



Agenda

East Kent (Joint Scrutiny) Committee

**Wednesday
9 July 2008
at 10.30am**

**The Civic Centre
Castle Hill Avenue
Folkestone
CT20 2QY**

Membership of the East Kent (Joint Scrutiny) Committee

Councillors

Councillor	R Bayford	(Thanet)
Councillor	J Birkett	(Kent County Council)
Councillor	R Bruce	(Thanet)
Councillor	A Clifton-Holt	(Shepway)
Councillor	M Fisher	(Canterbury)
Councillor	M Harrison	(Thanet)
Councillor	J Law	(Kent County Council)
Councillor	D Lloyd-Jones	(Dover)
Councillor	P Martin	(Shepway)
Councillor	R Matthews	(Canterbury)
Councillor	D Mayes	(Dover)
Councillor	K Mills (V-Ch)	(Dover)
Councillor	T Prater (Ch)	(Shepway)
Councillor	I Thomas	(Canterbury)
Councillor	M Vye	(Kent County Council)

NOTES

1. The East Kent Joint Scrutiny Committee has not authorised the recording of their meetings by members of the public or the media by any mechanical or electronic device or similar means. Recordings will not be permitted at any such meetings to which the press and public are admitted unless expressly authorised by the Committee.
2. The information contained within this agenda is available in other formats, including large print, audio cassettes and other languages.
3. If you have any queries regarding items on this agenda, please contact Lorraine Burley by email: lorraine.burley@shepway.gov.uk or by telephone on 01303 853411; or write to the address below:

Shepway District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent CT20 2QY

AGENDA

1. **APOLOGIES FOR ABSENCE** Page(s)
TO RECEIVE apologies for absence
2. **ELECTION OF CHAIRMAN**
To confirm the Chairman in post.
3. **DECLARATIONS OF ANY INTERESTS**
TO RECEIVE declaration of interests
4. **SUBSTITUTE MEMBERS**
The Chairman to report any notifications received prior to this meeting regarding the attendance of substitutes for the named Members of this Committee.
5. **PROCEDURE RULES** 5-26
TO CONSIDER a report of the Corporate Director – Shepway District Council
6. **ADMINISTRATIVE PROCESSES - EAST KENT (JOINT SCRUTINY) COMMITTEE AND EAST KENT (JOINT ARRANGEMENTS) COMMITTEE** 28-35
TO CONSIDER a report of the Corporate Director – Shepway District Council
7. **UPDATE ON THE WASTE MANAGEMENT PROJECT** 36-39
TO CONSIDER a report and a presentation to be given by the Corporate Director - Thanet District Council
8. **MATTERS REFERRED BY THE EAST KENT (JOINT ARRANGEMENTS) COMMITTEE** 41-44
TO CONSIDER resolution d) of minute 4 of the East Kent (Joint Arrangements) Committee of 25 June 2008 (minutes attached)
9. **ANY OTHER URGENT BUSINESS TO BE DEALT WITH IN PUBLIC**
10. **ANY OTHER BUSINESS WHICH FALLS UNDER THE EXEMPT PROVISIONS OF THE LOCAL GOVERNMENT ACT 1972 OR THE FREEDOM OF INFORMATION ACT 2000 OR BOTH**

It will be necessary to exclude the press and public for any business under this item.

**TERMS OF REFERENCE of the EAST KENT (JOINT SCRUTINY)
COMMITTEE**

1. Monitor review and scrutinise the actions and decisions of the East Kent (Joint Arrangements) Committee.
2. Make recommendations for re-consideration of any decisions made or actions taken and to make recommendations for improvement and/or changes in responsibilities and functions of the East Kent (Joint Arrangements) Committee.
3. Prepare reports and recommendations to the parties on the performance and delivery of the shared services provided by the East Kent (Joint Arrangements) Committee.
4. Propose an annual budget for the East Kent (Joint Scrutiny) Committee in accordance with the requirements of the parties.
5. Prepare an annual report to the parties on the performance of these arrangements.
6. Facilitate the exchange of information about the work of the East Kent (Joint Scrutiny) Committee and to share information and outcomes from reviews.

EAST KENT (JOINT SCRUTINY) COMMITTEE

9 JULY 2008

- Subject:** Procedure Rules
- Director/Head of Service:** Corporate Director (Shepway)
- Decision Issues:** These matters are within the authority of the Joint Committee
- Decision type:** Not applicable
- Classification:** This report is open to the public.
- Summary:** *This report reminds Members of the operating arrangements for this committee which all the authorities have approved and which, together with the proposed committee procedure rules, will form the constitution of the committee.*
- To Resolve:**
1. To accept the terms of reference in the Schedule to Appendix 1.
 2. To adopt the committee procedure rules attached as Appendix 2 to this report.
 3. To note the operating arrangements and terms of reference of the East Kent (Joint Arrangements) Committee attached as Appendix 3 to this report.
- Next stage in process** Once these rules are in place the Joint Committee can commence business.

