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**OXFORDSHIRE RESOURCES & WASTE
PARTNERSHIP**

MEMORANDUM OF UNDERSTANDING

Cherwell District Council

Oxford City Council

Oxfordshire County Council

South Oxfordshire District Council

Vale of White Horse District Council

West Oxfordshire District Council

June 2019

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OXFORDSHIRE RESOURCES & WASTE PARTNERSHIP FOR OXFORDSHIRE

MEMORANDUM OF UNDERSTANDING

1 PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

- 1.1 This Memorandum of Understanding (the "**MoU**") sets out the Partners' (as defined below) agreement for the operation of the Oxfordshire Resources & Waste Partnership (the "**Partnership**").
- 1.2 This MoU clarifies and records the responsibilities of the Partners to the MoU individually and collectively, including to each other.

The parties to this MoU (who are also the "**Partners**" of the Partnership) are:

- (a) Cherwell District Council
- (b) Oxford City Council;
- (c) Oxfordshire County Council;
- (d) South Oxfordshire District Council
- (e) Vale of White Horse District Council
- (f) West Oxfordshire District Council

2 CONTEXT

- 2.1 The Partners recognise that all Local Authorities within Oxfordshire share a responsibility for and a commitment to the effective delivery of a joint and sustainable approach to managing municipal waste arising in Oxfordshire.
- 2.2 The Partners have set up:
 - (a) A "**Partnership Board**" comprising an elected Member from each Partner; and
 - (b) a "**Steering Group**" comprising Directors and senior officers from each Partner; and
 - (c) a "**Operations Group**" comprising technical officers from each Partner.
 - (d) An "**Enforcement Group**" comprising enforcement officers from each Partner
 - (e) As and when required "Task Group" comprising relevant Members or Officers.

The Partnership has appointed a Partnership Officer (“PO”) to assist it in its work (see Section 9).

Schedule 2 to this MoU sets out an organogram illustrating the role and function of these groups.

- 2.3 The Partnership has agreed the Terms of Reference / Constitution for the Steering Group (as set out in Schedule 3) and the Operations Terms of Reference (as set out in Schedule 4) and such Terms of Reference may be amended from time to time by agreement of the Partnership in accordance with clause 10.
- 2.4 The Partners have a Joint Municipal Waste Management Strategy for managing waste (JMWMS). . To achieve the JMWMS partners recognise they are likely to achieve better results by working together. Additionally, the Partners recognise the importance of existing and emerging national strategies on waste, which are likely to influence the content of the JMWMS. The Partners recognise that:
- (a) joint working is the most effective way of achieving the objectives of the JMWMS;
 - (b) continued joint working and collaboration builds on partnership working to date.
- 2.5 To implement the JMWMS and to facilitate joint working between the Partners, the Partners acknowledge the need for and benefits of closer partnership working and in particular to develop greater integration between the WDA and WCAs. This MoU provides the link in the development of this closer partnership working and will deliver a more holistic approach to waste management.
- 2.6 Nothing contained or implied in this MoU shall prejudice or affect the Partners' rights, powers, discretions, duties and obligations in their functions as local authorities and or in any other capacity. All rights, powers, discretions, duties and obligations of the Partners under all laws may at all times be fully and effectually exercised as if the Partners were not party to this MoU.

3 STATUS OF THE MOU AND THE PARTNERSHIP

- 3.1 This MoU is intended to be an operational document. It is not a formal or legally binding contract and the Partners expect that its scope will evolve over time. The Partners, individually and collectively, have (by signing this MoU) agreed to use all reasonable endeavours to comply with the terms and spirit of this MoU. They will not be obliged to undertake participation or expenditure which they have not agreed to as individual Partners

except where they each agree to commit funding of a specific amount (one-off or annually) to be pooled, so as to be expended as determined by agreement of the Partnership.

