

## Appendix 1

### Single Shared Waste Service - Draft Memorandum of Understanding

**DATED SEPTEMBER 2015**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CAMBRIDGE CITY COUNCIL**  
**AND**  
**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**  
**SINGLE SHARED WASTE SERVICE**

**THIS MEMORANDUM** is dated [DATE] 2015 BETWEEN

**CAMBRIDGE CITY COUNCIL** of The Guildhall, Market Square, Cambridge CB2 3QJ (“City Council”)

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall Cambourne Business Park, Cambourne, Cambridge CB23 6EA (“SCDC”).

#### **1. BACKGROUND AND PRINCIPLES**

- 1.1. The Parties are the statutory waste collection authorities for the City of Cambridge and South Cambridgeshire respectively.
- 1.2. In October 2014 both parties “agreed to the creation of a single shared waste service (the Service), wholly owned and run by the local authorities, with a single management structure and workforce, located at the W resolved in Depot using a single pool of vehicles for Cambridge City and South Cambridgeshire District Council’s.
- 1.3. The purpose of this Memorandum is to record the in principle agreement of the Parties to the creation of that Single Shared Waste Service
- 1.4. The key objectives of the parties are as follows:
  - 1.4.1. lower operational costs, particularly in the areas of premises, management, administration, fleet and equipment costs;
  - 1.4.2. maintaining and improving service quality that residents can see and appreciate;
  - 1.4.3. increased opportunities to market and compete for additional business, for instance in relation to trade waste;
  - 1.4.4. new opportunities to reduce net costs in relation to fleet procurement and maintenance;
  - 1.4.5. achievement of service improvements, greater resilience and better performance, through shared knowledge and experience; and

1.4.6. enhanced opportunities to work with other Cambridgeshire local authorities via the RECAP Waste Partnership to reduce waste collection and disposal costs, improve income and secure service improvements.

1.5. The Principles of collaboration are as follows:

1.5.1. A 'Whole System' approach will be adopted to minimise costs to the public purse and avoid 'cost shunting' to any other public body.

1.5.2. Neither party will knowingly do anything to the detriment of the other party

1.5.3. Both parties commit to:

- Building and maintaining trust and good relationships
- Willingness to collaborate, co-operate and compromise
- Transparency and openness
- Strong leadership and clear governance
- Good communication and continuous dialogue
- Sharing best practice and information
- Seeking out improvements and further efficiencies for residents and the Service and where possible securing these for the future
- Equality of approach, recognising and respecting differences and acting in good faith
- Fair and where appropriate equal contributions of resources to the creation of the Service to the benefit and mutual advantage of each Party

1.6. In this Memorandum any reference to the Service shall include:

1.6.1. Domestic refuse operations, policy and management activities

1.6.2. Trade waste operations (but, subject to any future agreements, initially not the two Councils' "commercial accounts")

1.6.3. South Cambridgeshire DC Street Cleansing service.

1.7. Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

1.8. This Memorandum shall take effect on the date of signature by both parties

## **2. CO-LOCATION**

2.1. The Service for SCDC currently operates from premises in Waterbeach ("the Waterbeach Depot) *shown edged red on the attached plan* and the Service for the City Council operates from premises in Mill Road

2.2. It is the intention of both parties that their individual waste collection services should co-locate at the Waterbeach Depot from November 2015. *An Agreement for Lease was completed to enable this on DATE.* This secures occupation of the

Waterbeach Depot by both parties on a joint and several basis for a term of 25 years.

- 2.3. From the date of colocation the City Council and SCDC will share premises and in the first instance they will continue to run two separate waste collection services as they transition to the delivery of the single, shared waste service.

