

# GOVERNANCE COMMITTEE

## Agenda Item 82

Brighton & Hove City Council

<b>Subject:</b>	<b>East Sussex County Council and Brighton &amp; Hove City Council Integrated Waste Management Services Contract Committee</b>		
<b>Date of Meeting:</b>	<b>10 March 2008</b>		
<b>Report of:</b>	<b>Acting Director of Strategy &amp; Governance</b>		
<b>Contact Officer:</b>	<b>Name:</b>	<b>Elizabeth Culbert</b>	<b>Tel:</b> 29-1515
	<b>E-mail:</b>	<b>elizabeth.culbert@brighton-hove.gov.uk</b>	
<b>Wards Affected:</b>	<b>All</b>		

### FOR GENERAL RELEASE

#### 1. SUMMARY AND POLICY CONTEXT:

- 1.1 On 31<sup>st</sup> March 2003, Brighton & Hove City Council and East Sussex County Council jointly entered into the Joint Integrated Waste Management Services Contract (the IWMSC) to Veolia Environmental Services Ltd (then Onyx Aurora). At the same time, and so as to provide appropriate governance arrangements for the contract, the East Sussex County Council and Brighton & Hove City Council Integrated Waste Management Services Contract Committee (the Joint Committee) was set up. For the reasons set out in this report, it is now recommended that this Joint Committee be dissolved.

#### 2 RECOMMENDATIONS:

- 2.1 That the Committee agrees to recommend to Cabinet the dissolution of the East Sussex County Council and Brighton & Hove City Council Integrated Waste Management Services Contract Committee;
- 2.2 That the Head of Law be authorised to make the relevant changes to Brighton & Hove City Council's constitution and to the Joint Working Agreement.

#### 3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

- 3.1 On entry into the IWMSC on 31<sup>ST</sup> March 2003, the Councils entered into arrangements between themselves so ensure that the contract was managed and controlled effectively. This required the creation of both a 'Joint Working Agreement' to regulate the equitable apportionment

between the Councils of payments to the contractor, and required the creation of a Joint Committee to provide oversight for the project as a whole. The functions of the Joint Committee are set out at Appendix 1.

- 3.2 Since March 2003, the necessary sites and planning consents for the required infrastructure under the IWMSC have been delivered, and construction phase for the facilities is either complete (Hollingdean); near completion (Whitesmith and Maresfield) or underway (North Quay, Newhaven).
- 3.3 In these circumstances, the need for a free standing Joint Committee has diminished. The IWMSC Project Board reports directly to Cabinet (at both Councils) for the necessary strategic decision making. Therefore dissolving the Joint Committee would properly reflect the stage the IWMSC has now reached and the constitutional arrangements now in place in Brighton & Hove.
- 3.4 The Joint Working Agreement remains relevant as the instrument by which the two Councils' rights and obligations flowing from the Principal Contract are regulated. It is therefore proposed that this Agreement should remain in force.
- 3.5 In order to ensure regular involvement of Members from both Councils over and above specific reporting to Cabinet, it is proposed that the IWMSC Project Board will arrange six monthly meetings between both Councils' Lead Members and others (as deemed appropriate) to discuss the progress and performance of the Project. In addition, the role of the Councils' relevant Scrutiny Committees will continue.

#### **4. CONSULTATION**

- 4.1 The IWMSC Project Board has been consulted and the proposal is being taken forward at East Sussex in parallel.

#### **5. FINANCIAL & OTHER IMPLICATIONS:**

##### Financial Implications:

- 5.1 There are no financial implications arising from the dissolution of the committee.

*Finance Officer Consulted: Patrick Rice*

*Date: 13/02/09*

##### Legal Implications:

- 5.2 Changes to the East Sussex County Council and Brighton & Hove City Council Integrated Waste Management Services Contract Committee is an executive function pursuant to the local Authorities (Arrangements for the discharge of Functions) (England) Regulations 2000 and therefore approval from Cabinet is required for this proposal. If approved, the

changes could be incorporated alongside any changes flowing from the six month review of the new Constitution.

*Lawyer Consulted:* Elizabeth Culbert *Date:* 16/01/09

Equalities Implications:

- 5.3 Access to information regarding this project will not be affected by the dissolution of this Joint Committee, which has not been meeting regularly over the last two years. Where Member decisions are required, these are taken in public at Cabinet.

Sustainability Implications:

- 5.4 None

Crime & Disorder Implications:

- 5.5 There are no Crime and Disorder implications arising from this report.

Risk and Opportunity Management Implications:

- 5.6 The current Joint Committee is not being used to make decisions on the operation of the Joint Working Agreement and the Principal Contract and Member involvement takes place through Cabinet meetings and briefings. Therefore the proposals in the report reflect the current Governance arrangements as they operate in practice.

Corporate / Citywide Implications:

- 5.7 The proposal to discontinue the Joint Committee will not impact on the work or progress of the project.

**SUPPORTING DOCUMENTATION**

**Appendices:**

Appendix 1 – Functions of the East Sussex County Council and Brighton & Hove City Council Integrated Waste Management Services Contract Committee

**Background Documents:**

None

Appendix 1

**Functions of the East Sussex County Council and Brighton & Hove City Council Integrated Waste Management Services Contract Committee**

The function of the Committee is to administer the operation of the waste management arrangements of the Councils in accordance with the Joint Working Agreement. Within the policy and budget frameworks set by each Council, the Committee will:-

- be responsible for the operational and management issues arising from the Principal Contract;
- be responsible for the administration of any contract management arrangements as set out in the Joint Working Agreement;
- ensure the effective implementation of the Joint Working Agreement and the Principal Contract;
- administer the budgets set by the respective Councils for the operation of the Joint Working Agreement and the Principal Contract;
- exercise such powers as the respective Councils may from time to time delegate to it.

The Constitution Agreement also sets out the matters the Joint Committee are not responsible for, namely:

- the determination of the budgets of the respective Councils regarding waste management;
- change to the waste policies and targets of the respective Councils;
- the selection and development of sites for waste disposal and any connected acquisition and planning procedures;
- any change of policy or procedure regarding kerbside source separation.