- 3.2 As the Partnership is not a legal entity, it cannot employ staff or enter into contracts in its own right, and will therefore have to act through an agent - normally one of the Partner authorities.
- 3.3 The Partnership has no delegated or Executive Powers. The Partnership cannot (with the exception of deciding expenditure from any pooled budgets referred to in clause 3.1 above) make any recommendations back to individual Partners that are binding on the Partners individually or collectively.

4 PARTNERSHIP PRINCIPLES

- 4.1 Each of the Partners has shown commitment to the Partnership through their ongoing participation in and support of the Partnership, the Steering Group & the Operations Group. This reflects an underlying aim for continuing cooperation and a longer term vision to deliver the Partnership's vision jointly to implement the policies set out in the Strategy.
- 4.2 The Partners, individually and collectively, agree the following key principles (the "**Partnership Principles**") to guide the activities of the Partnership:

(a) **Transparency**

All Partners are committed to ensuring the planning, development and implementation of the JMWMS is as transparent as possible to all, each other and to the public.

(b) **Consultation**

- (i) All Partners recognise the importance of consultation and the need to consult proportionately with all stakeholders in Oxfordshire.
- (ii) All significant new initiatives, contracts and changes in working practices that impact on the way waste services are delivered in Oxfordshire will be openly discussed between the Partners.

(c) **Co-Operation**

- (i) Actions and decisions to be taken by the Partnership should reflect what is in the best interests of all council taxpayers and the implications for individual

Partners within the geographical area of Oxfordshire and take into account what is fair and equitable for each Partner.

- (ii) The Partners accept the need to work more closely together to provide more effective, efficient and financially viable waste services. The Partnership will explore the development of joint initiatives between all or some of the Partners, with or without third party authorities or private companies on waste minimisation, recycling, recovery, treatment, collection and disposal.
- (iii) The Partners agree collectively to monitor and review the effectiveness of the JMWMS adopted in Oxfordshire, as well as consider the options for the future delivery of services to meet the aims and objectives of the JMWMS.
- (iv) The Partners agree to 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 and to share in a fair and equitable manner (having regard to their statutory responsibilities) the costs and work involved in achieving the Partnership Principles and the Partnership Objectives.
- (v) The Partners recognise the need to take a holistic approach on waste management in Oxfordshire rather than that of any individual WCA or WDA if their collective strategy objectives are to be met.
- (vi) The Partners agree that coordinated actions and collaboration where possible is more likely to achieve the shared strategy of the Partnership.

(d) **Information**

- (i) In recognition of the importance of information and statistics in relation to waste services, the Partners agree to provide and share information necessary to monitor and measure the effectiveness of initiatives.
- (ii) Such information should be collected and presented in an agreed format to enable quick and easy interpretation to the Partners and the public.
- (iii) The Partners agree to ensure that information and statistics provided are accurate, supplied in a timely fashion and produced to high standards of data quality.

(e) **Cost and Benefits Sharing**

To share in a fair and equitable manner the work and costs involved and the economies made, in achieving the Partnership Principles and the Partnership Objectives (defined below). The Partners agree that the Steering Group will usually be the appropriate forum for the discussion of such sharing arrangements. The Steering Group, guided by the Partnership Board, will develop such sharing arrangements for presentation to the Partnership Board. It is however agreed that individual Partners will have to agree with any cost, work or economy sharing proposals which are made. The Steering Group will not be able to make these decisions on their behalf.

5. CODE OF CONDUCT

5.1 All Members of the ORWP Board shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the ORWP Board.

5.2 Members may come into contact with confidential information during the course of their mandate. In such circumstances, Members must never:

a) disclose such information to any third parties; or

b) use the information to the disadvantage or discredit of any of the six partners of the ORWP or anyone else.

5.3 All Members shall agree to abide by this code of conduct and failure to do so will result in the Members referring the matter to the Leaders group for consideration.

