least five working days before such meeting to each Joint Waste Management Board Member and Substitute Member and Officer Group representative. The summons shall contain notice of all business, except urgent business, which is in the ordinary course, or by direction of the Chair, required to be brought before the Joint Committee. In the case of a matter requiring urgent attention the Chair at their absolute discretion may agree to a meeting of the Joint Waste Management Board being convened with less than five working days' notice (but not less than three working days)
- 6.6. Meeting of the Joint Waste Management Board will be open to the public and press, except during consideration of items containing confidential or exempt information within the meaning of the Local Government Act 1972 (as amended)
- 6.7. Minutes of the Joint Waste Management Board shall be available to the public and press as though they were minutes of a meeting of a Partner Council
- 6.8. The Chair will invite any person to attend a meeting of the Joint Waste Management Board for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Waste Management Board's functions, where that person is able to provide a professional or commercial viewpoint, which the Chair considers would be of assistance to the Joint Waste Management Board

7. SECRETARY

- 7.1. The Joint Waste Management Board shall provide an Officer who will act as Secretary to the Joint Waste Management Board and, either through that Officer or another Officer, legal advisor the Joint Committee. This is to be shared equally between each of the partner Councils, and each of the partner Council's Chief Executive will nominate an Officer to act as secretary.
- 7.2. The responsibilities of the Secretary in respect of the business of the Joint Waste Management Board shall be as follows:-
 - 7.2.1. To make all necessary arrangements for the convening of meetings;
 - 7.2.2. To ensure the provision of any necessary advice on the technical, legal and, subject to the provision of paragraph 9.4 below, financial implications, of matters under consideration;
 - 7.2.3. To bring attention to relevant matters which merit consideration;
 - 7.2.4. To take and maintain minutes of meetings, and to advise the Chair so as to ensure that business at meetings is conducted in accordance with legal requirements;
 - 7.2.5. To manage and co-ordinate the day to day affairs of the Joint Waste Management Board and its administrative support

8. ROLE OF A JOINT COMMITTEE MEMBER

The responsibilities of a Joint Waste Management Board Member are as follows:-

8.1 To be committed to, and act as a champion for the achievement, of the Objectives

8.2 To be a good ambassador for the Joint Committee

8.3 To attend Joint Waste Management Board meetings, vote on items of business and make a positive contribution to the achievement of the Objectives

8.4 To remain acquainted with emerging technologies and processes in the area of waste collection services

8.5 To act as an advocate for the Joint Waste Management Board in seeking any necessary approval of their Authority to the Draft Business Plan and Annual Action Plan

9. ROLLING BUSINESS PLAN AND ANNUAL ACTION PLAN

9.1. The Joint Waste Management Board shall consider and agree a rolling Business Plan to suit each Councils financial budget, with a business plan. This will include SMART (specific, measurable, achievable, realistic and timed) targets.

9.2. The Draft rolling Business Plan shall be prepared each year and shall set out in the Draft Annual Action Plan (the strategy for the achievement of the Objectives over the following full twelve-month period commencing on the 1 April). It will specify the activities to be undertaken, and arrangements to be entered into, in support of that strategy, together with a full assessment of the short and long term financial, resource, service, legal and (where appropriate) contractual implications for the Joint Waste Management Board and each Partner Council.

9.3. The Draft rolling Business Plan and the Draft Annual Action Plan shall be considered by each of the Partner Councils with a view to giving it its approval. On being approved by all of the Partner Councils the Draft rolling Business Plan and the Draft Annual Action Plan shall become the Adopted Business and Annual Action Plan. A Partner Council may approve the Draft Business Plan and/or Annual Action Plans subject to a reservation in respect of any particular matter that it has concerns with. Where approval is given subject to such reservation, the issue concerned will be considered again by the Joint Waste Management Board before deciding whether or not to include that matter, with or without amendment, in the Adopted Business and Action Plan. The position of the Partner Council(s) which continue to have an unresolved reservation about an issue will be as set out in clause 11.6 below.

9.4. The Joint Committee may consider and propose to the Partner Councils amendment(s) for approval to the Adopted Business and/or Annual Action Plan, where necessary to accommodate unforeseen circumstances, which have arisen which would assist the Joint Waste Management Board in achieving the Objectives