SUPPORTING INFORMATION

1. Background

Appendix 1 sets out the operating arrangements for this committee which has been approved by all the side parties. It also contains the terms of reference of the Joint Committee which should be formally accepted. The Operating Arrangements cover most issues, but there is still a need for some specific procedure rules. They will be broadly familiar to members of the committee. However, this Committee works under the principles of the Local Government Act 1972 as amended, making reference where needed to the changes brought about by the Local Government Act 2000.

The operating arrangements, having been approved by all the constituent councils will, in the event of conflict, have priority. Within the bounds of those operating arrangements and the law, the Joint Committee can agree its own procedure.

Like much else with this new venture, these procedure rules can be kept under review and amended if necessary.

2. Relevant Council Documents

Attached as Appendix 1.

3. Consultation planned or undertaken

None

4. Options available with reasons for suitability

These rules are based on well established committee procedure rules in the model constitution issued by the Secretary of State. As such, they should be given due weight although amendments have been necessary to apply them to the situation of the Joint Committee.

5. Reasons for supporting option recommended, with risk assessment

The proposed rules are based on an existing model and are therefore of low risk.

6. Implications

(a) Financial Implications

None

(b) Legal Implications

It is prudent to have established rules by which the Joint Committee will work. They provide certainty and reduce the risk of challenge either at law or by the Ombudsman.

7. Conclusions

These procedure rules supplement the operational arrangements already agreed. As such they complete the framework for the Joint Committee to do business.

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rekjsc20080709 procedure rules

East Kent (Joint Scrutiny) Committee

Operating Arrangements

Canterbury City Council

Dover District Council

Kent County Council

Shepway District Council

Thanet District Council

together referred to as 'the Parties'

- 1. KEY PRINCIPLES FOR THE OPERATION OF THE EAST KENT (JOINT SCRUTINY) COMMITTEE (EKJSC)**
 - 1.1 The members of the EKJSC will work together to maximise the exchange of information and views, to minimize bureaucracy and make best use of the time of members and officers of local and other authorities.
 - 1.2 The guiding principle for the work of EKJSC is that it should be consensual and positive. The emphasis of the work should be on making proactive contribution to the development of policy and the discharge of EKJAC's functions. This is best achieved by an inclusive process covering members, the parties' partners, service users and officers.
 - 1.3 The process of joint scrutiny will be open and transparent, designed to engage the parties, their residents and other stakeholders.
- 2. OBJECTIVES**
 - 2.1 The EKJSC is established under section 101 and 102 Local Government Act 1972 and Section 2 Local Government Act 2000 with the objective of acting as the single Scrutiny Committee for the monitoring, review and scrutiny of the East Kent (Joint Arrangements) Committee (EKJAC).
- 3. TERMS OF REFERENCE**
 - 3.1 The terms of reference of the EKJSC are as set out in Schedule 1.
 - 3.2 These arrangements will be reviewed regularly. No proposed amendments to these arrangements will take effect until they have been agreed and endorsed by each of the parties.
- 4. CALL-IN**
 - 4.1 The arrangements for the operation of call-in by the EKJSC shall be as set out in Schedule 2. The EKJSC shall have power to call-in any decision made by EKJAC, a sub-committee of EKJAC, or any member or officer

with delegated authority from EKJAC. The EKJSC will not have the power to call-in any decision of the Executive of any of the Parties.

- 4.2 Where there is a call-in by a statutory scrutiny committee of any of the Parties of any decision of the EKJAC, each of the other Parties will be notified forthwith. The call-in shall be heard by the call-in Party's statutory scrutiny committee in accordance with the call-in Party's own arrangements. Where there is more than one call-in on the same subject the parties shall endeavour to ensure that they are heard together at the same time and place.
- 4.3 The call-in procedure set out in clauses 4.1 and 4.2 above shall not apply where the decision being taken by or on behalf EKJAC is urgent. A decision will be urgent if any delay likely to be caused by the call-in process would seriously prejudice the interests of any of the Parties or the public interest. The record of the decision and notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one and therefore not subject to call-in. The Chairman and each of the Parties affected by the decision must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. In the absence of the Chairman, the consent of the Vice-Chairman shall be required. In the absence of both the Chairman and Vice-Chairman, the consent of the Head of Paid Service of that Party (or his/her nominee) shall be required. Decisions taken as a matter of urgency must be reported to the next available full Council meetings of each of the Parties, together with the reasons for urgency.

