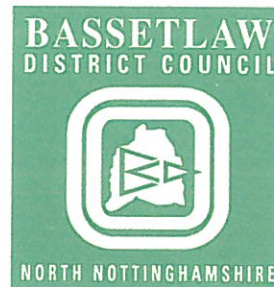
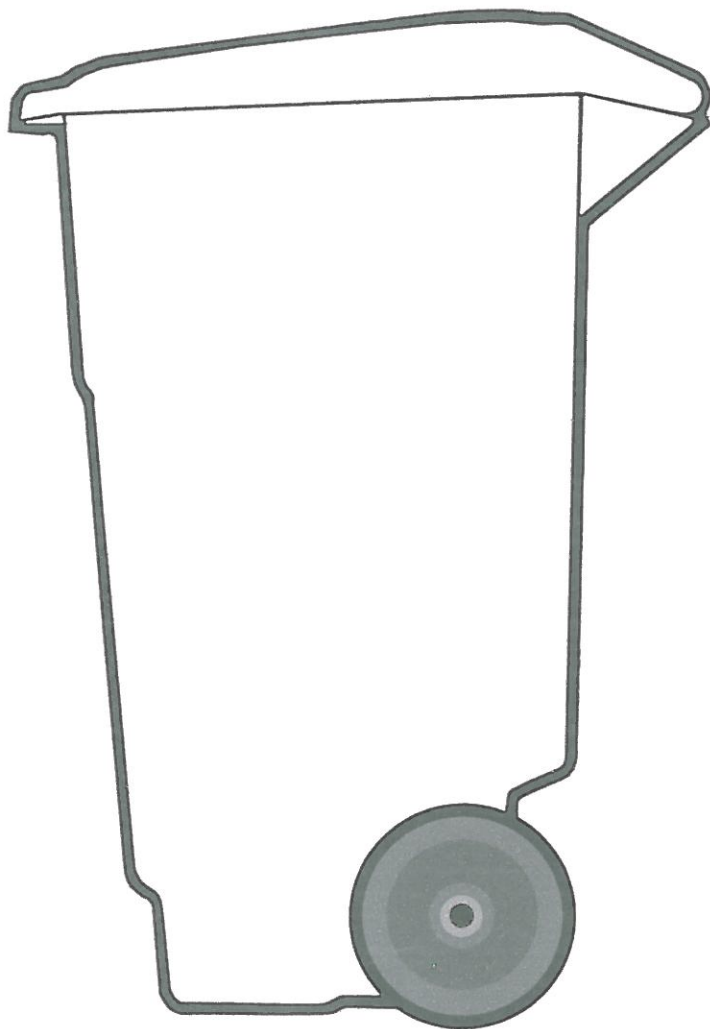


NOTTINGHAMSHIRE

WASTE

PARTNERSHIP

AGREEMENT



Positive People - Positive Leadership - Positive Partnerships



Nottingham
City Council



THIS AGREEMENT is made the

17th day of April

Two Thousand and Twelve **BETWEEN:**

- (1) **NOTTINGHAMSHIRE COUNTY COUNCIL** ('County') of County Hall West Bridgford Nottingham NG2 7QP
- (2) **NOTTINGHAM CITY COUNCIL** of Loxley House, Station Street, Nottingham. NG2 3NG
- (3) **ASHFIELD DISTRICT COUNCIL** of Council Offices Urban Road Kirkby-in-Ashfield Nottinghamshire NG17 8DA
- (4) **BASSETLAW DISTRICT COUNCIL** of Queen's Buildings Potter Street Worksop Nottinghamshire S80 2AH
- (5) **BROXTOWE BOROUGH COUNCIL** of Council Offices Foster Avenue Beeston Nottinghamshire NG9 1AB
- (6) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottinghamshire NG5 6LU
- (7) **MANSFIELD DISTRICT COUNCIL** of Civic Centre Chesterfield Road South Mansfield Nottinghamshire NG19 7BH
- (8) **NEWARK & SHERWOOD DISTRICT COUNCIL** of Kelham Hall Newark Nottinghamshire NG23 5QX
- (9) **RUSHCLIFFE BOROUGH COUNCIL** of The Civic Centre Pavilion Road West Bridgford Nottingham NG2 5FE

WHEREAS:

1. **THE** parties wish to exercise their waste management responsibilities jointly in order to:

- develop and implement sustainable waste management policies and practices to achieve best value for the people of Nottinghamshire and Nottingham City
- establish a mutually beneficial framework for changes and development of waste collection and disposal services
- minimise waste generation in Nottinghamshire and Nottingham City and manage waste in accordance with the waste hierarchy

- maximise recycling and recovery levels from waste in order to meet or exceed European Union and United Kingdom targets as far as possible consistent with each party's capacity to fund those processes
- maximise value and performance from waste management contracts to the mutual benefit of the parties involved and the people of Nottinghamshire and Nottingham City

NOW IT IS AGREED as follows:

1. Definitions

- 'executive member' means a member of the executive of one of the parties for the purposes of section 11 of the Local Government Act 2000
- Scrutiny means such arrangements as each party has in place to implement the overview and scrutiny provisions of the Local Government Act 2000

2. Duration & Termination

This agreement will continue for two years from its signing to enable the Board (as defined in clause 3 below) to be established in order to review and propose modification of existing operational waste management arrangements. It will continue after the two years until such time as it is amended or revoked or until one party serves notice on each other party terminating its participation in the agreement. In the event of such notice being served the Board will consider the effect of such notice on the remaining parties and this agreement

3. Joint Management Committee (the 'Board')

- 3.1 The parties hereby establish a joint management committee (the 'Board') whose purpose is to:
- keep under review this agreement and make any necessary recommendations to the parties for its amendment
 - monitor the provision of waste management services by the parties and relevant contractors