10. BUDGETARY ARRANGEMENTS/ DELEGATED FUNDS

- 10.1. The Partner Councils shall share the assets and liabilities of the Joint Waste Management Board in the agreed proportions, which will be based upon the number of households contained within each partner council represented as a proportion. Any reserves will be held within each partner's agreed proportion for determination by their executive members.
- 10.2. On cessation of the joint arrangements, the assets and liabilities will be distributed between the Partner Councils on the basis of the exit arrangements contained in the memorandum of agreement
- 10.3. By adopting the rolling Business Plan and Annual Action Plan each Partner Council individually will (subject to the provisions of paragraph 11.5 below) be deemed to have accepted the financial implications for it of the actions, activities and projects as set out within those Plans and shall be deemed to have delegated to the Joint Waste Management Board authority to implement those actions, activities and projects to the financial limit set out in those Plans. Other than through these processes and subject to the provisions of 10.6 below neither the Joint Waste Management Board nor a Lead Authority is able to commit any of the Partner Councils to any actions, financial provision or acceptance of any liability (one-off or ongoing, financial or otherwise)
- 10.4. If a Partner Council only adopts the Draft rolling Business Plan and Annual Action Plan subject to a reservation in respect of any particular matter(s) (as provided for in paragraph 10.3) then, unless and until it specifies to the contrary, that Partner Council will be deemed not to be committed in any way to accepting any responsibility (financial or otherwise) for that specific matter(s). If the action, activity or project is nevertheless agreed by the Joint Waste Management Board to proceed it shall not be allowed to proceed until each of the other Partner Councils has accepted any increased responsibility (financial or otherwise) that is implied by the matter proceeding other than by the acceptance of all of the Partner Councils
- 10.5. No authority is delegated to the Joint Waste Management Board to approve actions, activities or projects which have financial implications (capital or revenue, one-off or ongoing) in excess of previously approved partner budgetary contributions. Any spending in excess of these approvals would require an explicit resolution of each of the Partner Councils responsible for meeting such costs
- 10.6. Nothing in paragraph 10.5 above shall prevent the Partner Councils, or any or some of them, from delegating the responsibility for other matters relating to waste collection services to the Joint Waste Management Board on the terms (financial and non-financial), agreed at the time of the resolution to delegate the said matter(s)
- 10.7. The Joint Waste Management Board is not a body corporate and accordingly it cannot either employ people or let a contract(s) directly in its own name
- 10.8. Subject to agreement by the Joint Waste Management Board, whenever a contract is to be entered into that contract will be let by one of the Partner Councils (to be determined at the time of deciding to let a contract) as Lead Authority. That Partner Council's Procurement Strategy, Financial and Contract Procedure Rules will be followed in the procurement processes. The other Partner Councils which have agreed to the contract being let will

be jointly and severally liable with the Council letting the contract for the costs and other matters relevant to that contract.

11.. SCRUTINY ARRANGEMENT

11.1 The functions of the Joint Waste Management Board shall be subject to the Scrutiny arrangements of each Partner Council

11.2 The Joint Waste Management Board, its Member and its Officer advisors, shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Councils

11.3 The Overview and Scrutiny Procedural Rules adopted by each Partner Council's Constitution respectively shall apply

12. URGENT MATTERS

12.1. Subject to paragraph 12.2 this paragraph applies where the best interests of the Joint Waste Management Board require that action should be taken, or a decision made, on a matter which would normally fall to be considered by the Joint Committee in the exercise of its functions, but where such best interests would be compromised by the action, or decision, being deferred until the next meeting of the Joint Waste Management Board. In such cases the two portfolio holders (one for each authority) are authorised to take such action or decision, following consultation with the Chair of the Joint Waste Management Board. Any such action taken shall be reported to the next meeting of the Joint Waste Management Board, subject to each Councils own process for dealing with urgent business.

12.2. Paragraph 12.1 does not apply to decisions which create a contractual commitment which, if need to be determined on an urgent basis, shall be determined by a Special meeting of the Joint Waste Management Board convened with not less than five (5) working days' notice rather than in accordance with paragraph 6.6 above.

13. CONDUCT AND EXPENSES OF MEMBERS

13.1 All Joint Waste Management Board Members shall observe at all times the provisions of the Code of Conduct adopted by their Authority

13.2 Each Partner Council shall be responsible for meeting any expenses to which any Joint Waste Management Board Member (or their Substitute Member) or Officer appointed by them, as their representative, is entitled as a result of their attendance at duly authorised meetings

14. LIABILITIES OF JOINT COMMITTEE MEMBERS

14.1 Joint Waste Management Board 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. Where contractual arrangements are authorised by the Joint Waste Management Board any liabilities arising under those arrangements will rest with the Partner councils. Indemnification for any liabilities which do arise is a matter between the Joint Waste Management Board Member and their Partner Council. It is noted that under Section 101 of the Local Government Act 2000, the Secretary of State may by order make provision conferring power to local authorities to provide indemnities to some or all of their Members and Officers

15. PRESS AND PUBLIC RELATIONS

15.1 The Joint Waste Management Board shall have power to issue such press releases and carry out such further publicity as it deems necessary for the furtherance of the objectives, including the dissemination of information relating to the objectives, functions and workings of the Joint Waste Management Board, and any action taken or proposed to be taken for the benefit of the residents and/or businesses of the Joint Areas and other stakeholders. Such releases are to be agreed by all parties subject to their usual processes for agreeing press and communications.