5. MEMBERSHIP AND TERMS OF OFFICE

- 5.1 The EKJSC will comprise three non-executive councillors from each of the Parties.
- 5.2 One of the non-executive councillors appointed under clause 5.1 shall be drawn from a political group not forming part of the administration of the appointing Party.
- 5.3 Members of the EKJSC shall be appointed by the Parties at their annual meetings of their respective Council and shall hold office until:
- (a) the next annual meeting of the Party that appointed them, save that the Party that appointed them may remove them from office, either individually or collectively, at an earlier date in the event of a change in political control of that Party; or
 - (b) they resign from office; or
 - (c) they are suspended from being councillors under Part III of the Local Government Act 2000 (although they may resume office at the end of the period of suspension)
- 5.4 Each Party may appoint substitutes to represent their authority in the absence of the appointed councillors. Nominated substitutes will be non-executive councillors and will be able to attend any meeting of EKJSC in

order to familiarise themselves with the issues involved, but will not be able to participate in debate or vote unless they are formally acting as a substitute member.

- 5.5 Non-voting members may be co-opted onto the EKJSC from any or all of the Parties or from other public sector partner organisations as the EKJSC may unanimously decide. Co-optees may participate in the debate but may not vote.

6. FREQUENCY OF MEETINGS

- 6.1 The EKJSC will meet quarterly, but may change the frequency of meetings and call additional meetings as required.

7. AGENDA SETTING AND ACCESS TO MEETINGS AND INFORMATION

- 7.1 The agenda for the EKJSC shall be agreed by the chairman following a briefing by relevant officers. Any member of the EKJSC may require that an item be placed for consideration on the agenda of the next available meeting.

- 7.2 There will be a standing item on the agenda of each meeting of the EKJSC for matters referred by the EKJAC.

- 7.3 Notice of meetings and access to agendas and reports will be in accordance with sections 100A-K and Schedule 12A of the Local Government Act 1972.

8. SUB-COMMITTEES

- 8.1 The EKJSC may establish sub-committees as it may determine by unanimous agreement of the EKJSC.

- 8.2 When establishing a sub-committee the EKJSC will agree the:

- (a) terms of reference for the sub-committee
- (b) size and membership of the sub-committee including co-optees
- (c) period for which the sub-committee will remain constituted
- (d) chairman of the sub-committee or will delegate this decision to the sub-committee
- (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

9. DELEGATION TO SUB-COMMITTEES

- 9.1 The EKJSC may arrange for the discharge of any of its functions by a sub-committee of the EKJSC.

10. MEETINGS AND PROCEDURE

- 10.1 The Chairman and Vice Chairman of EKJSC will be appointed by the EKJSC on the basis of the position being rotated annually, as follows, and repeated each five years:

- 10.2 The Chairman and Vice Chairman shall be drawn from a political group not forming part of the administration of the appointing Party.

	Chairman and Scrutiny Host Authority	Vice-Chairman
2008-9	Shepway	Dover
2009-10	Dover	Kent
2010-11	Kent	Canterbury
2011-12	Canterbury	Thanet
2012-13	Thanet	Shepway

- 10.3 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.
- 10.4 The quorum of the EKJSC will be five with at least one member present from four of the five Parties.
- 10.5 The EKJSC may approve rules for meetings and procedure from time to time.
- 10.6 The EKJSC may ask organisations, individuals or groups to assist it from time to time and may ask independent professionals to advise it during the course of reviews. Such individuals or groups will not be able to vote.
- 10.7 The EKJSC may request the attendance of officers employed by the participating authorities to answer questions and give evidence to the committee. Such requests must be made via the Chief Executive of the relevant participating authority.
- 10.8 The EKJSC may invite any other person to attend its meetings to answer questions or give evidence; however, attendance by such persons cannot be mandatory.

11. DECISION MAKING

- 11.1 Decisions of the EKJSC will normally be made by consensus. A vote shall be taken where the chairman or any Voting Member requests that a vote be taken. The vote will be by way of a show of hands. A simple majority shall be required.
- 11.2 Where a minimum number of two members express an alternative to the majority view, they will be permitted to produce a minority report.

12. SCRUTINY HOST AUTHORITIES AND ALLOCATION OF ROLES

- 12.1 In order to achieve the objectives of the EKJSC, the Parties will appoint a Scrutiny Host Authority which is for the time being the Authority shown as the Chairman and Scrutiny Host Authority in the table at clause 10.1.
- 12.2 Staff from the Scrutiny Host Authority who are commissioned to provide services, advice and support to the EKJSC will continue to be employees of the relevant Scrutiny Host Authority.
- 12.3 Responsibility for the following support services to the EKJSC will be allocated to the Scrutiny Host Authority:

- (a) the provision of legal advice and services
 - (b) the provision of financial advice and services
 - (c) secretariat support and services
 - (d) communications support and services
 - (e) data protection, freedom of information, information sharing and confidentiality issues in accordance with clause 17
 - (f) research
- 12.4 The cost of the services and advice set out in this section will be paid for by the Scrutiny Host Authority.
- 13. AMENDMENTS TO THESE ARRANGEMENTS**
- 13.1 These arrangements may be amended by the unanimous agreement of the EKJSC following a recommendation approved by the full Council of each of the Parties.
- 14. NEW MEMBERSHIP AND CESSATION OF MEMBERSHIP**
- 14.1 New Parties may join the EKJSC provided that they are also a party to EKJAC and the full council of the joining Party (ies) and of all the Parties to these arrangements for the time being so resolve.
- 14.2 A Party ceases to be a member of these arrangements when it ceases to be a party to EKJAC.
- 14.3 Termination of these arrangements may occur by agreement of all the Parties.
- 15. CLAIMS AND LIABILITIES**
- 15.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties. The Parties therefore have agreed that:
- (a) where one of the Parties nominated by the EKJSC to act as Scrutiny Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
 - (b) a Party carrying out actions in good faith on behalf of the EKJSC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)
- 15.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.

16. ADMINISTRATION

- 16.1 The decisions and recommendations of the EKJSC will be communicated to EKJAC and the participating councils as soon as possible after the resolution of the committee.
- 16.2 Where working on forthcoming decisions of the EKJAC, the EKJSC will endeavour to carry out its functions as part of the EKJAC's process in order to ensure that its findings and recommendations can influence the final decision.
- 16.3 When considering items before it, the EKJSC will take account of whether an issue could more appropriately be dealt with by one of the Parties or elsewhere.

17. DATA PROTECTION, FREEDOM OF INFORMATION, INFORMATION SHARING & CONFIDENTIALITY

- 17.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.
- 17.2 A Party will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the EKJAC (as compared to information held by the Parties to these arrangements).
- 17.3 Each of the each Parties shall:
- (a) treat as confidential all information relating to:
 - (i) the business and operations of the other Parties and/or
 - (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party("Confidential Information") and
 - (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent
- 17.4 Clause 17.3 shall not apply to the extent that:
- (a) such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure or
 - (b) such information was obtained from a third party without obligation of confidentiality or
 - (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
 - (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the

Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998

- 17.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKJSC.
- 17.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.
- 17.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.
- 17.8 Notwithstanding the provisions of 17.6 and 17.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.
- 18. Exercise of Statutory Authority**
- 18.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions.

THE SCHEDULE

TERMS OF REFERENCE of the EAST KENT (JOINT SCRUTINY) COMMITTEE

1. Monitor review and scrutinise the actions and decision of the EKJAC.
2. Make recommendations for reconsideration of any decisions made or actions taken and to make recommendations for improvement and/or changes in responsibilities and functions of the EKJAC.
3. Prepare reports and recommendations to the parties on the performance and delivery of the shared services provided by the EKJAC.
4. Propose an annual budget for the EKJSC in accordance with the requirements of the parties.
5. Prepare an annual report to the parties on the performance of these arrangements.
6. Facilitate the exchange of information about the work of the EKJSC and to share information and outcomes from reviews.

East Kent (Joint Scrutiny) Committee Procedure Rules

These Rules are made supplemental to clause 10.5 of the East Kent (Joint Scrutiny) Committee operating arrangements ("operating arrangements") and are to be read in conjunction with them. In the event of conflict the operating arrangements shall prevail. "Joint Committee" means the East Kent (Joint Scrutiny) Committee. Words and phrases not otherwise defined in these Rules shall have the meanings given them in the operating arrangements.

1. The operation of the Joint Committee

1.01 Who may make decisions?

The arrangements for the discharge of functions are:

- i. the Joint Committee as a whole;
- ii. a sub-committee;
- iii. an officer of one of the Parties.

1.02 Sub-delegation of functions

- a. Where the Joint Committee are acting as a whole, they may delegate further to a sub-committee or an officer.
- b. Even where functions have been delegated, that fact does not prevent the discharge of delegated functions by the person or body who delegated them.

1.03 Joint Committee meetings – frequency and venue

The Joint Committee will normally meet every three months. At other times it will meet at times agreed by the Chairman with the Chief Executive of the host authority. It will meet at the premises of the host authority.

A meeting of the Joint Committee shall be summoned by the Chief Executive of the Host Authority who will give a minimum of five working days notice (or less in the case of urgency) or any other date convenient to the Chairman subject to the requirements of legislation.

1.04 Meetings of the Joint Committee

Meetings of the Joint Committee will be held in public except in so far as the matters for decision relate to issues which can be dealt with in private in accordance with the Access to Information requirements of the Local Government Act 1972.