### **3. FINANCIAL PRINCIPLES**

- 3.1. The fairest, simplest and most pragmatic way of sharing costs is on a proportionate basis
- 3.2. Any costs and saving shall be calculated on the basis of “actual” costs and savings.
- 3.3. At the commencement of the Service the City Council and SCDC will each invest their Net service budget (their Initial Investment), based on ‘Actual Outturn’ for the financial year 2015/16.
- 3.4. In subsequent years, The City Council and SCDC will each pay the original Net cost of the Service, plus any inflationary uplift agreed as part of each Council’s MTFs, minus any savings delivered in the preceding financial year.
- 3.5. Additional reductions or increases in the Net cost of the Service resulting from a decision made by either the City Council or SCDC acting as individual authorities shall be attributable to the particular authority implementing the decision.
- 3.6. Where additional savings or costs are delivered only as a result of working together as the single, shared service and arising from changes to the Service agreed by both parties, these shall be shared equally, unless this is manifestly unfair or inequitable, in which case savings shall be divided such that each Council receives the an equal percentage saving against base cost.
- 3.7. The relevant officers from SCDC and the City Council shall meet no less than quarterly to assess the distribution of costs and shall report to the Board with their findings before those costs distributions are made
- 3.8. The financial principles will be reviewed no less than 2 years from the date of this agreement

### **4. GOVERNANCE & MANAGEMENT**

- 4.1. Decisions in relation to the creation and operation of the Service will be taken by the relevant Committees and Executive Members/Portfolio Holders for the two authorities or by officers within the terms of their delegated powers but will be informed by any representations made by the Shared Waste Board
- 4.2. The Shared Waste Board shall be formed to co-ordinate and provide joined-up direction to the Single Shared Waste Service. Each Council will nominate a senior Councillor and officer to sit on the Shared Waste Board. In addition, the Single, Shared Service Head of Waste Resources shall be a member of the Shared Waste Board.

- 4.3. Management of the officers employed by the respective authorities prior to and after creation of the Service will be through a single shared management structure, initially employed by SCDC as the Lead Authority.
- 4.4. The Parties agree to share all information necessary on an “open book” basis for the successful provision of the Service, including development and delivery of joint communications and publicity
- 4.5. The Parties shall comply with any notification requirements under the DPA and will duly observe all their respective obligations under the DPA, which arise in connection with this Agreement.
- 4.6. The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each Party to comply with the Information disclosure requirements of FOIA and EIR and acknowledge that Confidential Information may be disclosed to comply with FOIA and/or EIR obligations.
- 4.7. Each Party shall use its best endeavours to keep in strict confidence, and shall ensure that its employees and agents keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly), concerning the other Party in consequence of this Agreement.
- 4.8. To the extent that each party has ownership of any Intellectual Property, to the extent that such Intellectual Property exists at the Commencement Date, ownership of it shall remain with the Party which owns it at that date.
- 4.9. All press or other public announcements concerning the Service shall be:
  - 4.9.1. made only by the person or persons authorised from time to time by the City Council and the District Council to make such announcements
  - 4.9.2. notified to the other party at least 24 hours in advance where possible.
  - 4.9.3. agreed with the other party before being issued;
- 4.10. Each party will maintain its own individual statutory duties as waste collection authorities for their respective areas.

## **5. DURATION VARIATION AND TERMINATION**

- 5.1. The arrangements set out in this Memorandum of Understanding will remain in operation until a Shared Service Agreement is completed and signed by all parties.
- 5.2. The terms of this Memorandum of Understanding may be varied with agreement of both parties such variation to be recorded in writing and annexed hereto.
- 5.3. The parties may terminate this agreement by mutual consent and through a signed written endorsement to that effect on this document
- 5.4. If either party wishes to resile from any or all of the terms of this Memorandum without the agreement of the other party they must serve a Notice to Terminate of no less than 18 months

- 5.5. The other party may within six months of receipt of such a Notice to Terminate serve on the originating party a Financial Implications Notice specifying the full implications of the Notice to Terminate for that Authority
- 5.6. Both parties agree that the SSA will
  - 5.6.1. Provide for service of a Notice to Terminate and a Financial Implications notice on the basis as set out in clauses 5.2 and 5.3
  - 5.6.2. Provide for indemnification of each party by the other against the financial implications of the Notice to Terminate as specified in the Financial Implications Notice.
- 5.7. All and any notices which are required to be given under this Memorandum shall be in writing and served on the relevant Director through personal delivery, post or electronic mail attached as a pdf
- 5.8. This Memorandum may only be varied by written agreement of the Parties. It is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Memorandum.

Signed for and on behalf of the City Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of SCDC

Signature: .....  
Name: .....  
Position: .....  
Date: .....