16. DISPUTE RESOLUTION

16.1 In the event of a dispute which cannot be resolved by the Joint Waste Management Board the matter(s) concerned shall, before any other remedy is sought, be referred to a Joint Meeting of the Joint Waste Management Board with the Cabinet/Executive Members of the Partner Councils

17. ADDITIONAL PARTNERS

17.1 The Partner Councils may agree to the inclusion of one or more additional Councils joining the joint arrangements.

18. CESSATION OF MEMBERSHIP

18.1 Any of the Partner Councils may withdraw from membership of the Joint Waste Management Board by giving eighteen months notice in writing to the Secretary

18.2 In the event of a Partner Council(s) withdrawing from membership of the Waste Management Board as provided for in paragraph 21.1 above, then the provisions for withdrawal in the memorandum of agreement shall apply to the

withdrawal and in respect of any contractual obligations or other financial commitments entered into on behalf of the Joint Waste Management Board whilst that Partner Council was a member of the Joint Waste Management Board and to which they were a party, the Partner Council concerned shall:-

18.2.1 Continue to meet its share of the financial commitment or otherwise meet its part of the contractual obligations until the conclusion of the commitment or obligation as provided for in the contract or other documentation setting out the commitment or obligation

18.2.2 Continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments

18.2.3 Be entitled to receive its fair share of any assets held by or on behalf of the Joint Waste Management Board as at the date of their withdrawal from membership but (unless the remaining Partner Council at their sole discretion to "buy-out" and financial compensate the withdrawing

Partner in respect of the said assets) only when those assets are realised by the remaining members of the Joint Committee

18.2.4 Meet any employment related costs incurred on behalf of the Joint Waste Management Board which emanate solely from that/those Partner Council(s) decision to withdraw from membership of the Joint Waste Management Board

19. ACCESS TO INFORMATION

19.1 The freedom of information regulations shall apply to the Joint Waste Management Board's business.

Appendix 1

Joint Waste Partnership Steering Group

1.1 Role and functions – Partnership Steering Group

There will be a Partnership Steering Group with the following role and functions:

- (a) To develop a relevant “Business Plan” and “Annual Action Plan”,
- (b) To oversee the development and implementation of the Joint Waste Strategy and to make recommendations to the Joint Waste Management Board.
- (c) To consider a joint approach to funding of the Partnership and to make recommendations to the Joint Waste Management Board.
- (d) As the Partnership develops, to consider whether these terms of reference are the most appropriate method to achieve the effective and timely implementation of the Strategy and to recommend to the Joint Waste Management Board any necessary changes for onward recommendation to the Council if necessary
- (e) To meet regularly depending on demand to monitor the performance of the service and receive reports on performance and provide reports to the Joint Waste Management Board.
- (f) To consider and make recommendations to the Joint Waste Management Board on the draft revenue budget for the Joint Waste Service.
- (h) To monitor the provision of services within the scope of the Functions by Host Council.
- (i) To supply to Joint Waste Management Board Information Reports comprising the following information:
 - a) Performance Monitoring Data
 - b) Budget Information
 - c) Recommendations and proposals for future development

1.2 Composition

- a) The Steering Group will comprise 1 (one) Officer from each of the Councils and 1 (one) portfolio holder, plus a note taker and a Joint Waste technical advisor .
- b) The Officer Representatives of each Council will be nominated by individual councils.
- c) The Chairman of the Steering Group will be rotated between the relevant portfolio holder.
- d) Officers shall attend each Partnership Steering Group meeting acting as an adviser to the partnership and shall be entitled to submit relevant reports for consideration by the Partnership Steering Group. Officers shall be:
 - A senior officer from each council
 - Partnership Manager
- e) The Partnership Steering Group will meet on such occasions as the Partnership Steering Group may agree but not less than quarterly.

2 Decision making

a) The Partnership Steering Group does not have or require specific delegated powers. Each member of the Partnership Steering Group has delegated powers from their respective Councils to enable decisions and ensure business is efficiently carried out.

b) Reports, business plans, budgets, policies, performance monitoring, strategies and significant restructuring are required to be submitted to the Joint Waste Management Board before being implemented or for decision.

c) A quorum of the Steering Group shall be 3 Officers (1 from each council plus a technical advisor). Actions are to be recorded.

d) If a quorum cannot be reasonably achieved there will be a straight pass through to Joint Waste Management Board, with a note to that effect included in the minutes.

e) Resolutions of the Joint Waste Partnership Steering Group shall be by a majority of the Officers in attendance. In this case attendance may be by phone, writing, proxy or electronic means.

f) Implementation of any decision remains subject to the constitution, rules and regulations of individual Councils. Where the members of the Partnership Steering Group do not have delegated authority to make a decision this must be referred upwards in accordance with each Council's constitution.

g) Any referral upwards for a decision must include reference to the Partnership Steering Group's recommendations or decisions.

Joint Waste Partnership Decision Making

Decision	Officers	Partnership Steering Group	Joint Waste Management Board	Individual Councils
Budget management within agreed net budget	✓	x	x	x
Internal HR matters including, staffing, discipline & grievance	✓	✓- restructures only	x	x
Setting of fees and charges, letting of contracts	develop	x	✓ below KDL and in agreed budget	✓ above KDL
Business Plan	develop	recommended	✓	
Joint Waste Strategy	develop	advise	recommend	✓
Policies	x	x	✓	