1.05 Quorum

The quorum of the Joint Committee is as provided for in paragraph 10.4 of the operating arrangements.

2. Conduct of meetings

Chair

The Chairman will preside at any meeting of the Joint Committee at which he/she is present, and in his/her absence the Vice-Chairman will preside. In the absence of both the Chairman and Vice-Chairman the members present shall appoint another person to preside.

Attendance

Members of the public (including other members of the Parties) may attend all meetings of the Joint Committee except when exempt or confidential information is being considered where the press and public may be excluded by resolution of the Joint Committee in accordance with the Local Government Act 1972.

Order of business

Meetings of the Joint Committee will include the following business:

- i. Consideration of the minutes of the last meeting;
- ii. Apologies for absence;
- iii. Declarations of interest, if any;
- iv. Matters referred to the Joint Committee by the East Kent (Joint Arrangements) Committee;
- v. Consideration of reports from any Sub-Committees of the Joint Committee
- vi. Consideration of reports from the Officers;
- vii. Matters set out in the agenda for the meeting; and
- viii. Matters called-in by the Joint Committee or any one of its parties.

Consultation

Reports will set out the details and outcome of consultation as appropriate. The level of consultation required will be appropriate to the nature of the matter under consideration.

Timescales

In considering matters in relation to budgetary issues the Joint Committee will have due regard to any appropriate timescale within which budgets have to be approved by the Parties.

Key Decisions

Decisions of the East Kent (Joint Arrangements) Committee which are key decisions shall only be taken provided that the matter in question is contained within each of the Parties' Forward Plan or if not in all or any of the Forward Plans that decision can only be taken if any delay likely to be caused by the call-in process would seriously prejudice the interest of any of the parties or the public interest. The record of the decision and the notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one, and therefore not subject to call-in. The Chairman of the Joint Committee and the members of each of the parties affected by the decision must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. In the absence of the Chairman of the Joint Committee, the consent of the Vice-Chairman shall be required. In the absence of both the Chairman and Vice-Chairman, the consent of the Head of Paid Service for that Party (or his/her nominee) shall be required. Decisions taken as a matter of urgency must be reported to the next available Full Council meetings of each of the parties, together with the reasons for urgency.

Recording of Decisions

Following a meeting of the Joint Committee at which a report has been received and at which a decision has been made, the Host Authority shall ensure that a written statement is kept which must include the following:

- i. Record of the decision;
- ii. Record of reasons for the decision;
- iii. Details of alternative options considered;
- iv. Record of any conflict of interest declared; and
- v. Any dispensation granted by the Standards Committee, where appropriate.

No decision will be made either by the Joint Committee or a Sub-Committee thereof unless there is present at the meeting the Head of Paid Service of the host authority (or his representative) or the officer responsible for the particular joint service project is present or their representative and the Proper Officer for recording decisions is present which for this purpose shall be an officer of the host authority who is not the Head of Paid Service.

A written statement of the decision taken will be produced by the Proper Officer.

East Kent (Joint Arrangements) Committee

Operating Arrangements

Canterbury City Council

Dover District Council

[Kent County Council]

Shepway District Council

Thanet District Council

together referred to as 'the Parties'

1. KEY PRINCIPLES

- 1.1 The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 1 June 2008 for the purposes of exercising agreed functions over their 'combined administrative area'.
- 1.2 The joint committee will be established as the East Kent (Joint Arrangements) Committee (EKJAC).
- 1.3 The Parties are committed to a joint committee which provides streamlined decision making; and co-ordination of services across the combined administrative area through mutual co-operation.
- 1.4 The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the EKJAC.
- 1.5 Any new Parties to these arrangements after they become effective will have all the same rights and responsibilities under these arrangements.

2. DEFINITIONS

- 2.1 'Decisions' means those decisions of the Parties delegated from time to time to the EKJAC to discharge.
- 2.2 'A shared service' means a service delivering functions as agreed by two or more of the Parties.
- 2.3 'The combined administrative area' means the local government areas of the city and district authority Parties combined.
- 2.4 'The Parties' means the authorities listed above.

- 2.5 'Voting Member' means the appointed elected members of each of the Parties.
- 2.6 'Host Authority' means the local authority appointed by the Parties under these arrangements to lead on a specified matter or function as set out in paragraphs 14 and 19.

3. OBJECTIVES

3.1 The objectives of the East Kent (Joint Arrangements) Committee are to:

- (a) improve services, and secure economy, efficiency and effectiveness in their delivery across both tiers of government in the combined administrative area
- (b) Streamline decision making where joint arrangements already exist
- (c) Develop and agree new areas of joint working
- (d) Enhance mutual co-operation and strategic partnering

4. POWERS AND FUNCTIONS

4.1 The EKJAC is established under section 20 of the Local Government Act 2000 and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and sections 101(5) and section 102(1) of the Local Government Act 1972 enabling the Parties to perform the functions referred to in the Schedule in the manner set out in these arrangements.