6 OBJECTIVES

6.1 The Partners agree to work towards achieving the objectives of the Partnership (the "**Partnership Objectives**"). The Partnership Objectives are to:

(a) enable the Partners to work together to deliver economical, efficient and effective waste management in accordance with the policies and targets identified in the Joint Municipal Waste Management Strategy (JMWMS);

(b) examine the different options for working with other local authorities as appropriate, on waste management;

(c) develop a long-term vision and influence the long-term planning needs for waste as a resource in Oxfordshire.

- (d) ensure the Minerals and Waste Local Plan contributes to the successful delivery of economic, efficient and effective waste management;
- (e) monitor the economy, efficiency and effectiveness of waste management in Oxfordshire;
- (f) explore all options for the future procurement and delivery of municipal waste collection, recovery, treatment and disposal, including minimisation and reuse. This shall also include the possibility of future joint contracts for refuse collection (including or excluding recyclable materials) and/or waste disposal and including an examination of the opportunities for continued involvement of the existing providers employed by, or joint venture provider of, any Partner;
- (g) work with, and support as required, statutory agencies, non-governmental organisations (NGOs), commercial enterprises of all sizes, business, scientific, commercial and voluntary/not for profit organisations and other bodies who are in pursuit of developing, supporting and influencing the future direction of sustainable waste/resource management, particularly waste;
- (h) consider and evaluate, where appropriate, processes to manage waste from commercial and industrial sources from within and outside Oxfordshire if commensurate benefits accrue to Oxfordshire residents and it contributes to their overall environmental, social or economic well being;
- (i) discuss at meeting(s) of the Partnership any plans for any Partner to enter into arrangements relating to waste disposal and/or collection and/or recycling (a Proposal) with:
 - (i) any one or more of the Partners; or
 - (ii) any third party,in order that Partnership can assess, prior to the Proposal being entered into, the effect of such plans on the activities of the Partnership and its members and discuss whether there is scope for greater Partnership involvement in the Proposal;
- (j) work between the Partners on the detailed design and delivery of a waste management solutions and as existing contracts expire, where practicable, seek to facilitate the letting of new contracts which enable the development of such integrated solutions;

- (k) reach and maintain the levels of county-wide recycling and composting performance at 65% by 2025 & 70% by 2030 and to seek to recommend that budgets are made available to maintain this level of performance;
- (l) prior to implementing any significant changes to their collection or disposal methodology or systems to discuss with the Steering Group and report to the Partnership the potential impact of any such changes. Changes should not undermine the partnership but should strengthen the partnership;
- (m) in all of its considerations and recommendations be bound by the principles of Best Value and to maximise the opportunities under their powers (including the general power of competence provided by Section 1 of the Localism Act 2011) to promote the environmental, social and economic well-being in all matters related to waste management.

7 MEMBERSHIP AND VOTING

- 7.1 Each Partner will appoint an elected member and a substitute elected member to serve on the Partnership Board (called "**Partnership Members**"). Whilst appointments may be reviewed annually some strong consistency of membership is encouraged.
- 7.2 Each Partnership Member appointed to represent the Partner at meetings shall have sufficient knowledge and authority on waste matters to contribute effectively to the meetings. This would normally include the member of that Council with Lead Member/Portfolio Holder responsibility (as appropriate to that Council's political structure) for waste issues.
- 7.3 Each Partner shall be entitled to a total of one vote to be cast on behalf of such Partner by its Partnership Member(s) or the substitutes. Determination of Partnership's decisions should largely come from agreement but some decisions may require a vote. Voting will be carried out in such a manner that each Partner acts freely and independently. This will include ballot voting where necessary. Each of the Partners agrees that its vote shall be cast in a manner consistent with the Partner's policy objectives rather than in accordance with any personal view of the Partnership Member or substitute exercising the right to vote on behalf of the Partner.
- 7.4 The Partnership will endeavour to reach agreement on issues that are voted upon taking all reasonable steps to reach a consensus.
- 7.5 If the Board cannot reach an agreement then the Chair has the casting vote.