- work towards the development of a county wide waste management strategy, inclusive of both Waste Disposal Authority and Waste Collection Authority targets and aspirations.
- consider how to share any benefits between the Waste Disposal Authorities and Waste Collection Authorities obtained from the reduction of residual waste and/or improvements in recycling and composting performance
- consider how national and European indicator targets and local targets can best be achieved including contractual performance indicators
- consider how best to minimise contamination of waste
- propose promotional publicity and advertising to secure the objectives of this agreement
- review relevant performance and financial reports provided by all relevant parties
- recommend measures to secure continuous improvement of waste management
- consider and propose expansion and development of services
- provide considered responses and guidance to any change or proposed change in policy or legislative framework

- 3.2 The Board shall comprise an executive or other member (as permitted and enabled by the executive arrangements created and enabled by the Localism Act 2011) representing each party who shall be entitled to vote. In addition an officer of each party will attend the meeting. Meetings will not be quorate unless at least four such executive members are present, including one executive member from each Waste Disposal Authority.
- 3.3 The Board will meet at quarterly intervals in the first year, and thereafter at a frequency to be agreed by the Board. Adequate written notice of meetings will be given to each party's representatives of at least five clear working days specifying the agenda for the meeting. The Board will invite such persons (e.g. contractual representative) to any meeting as may assist in the conduct of business.
- 3.4 The Board will be chaired and serviced administratively by the hosting authority, which will rotate between the parties as may be agreed by the Board.
- 3.5 Decisions of the Board shall require a unanimous vote of those present and voting. The Board does not possess delegated executive powers or duties. Decisions of the Board requiring executive authority will be recommended by the Board to each party for decision as appropriate under each party's constitution.

- 3.6 The Board shall conduct a comprehensive review of the operations envisaged by this agreement 12 months after the signing of this agreement.

4. Miscellaneous

- 4.1 It is hereby agreed and declared that the parties retain their entire discretion as to the fulfilment of their respective statutory responsibilities unfettered by the terms of this agreement
- 4.2 The parties will maintain sufficient records of their waste management operations as are necessary and provide those records as required to the Board to enable the Board to carry out its duties and specifically its duties of monitoring and review of performance and recommending how the burden of costs and income should fall
- 4.3 Each party shall co-operate fully with each other party in responding to any requests received under the Data Protection Act, Freedom of Information Act, or the Environmental Information Regulations
- 4.4 Nothing in this agreement shall be construed as making one council liable for any acts or omissions of another
- 4.5 Any dispute arising out of this agreement or the arrangements envisaged by it shall in the first instance be referred to the chief executives of those parties in dispute. If the chief executives are unable to resolve the dispute within a period they consider reasonable they shall determine an appropriate mechanism for resolving the dispute
- 4.6 Nothing in this agreement shall be construed as creating a separate legal entity or private partnership
- 4.7 The provisions of this agreement and the arrangements envisaged by them are open to scrutiny by the scrutiny committees of each party
- 4.8 The terms of this agreement will be kept under regular review by the Board and any of its terms may be varied by agreement of the parties

SIGNED ON BEHALF OF of NOTTINGHAMSHIRE

COUNTY COUNCIL in the presence of:-



Partnership Member

SIGNED ON BEHALF OF of NOTTINGHAM

CITY COUNCIL in the presence of:-

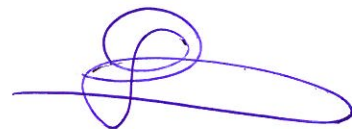


Chair

Partnership Member

SIGNED ON BEHALF OF of ASHFIELD

DISTRICT COUNCIL in the presence of:-



E DE COBLY
SERVICE DIRECTOR

Chair

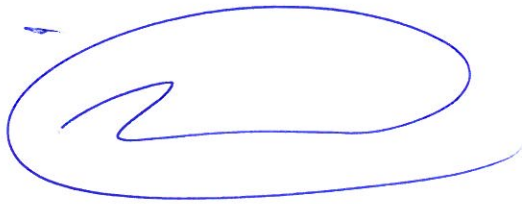
Partnership Member



CHURCHILL W.T. NOTTALL

SIGNED ON BEHALF OF of BASSETLAW

DISTRICT COUNCIL in the presence of:-



Chair



Partnership Member

SIGNED ON BEHALF OF of BROXTOWE

BOROUGH COUNCIL in the presence of:-



~~Mayor~~



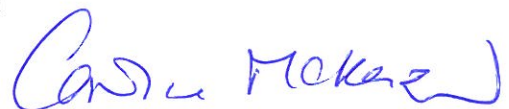
Partnership Member

SIGNED ON BEHALF OF of GEDLING

BOROUGH COUNCIL in the presence of:-



Mayor



Partnership Member

SIGNED ON BEHALF OF of MANSFIELD

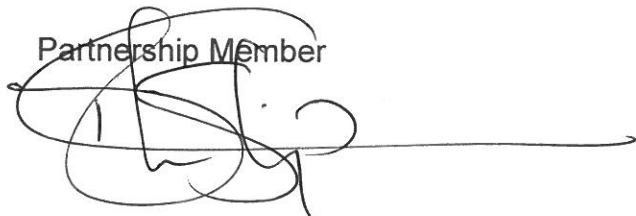
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DISTRICT COUNCIL in the presence of:-



Chair

Partnership Member



SIGNED ON BEHALF OF of NEWARK & SHERWOOD

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DISTRICT COUNCIL in the presence of:-



Chair

Partnership Member



SIGNED ON BEHALF OF of RUSHCLIFFE

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BOROUGH COUNCIL in the presence of:-



Portfolio Holder for Environment

Partnership Member