4.2 The functions of the EKJAC shall be those functions or services that are delegated to it by the parties from time to time as approved by resolution of the executive and/or full Council (as appropriate) of such of the parties as are minded to participate in those joint functions and services.

4.3 Any delegations to the EKJAC shall be made in a common form and shall not take effect until agreed by the executive and/or full Council (as appropriate) of all those Parties participating in the services.

5. TERMS OF REFERENCE

5.1 The terms of reference for the EKJAC are as set out in the Schedule.

6. MEMBERSHIP AND VOTING RIGHTS

6.1 The EKJAC shall comprise the Leaders and Deputy Leaders of the Council of each of the Parties. The Leader of each Party may nominate two members of their Executive (who have been authorised by the respective Parties to act as substitutes) to substitute for either the Leader or Deputy Leader, as necessary.

6.2 Non-voting members may be co-opted onto the EKJAC from any or all of the Parties or from other public sector partner organisations as the EKJAC may unanimously decide. Co-optees may participate in the debate but may not vote.

7. FREQUENCY OF MEETINGS

7.1 The EKJAC will meet quarterly, but may change the frequency of meetings and call additional meetings as required.

8. AGENDA SETTING AND ACCESS TO MEETINGS AND INFORMATION

- 8.1 The agenda for the EKJAC shall be agreed by the chairman of the EKJAC following a briefing by relevant officers. Any member of the EKJAC may require that an item be placed on the agenda of the next available meeting for consideration.
- 8.2 There will be a standing item on the agenda of each meeting of the EKJAC for matters referred by the East Kent Joint Scrutiny Committee.
- 8.3 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Amendment Regulations 2000 and 2002 or sections 100A-K and Schedule 12A of the Local Government Act 1972, as appropriate.

9. SUB-COMMITTEES

- 9.1 The EKJAC may establish sub-committees as it may determine by unanimous agreement of the EKJAC.
- 9.2 When establishing a sub-committee the EKJAC will agree the:
 - (a) terms of reference for the sub-committee
 - (b) size and membership of the sub-committee including co-optees
 - (c) period for which the sub-committee will remain constituted
 - (d) chairman of the sub-committee or will delegate this decision to the sub-committee
 - (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

10. DELEGATION TO SUB-COMMITTEES AND OFFICERS

- 10.1 The EKJAC may arrange for the discharge of any of its functions by a sub-committee of the EKJAC or an officer of one of the Parties. Any such sub-committee may, subject to the terms of these arrangements and unless the EKJAC or any Voting Member directs otherwise, arrange for the discharge of any of its functions by such an officer.

11. MEETINGS AND PROCEDURE

- 11.1 The chairman and vice chairman of the EKJAC will be appointed by the EKJAC on the basis of the position being rotated annually, as follows, and repeated each five years:

	Chairman and Host Authority	Vice Chairman
Year 1	Canterbury City Council	Shepway District Council
Year 2	Thanet District Council	Dover District Council
Year 3	Shepway District Council	Kent County Council
Year 4	Dover District Council	Canterbury City Council
Year 5	Kent County Council	Thanet District Council

- 11.2 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.
- 11.3 The quorum of the EKJAC will be five with at least one member present from four of the five Parties. If the meeting is inquorate then it shall stand deferred for seven days to meet at the same time and in the same place when the quorum shall be five drawn from any of the Parties.

11.4 The EKJAC may approve rules for meetings and procedure from time to time.

12. DECISION MAKING

12.1 Normally decisions of the EKJAC will be made by consensus. A vote shall be taken where the chairman or any Voting Member requests that a vote be taken. The vote will be by way of a show of hands. A simple majority shall be required.

12.2 The EKJAC may recommend to the parties services and/functions which may be considered for joint working.

12.3 A service will only become a shared service after at least two of the parties have resolved to delegate the relevant functions to the EKJAC.

12.4 Where two or more parties have resolved to delegate as mentioned in 12.4, then:

- (a) The service will thereafter be a shared service only in relation to those Parties and
- (b) Those Parties alone will have voting rights at the EKJAC in relation to further decisions as to how that shared service is jointly managed, provided or procured
- (c) The Parties that did not delegate that shared service will not have voting rights in relation to that shared service until or unless they do delegate such service at some future date.

13. FORWARD PLAN

13.1 Decisions of the EKJAC which will amount to a Key Decision of any Party shall be included within the Leader of that authority's Forward Plan.

14. HOST AUTHORITIES AND ALLOCATION OF ROLES

14.1 In order to achieve the objectives of the EKJAC, the Parties will appoint a Host Authority which is for the time being the Authority shown as the Chairman and Host Authority in the table at clause 11.1.