8 MEETINGS AND CHAIRING

- 8.1 The Partnership Board shall have a Chair and a Vice-Chair.
- 8.2 The Chair and Vice-Chair will be from different Partners. They will be rotated on a two yearly basis unless agreed otherwise by the Partners.
- 8.3 At least four meetings a year will be held dependent upon issues that arise or decisions that need to be considered. A few issues may arise where additional meetings are needed but the aim is for four meetings per year.
- 8.4 Meetings are not open to the public but non-members of the Partnership may attend by invitation. Confidential items of business may be considered in private at the end of meetings at the Chairman's discretion.
- 8.5 A special meeting shall be held if called by either the Chair or by at least 50% of the Elected Members from Partner Authorities requesting in writing (to the PO) such a meeting.
- 8.6 The quorum for a meeting shall be three Partners.
- 8.7 The agenda calling the meeting and accompanying reports shall be circulated to all Partnership Members (and their substitutes and to members of the Steering Group) at least five working days before the meeting..

9 OFFICER SUPPORT GROUP AND ORWP PARTNERSHIP OFFICER

- 9.1 The Partners shall, by applying pooled resources, employ (through one of the Partners) a Partnership officer (the "**ORWP Partnership Officer**") to advance the Partnership Principles and Partnership Objectives.
- 9.2 The role and work programme for the ORWP Partnership Officer will be determined and monitored by the Partners. The ORWP Partnership Officer will report to the Chair.
- 9.3 The Steering Group together with the ORWP Partnership Officer shall support the Partnership Board.
- 9.4 The Steering Group will prepare reports and recommendations for consideration by the Partnership Board. Officers forming the Steering Group shall be at a senior level and be in a position to represent their individual Authority views on strategic waste issues.
- 9.5 The Officers of each Partner shall be responsible for leading on implementation of the Partnership's position (once adopted by all Partners).

- 9.6 The Partnership, through the Steering Group, may agree to the setting up of other officer working groups to discuss and take forward any particular issues with particular emphasis on joint working. Alternatively, consultants may be engaged by the Steering Group to take specific projects forward. The funding of such consultants will be achieved via applying pooled resources. Any additional groups or consultants engaged will be accountable to the Partnership Board through the Steering Group.

10.0 ADMINISTRATION :

- 10.1 The Partner with responsibility for the employment of the ORWP Partnership Officer shall provide administrative support to the Partnership. The PO is a senior position but shall ensure:

- (a) arrange meetings and circulate agendas and reports;
- (b) provide a venue for meetings;
- (c) arrange for minutes to be taken;
- (d) advise the Chair of the meeting as to procedures;
- (e) manage and co-ordinate to an agreed level the day-to-day administrative activities associated with the Partnership; and
- (f) ensure that all necessary advice on the general implications of matters under consideration is obtained.
- (g) Advise on complex waste management activities and co-ordinate actions across the partnership
- (h) Support partners on waste management activities, policy development and sourcing expert advice

11 DURATION

- 11.1 This agreement will remain in place subject to there being a minimum of Four Partners at all times. The terms of this MoU may, however, be varied by agreement of all the Partners.
- 11.2 This MoU shall be reviewed every 12 months by the ORWP Partnership Officer who shall report its conclusions, should amendments be required, to the Steering Group. This MoU may be reviewed at any other time by agreement with all of the Partners at a meeting of the Partnership Board.

- 11.3 Any Partner may withdraw from the Partnership by giving not less than six months' notice in writing but not before such a proposal has been considered by the Partnership and the withdrawal shall not take effect until the following 31st March.
- 11.4 Any Partner who has given notice to withdraw from Partnership is entitled to attend meetings and take part in projects until the expiry of their notice period. Any Partner withdrawing from the Partnership is not entitled to a share of the ORWP reserves on their departure.
- 11.5 Any former Partner may rejoin the Partnership at any time, by putting their intention in writing to the PO, who will immediately inform the Chair. Payment of the annual subscription for the year in which they rejoin will be the same as existing members but on a pro-rata basis, depending on what point in the year the Partner rejoins.
- 11.6 If the partnership is dissolved any reserves or liabilities should be split between the partners in the ratio of the current contributions