14.2 Staff from the Host Authority who are commissioned to provide services, advice and support to the EKJAC will continue to be employees of the relevant Host Authority.

14.3 Responsibility for the following support services to the EKJAC will be allocated to the Host Authority:

- (a) the provision of legal advice and services
- (b) the provision of financial advice and services
- (c) secretariat support and services
- (d) communications support and services

14.4 The cost of the services and advice set out in this section will be paid for by the Host Authority.

15. AMENDMENTS TO THESE ARRANGEMENTS

15.1 These arrangements may be amended by the unanimous agreement of the EKJAC following a recommendation approved by the Executive and full Council of each of the Parties.

16. NEW MEMBERSHIP AND CESSATION OF MEMBERSHIP

- 16.1 New Parties may join the joint committee provided that the Executive and full Council of the joining Party (ies) and of all the Parties to these arrangements for the time being so resolve.
- 16.2 Any of the Parties may cease to be a party to these arrangements following notice of cessation subsequent to a decision by the relevant Executive and full Council. A minimum of six months notice is required for any Party to leave the EKJAC and in any event, any notice of cessation can only be effective at the end of a municipal year. For the avoidance of doubt, where a Party wishes to withdraw from these arrangements but makes that decision and gives notice within six months of the end of the current municipal year, they may not withdraw from these arrangements until the conclusion of the subsequent municipal year.
- 16.3 On any of the Parties ceasing to be a party to these arrangements, these arrangements shall continue unless the remaining parties determine that those arrangements shall terminate. The benefits and burdens of such termination shall be agreed between the Parties and in default of such agreement shall be determined in accordance with 17.1.
- 16.4 Termination of these arrangements may occur by agreement of all the Parties.

17. DISPUTE RESOLUTION

- 17.1 Any dispute between the Parties arising out of these arrangements shall be referred to a single arbitrator to be agreed between the Parties, or, where no agreement can be reached, and having regard to the nature of the dispute, by an arbitrator nominated by the chairman of the Local Government Association and will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended or modified and in force for the time being.

18. CLAIMS AND LIABILITIES

- 18.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties (or those of the Parties as are engaged in any particular shared service). The Parties therefore have agreed that:
- (a) all of the costs attributable to the provision of any shared service shall be shared between those of the Parties that are engaged in the shared service and in such proportions as they shall agree (and if not otherwise agreed then in equal shares)
 - (b) where one of the Parties nominated by the EKJAC to act in respect of a shared service undertakes actions or incurs liabilities in respect of that shared service on behalf of the EKJAC then it shall be entitled to be indemnified by the other Parties engaged in that shared service for the appropriate proportion of all its costs and liabilities incurred in good faith
 - (c) where one of the Parties nominated by the EKJAC to act as Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
 - (d) a Party carrying out actions in good faith on behalf of the EKJAC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)

- 18.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.
- 19. DATA PROTECTION, FREEDOM OF INFORMATION, INFORMATION SHARING & CONFIDENTIALITY**
- 19.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.
- 19.2 An authority will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the joint committee (as compared to information held by the Parties to these arrangements).
- 19.3 Each of the Parties shall:
- (a) treat as confidential all information relating to:
 - (i) the business and operations of the other Parties and/or
 - (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party("Confidential Information") and
 - (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent
- 19.4 Clause 19.3 shall not apply to the extent that:
- (a) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure or
 - (b) such information was obtained from a third party without obligation of confidentiality or
 - (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
 - (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998
- 19.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKJAC.
- 19.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.
- 19.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.

19.8 Notwithstanding the provisions of 19.6 and 19.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.

20. EXERCISE OF STATUTORY AUTHORITY

20.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions. The parties may continue to provide the whole or any part of a service at their own cost notwithstanding that the service is also a shared service being provided jointly.

The Schedule

TERMS OF REFERENCE of the EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

1. To exercise the executive and non-executive functions of the parties in order to commission, co-ordinate, provide, procure and/or manage any shared services as are agreed from time to time by two or more of the Parties
2. To provide strategic direction to the officers advising the EKJAC
3. To exercise any of the functions or services that are determined to be a shared service in accordance with these arrangements
4. To develop work programmes and projects in relation to the functions which the parties are minded to be delegated to the EKJAC by the Parties
5. To regularly report to each of the Parties on its activities
6. To respond to reports and recommendations made by the East Kent Joint Scrutiny Committee
7. To monitor the operation of the EKJAC and of any shared service
8. To propose a budget for a shared service to the Parties and to monitor and manage any such budget once approved by them
9. To review these arrangements from time to time and make recommendations to the Parties for improvement and change and to propose (as appropriate) the creation of special purpose vehicles for the achievement of the Objectives, including companies, formal partnerships or consortia, the expansion of these arrangements to include other local authorities, the conclusion of contracts with other persons and the provision of services, supplies and works to other persons