12 CONFIDENTIALITY

- 12.1 Subject to clauses 13.2 and 13.3, the Partners shall keep confidential any information of a commercially sensitive nature obtained by reason of this MoU and shall not disclose such information to any third party or other councils without the consent of all other Partners during or after the period of this MoU. The Partners shall take all reasonable steps as from time to time as shall be necessary to ensure compliance with this clause.
- 12.2 Each of the Partners agrees to comply in a timely manner with all reasonable requests for information from other Partners in connection with the discharge by any Partner of its waste collection and/or disposal function ("**Statutory Function**") where the exercise of such function impacts upon the exercise of the Statutory Function of the requesting Partner.

13 INTELLECTUAL PROPERTY RIGHTS

Subject to the rights of any third parties, the Partners will share equally all data, reports, drawings specifications, designs, inventions or other material produced or acquired including copyright in the course of their joint work. The Partners agree that any proposal by one partner to permit a third party to utilise the documents and materials produced by the Partnership shall be subject to the agreement of all other Partners. Any changes, amendments or updates made to documents and materials, if made under the terms of this MoU, shall be jointly owned by the Partners.

14 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 AND GDPR

- 14.1 Each of the Partners acknowledges that each of the others is subject to the requirements of the Freedom of Information Act 2000 (“**FoIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and each Partner shall where reasonable assist and co-operate with the other Partner (at their own expense) to enable the other Partner to comply with these information disclosure obligations.
- 14.2 Where a Partner receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Partner in relation to the Partnership, it shall:
- (a) transfer the request for information to the other Partner as soon as practicable after receipt and in any event within two working days of receiving a request for information;
 - (b) provide the other Partner with a copy of all information in its possession or power in the form that the Partner requires within ten working days (or such longer period as the Partner may specify); and
 - (c) provide all necessary assistance as reasonably requested by the other Authority to enable the Authority to respond to a request for information within the time for compliance set out in the FoIA or the EIR.
- 14.3 Where a Partner receives a request for information under the FoIA or the EIR which relates to this MoU or the Partnership, it shall inform the other Partners of the request for information as soon as practicable after receipt and in any event at least two working days before disclosure and shall use all reasonable endeavours to consult with the other Partner prior to disclosure and shall consider all representations made by the other Partner in relation to the decision whether or not to disclose the information requested.
- 14.4 The Partners shall be responsible for determining in their absolute discretion whether any information requested under the FoIA or the EIR:
- (a) is exempt from disclosure under the FoIA or the EIR;
 - (b) is to be disclosed in response to a request for information.
- 14.5 Each Partner acknowledges that the other Partners may be obliged under the FoIA or the EIR to disclose information:

- (a) without consulting with the other Partner where it has not been practicable to achieve such consultation; or
- (b) following consultation with the other Partner and having taken their views into account.

Schedule 1

EXECUTION OF THE MOU

SIGNATURES

This MoU is agreed by the following:

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On behalf of Cherwell District Council

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On behalf of Oxford City Council

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On behalf of Oxfordshire County Council

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On behalf of South Oxfordshire District Council

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On behalf of Vale of White Horse District Council

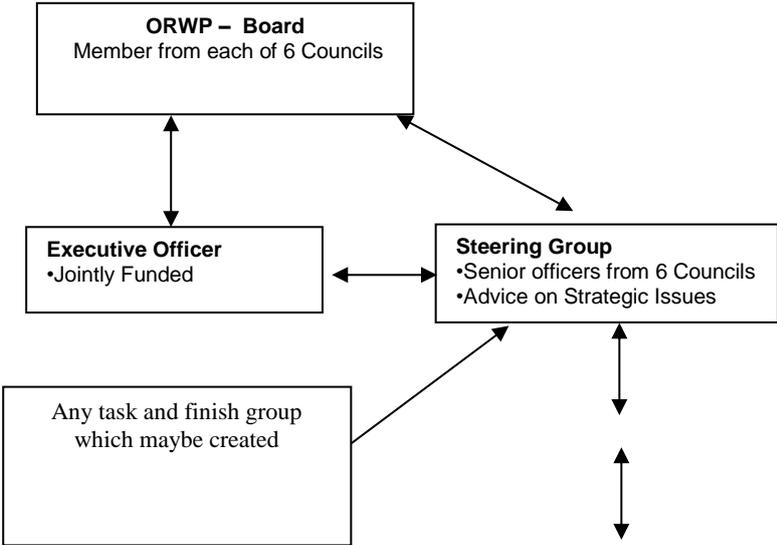
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On behalf of West Oxfordshire District Council

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Schedule 2

Inter-relations within the Oxfordshire Resources & Waste Partnership



Schedule 3

OXFORDSHIRE RESOURCES & WASTE PARTNERSHIP

TERMS OF REFERENCE / CONSTITUTION OF

THE STEERING GROUP AND OWRP PARTNERSHIP OFFICER

1) AIM

The principal aim of the Steering Group is to make recommendations to the Oxfordshire Resources & Waste Partnership (the "ORWP") as to the most efficient and effective ways to carry out the functions of the ORWP.

2) OBJECTIVES

In pursuance of the aim set out in Clause 1 (but not otherwise), the Steering Group shall have the following objectives:-

- 2.1 to form an opinion on any submission by the Steering Group Officers ("Officers") regarding their respective projects;
- 2.2 to submit to the ORWP any reports or any other form of recommendation as is from time to time appropriate;
- 2.3 to act on any directions or instructions given by the ORWP Board or the Chief Executives group in relation to delivery of the Joint Municipal Waste Management Strategy (JMWMS);
- 2.4 to liaise and give recommendations as appropriate with various groups all with a view to furthering the economic, efficient and effective management of waste in Oxfordshire in accordance with the delivery of the JMWMS;
- 2.5 to participate in the recruitment of and make recommendations on the appointment of the Partnership Officer and other Officers as appropriate on behalf of the ORWP.
- 2.6 to undertake feasibility studies, surveys of opinion or fact, consultations whether private or public, or other activities similar in purpose;
- 2.7 to recommend to the ORWP Board the engagement of such consultants and advisers as are considered appropriate from time to time;
- 2.8 to do anything which may be incidental or conducive to the furtherance of the aim of this constitution; and
- 2.9 to provide such further assistance and support to the ORWP Board as the ORWP Board may from time to time request in connection with the delivery of the ORWP's objectives and the JMWMS.

3) PARTNERING PRINCIPLES

- 3.1 The Officers agree to establish and support a partnering relationship between the Officers to facilitate the delivery of the JMWMS

3.2 The aim of this clause is to identify the high level principles which underpin the workings of the Steering Group and the delivery of the JMWMS and to set out key factors for a successful relationship between the Officers.

3.3 The Principles:

3.3.1 to develop close working relationships between the Officers at all levels;

3.3.2 to recognise each others' needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;

3.3.3 to identify, by regular meetings, weaknesses and strengths in the relationship between and amongst the Officers and to work together to overcome the weaknesses and to build on the strengths;

3.3.4 to commit to the early recognition and resolution of differences, conflicts and disputes between the Officers in a “no surprise” environment;

3.3.5 to support, defend, promote and champion the partnering relationship and its principles of operation; and

3.3.6 to keep working in openness and trust in a transparent information and data sharing environment.

3.4 Problem Resolution

The Officers agree to adopt and adhere to an agreed and systematic approach to problem resolution which recognises the principles set out above and:

3.4.1 seeks resolution without apportioning blame;

3.4.2 is based on mutually beneficial outcomes;

3.4.3 treats other Officers as equal parties in resolving differences of opinion;

3.4.4 contains a mutual acceptance that positive and supportive attitudes will help the partnership to succeed; and

3.4.5 relies on more and better discussion – with less paperwork and more constructive correspondence.

4) MEMBERSHIP

4.1 Membership of the Steering Group is open to the Partners of the ORWP;

4.2 Each partner of the ORWP may nominate one Officer to be a member of the Steering Group.

4.3 Each nominated Officer shall be a senior officer responsible for waste management.

- 4.4 The ORWP Partnership Officer shall also be a member of the Steering Group.
- 4.4 Upon the agreement of the Officers, membership of the Steering Group may be extended to:-
- a) another authority; and/or
 - b) a project director/manager working on a project relevant to the ORWP's work.

5) THE PARTNERSHIP OFFICER

- 6.1 A Partnership Officer's post has been established by the ORWP.
- 6.2 The Partnership Officer shall:
- 6.2.1 work closely with the Steering Group, manage the affairs of the ORWP in accordance with the Partnership Principles and Objectives, taking into account legislation, delegated powers, standing orders, financial regulations and best practice;
 - 6.2.2 represent and promote the aims of the ORWP at all levels within the partner authorities (as well as externally) and develop professional relationships with other local authorities, trade organisations and other representative bodies;
 - 6.2.3 take the lead role within the Steering Group in developing and implementing joint-working initiatives that enable efficient and effective delivery of waste services throughout the county;
 - 6.2.4 when present, act as chair to the Steering Group's meetings;
 - 6.2.5 develop and recommend a business plan and annual action plan for the ORWP;
 - 6.2.6 help with provision and/or procurement of all necessary advice on the technical, legal and financial implications of matters under consideration; and
 - 6.2.7 act as relationship manager for the ORWP.
- 6.3 The Partnership Officer shall have one vote on any matter at the Steering Group.
- 6.4 In the event that the Partnership Officer is unable to act as chair of a meeting of the Steering Group, the Officers shall, acting unanimously, nominate a chair for the meeting.

15 STEERING GROUP MEETINGS

- 7.1 The Steering Group shall meet every other month as planned in an annual schedule and otherwise as necessary at locations to be decided from time to time by the Steering Group.

- 7.2 The business to be dealt with at any meeting shall only be those included in the agenda which shall be sent five (5) working days prior to the meeting to all Officers with such supporting papers as are available.
- 7.3 Substitution of a Member for another Member from the same organisation for the purpose of a meeting shall be allowed. The named substitute will attend the meeting and vote as a Member.
- 7.4 Decisions will be made by unanimous agreement of all of the Officers of the Steering Group as far as is possible. In the event that a unanimous decision cannot be reached, decisions will be made by majority vote.
- 7.5 Upon the unanimous agreement of the Officers of the Steering Group, some matters might be excluded from the minutes of the meetings for reasons including, but not limited to, confidential and commercially sensitive matters.
- 7.6 Minutes of the meetings of the Steering Group will be made available to all Officers of the Steering Group & the Operations Group by circulation. Minutes shall be submitted for approval at the next appropriate meeting.
- 7.7 Non-members of the ORWP may attend Steering Group meetings if invited to do so by Steering Group through the PO.

16 SPECIAL MEETINGS

- 8.1 A special meeting may be called:
 - 8.1.1 at the discretion of the Steering Group; or
 - 8.1.2 by written request to the Partnership Officer.
- 8.2 Each Officer of the Steering Group shall be entitled to receive at least five (5) working days' notice of a special meeting of the Steering Group. The business of each special meeting shall confine itself to that specified in the particular notice.
- 8.3 Emergency meetings may be called by the Partnership Officer waiving the previous requirements.

17 FINANCE

The Steering Group can spend money via the Partnership Officer (the amount available is determined by the ORWP Board). The Partnership Officer will send a report to justify the expense to the ORWP Board after consultation with the Steering Group

18 COMMUNICATION

All Officers of the Steering Group shall abide by the ORWP communication procedure and the ORWP Press Protocol.

19 DISSOLUTION OF THE GROUP

The Steering Group can only be dissolved upon the termination or appropriate variation of the ORWP Memorandum of Understanding.

20 VOTING

- 13.1 The quorum for all meetings of the Steering Group shall be a minimum of four Officers of the Steering Group and the Partnership Officer, if available.
- 13.2 No meeting of the Steering Group shall take place unless the quorum requirements of clause 13.1 are satisfied.
- 13.2 If a quorum is not present within 15 minutes after the time at which a meeting of the Steering Group was due to commence – or if, during a meeting, a quorum ceases to be present – the meeting shall stand adjourned until such time and place as may be determined by the Partnership Officer or person chairing the meeting.
- 13.3 Subject to 13.4, each Officer shall have one vote only.
- 13.4 Where there is an equal number of votes on a proposed resolution at a meeting, the person chairing the meeting will have the casting vote.
- 13.6 A resolution put to the vote at a meeting shall be decided on a show of hands.
- 13.6 Only items of business notified in writing to the Partnership Officer, 14 days before the meeting may be considered at the meeting, except upon the unanimous agreement of the Officers of the Steering Group.

21 CODE OF CONDUCT

- 16.1 All Officers of the Steering Group shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the Steering Group.
- 16.2 Officers may come into contact with confidential information during the course of their mandate. In such circumstances, Officers must never:
 - 16.2.1 disclose such information to any third parties; or
 - 16.2.2 use the information to the disadvantage or discredit of any of the six partners of the ORWP or anyone else.
- 16.3 All Officers shall agree to abide by this code of conduct and failure to do so will result in the Officers referring the matter to the Chief Executives group for consideration.

Schedule 4

OXFORDSHIRE RESOURCES & WASTE PARTNERSHIP

TERMS OF REFERENCE OF THE OPERATIONS GROUP

Aim

1. The principal aim of the Operations Group is to develop and facilitate close working relationships between Partners at all levels to enable efficient, effective and sustainable delivery of waste services throughout Oxfordshire. In addition the group will ensure that, subject to existing statutory and administrative arrangements, all matters relating to the management of waste in the county are dealt with in a spirit of co-operation and partnership

Terms of Reference

2. To take responsibility for and help develop, promote, deliver and monitor JMWMS and Action Plan.
3. To work towards a cohesive and effective structure for the delivery of waste management services.
4. To co-operate in the achievement of recycling and reduction targets across the county and work towards the implementation of measures to lead to preventing waste.
5. To exchange information relating to waste management operations within the constituent authorities.
6. To share best practice, debate new ideas and recommend to the Steering Group partnership initiatives/projects for the Action Plan and ongoing Work Plan that will contribute to the delivery of the JMWMS.
7. To eliminate duplication of effort and expenditure and provide a forum to share expertise, knowledge, best practice, identify opportunities for greater efficiency in service delivery, and deliver cost savings.
8. To contribute to the procurement process of the Waste Disposal Authority for long term waste treatment and disposal options.
9. To ensure all significant partnership activities and initiatives are communicated with and approved by the officers of the Steering Group prior to commencement.
10. To provide such further assistance and support to the Steering Group as they may from time to time request in connection with the delivery of the partnership objectives and the Strategies.

Membership:

Membership of the Operations Group is open to the six partners of the ORWP. Waste Officers, or their agreed representatives, from the partner authorities will attend the group meetings. Non-members of the ORWP may attend when invited to do so.

Code of Conduct

All officers of the Operations Group shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the Operations Group.

Officers may come into contact with confidential information during the course of their mandate. In such circumstances, officers must never disclose such information to any third parties or use the information to the disadvantage or discredit of any of the six partners of the ORWP or anyone else.

All officers shall agree to abide by this code of conduct and failure to do so will result in the officers referring the matter to the ORWP Steering Group for consideration.

Frequency and recording of meetings:

The Operations Group will meet on a two monthly basis, such meetings to be chaired by the Partnership Officer. Minutes will be produced on a rota basis by the authority that is hosting the meeting.

Decision making:

Decisions will be reached by consensus. Where efforts to reach consensus fail, the matter will be referred to the Steering Group for a final decision.