EAST KENT (JOINT SCRUTINY) COMMITTEE

9 JULY 2008

- Subject:** **Administrative Processes:**
- East Kent (Joint Scrutiny) Committee and the East Kent (Joint Arrangements) Committee**
- Director/Head of Service:** Corporate Director (Shepway)
- Decision Issues:** These matters are within the authority of the Committee
- Decision type:** Not applicable
- Classification:** This report is open to the public.
- Summary:** *This report outlines the administrative processes for these two Committees and asks for certain decisions to be made.*
- To Resolve:**
- 1. That the operational arrangements of the East Kent (Joint Scrutiny) Committee and the East Kent (Joint Arrangements) Committee are accepted and be reviewed by officers of the respective host authorities in six months and a report made.**
- The Committee may by invitation of the Chairman invite the Chairman of the East Kent (Joint Arrangements) Committee or other persons to attend and speak to items on its Agenda.**
- 2. That the dates for the Joint Committee Meetings set out in Appendix 1 be accepted and meetings set according to these arrangements.**
- Next stage in process** **The East Kent (Joint Scrutiny) Committee will commence work on the basis of these administrative arrangements.**

SUPPORTING INFORMATION

1. Introduction

This paper outlines the administrative processes for the East Kent (Joint Arrangements) Committee (EKJAC) and the East Kent (Joint Scrutiny) Committee (EKJSC). Members of the EKJSC may wish to consider how to engage with EKJAC at the earliest opportunity.

2. Detail

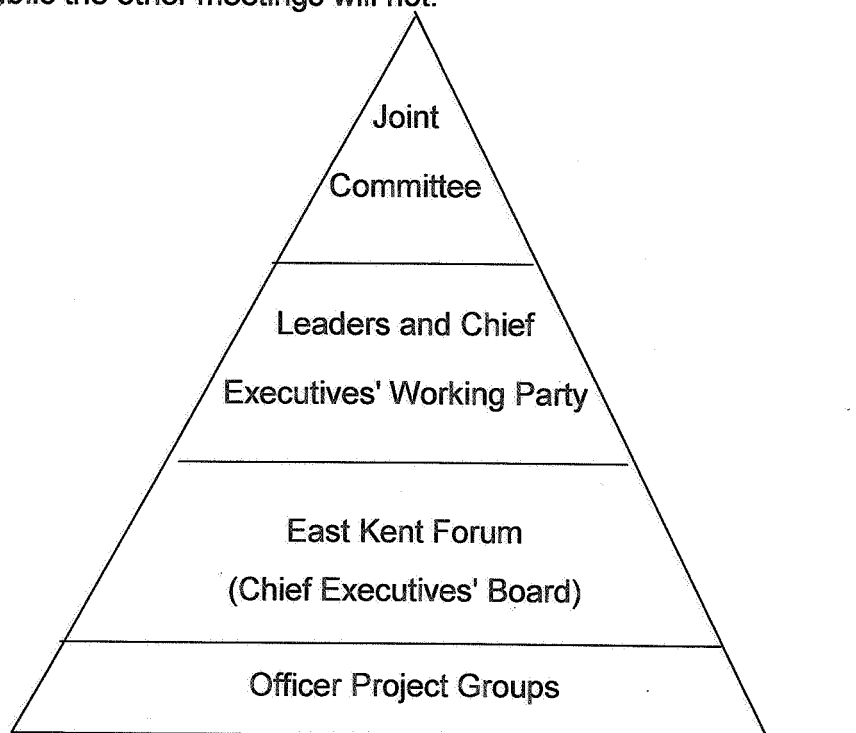
The terms of reference of the two Committees are contained in the previous report. Some liaison between the Committees is desirable particularly as the guiding principle for EKJSC is that its work should be consensual and positive.

The East Kent Chief Executives meeting which is the principal advisory body to the Committees has been called the 'East Kent Forum' and that title has been retained.

The two committees provide the governance framework to work up and examine the business cases for each service. In relation to Joint Scrutiny the law does not contemplate a Joint Scrutiny Committee in this form, but by agreement the parties have created one for the purpose of making these joint arrangements more coherent and to provide a focus of scrutiny activity.

The next step is to identify the programme for joint service provision. When that is done each project within the programme should have an officer team and lead officer assigned to it. It is envisaged that decision making follows a pyramidal structure with officer project groups forming the base of the pyramid feeding up to a board composed of the Chief Executives of each subscribing authority or their nominees. Above them the leaders and chief executives meeting as a working party will review the work done and either pass back down the pyramid for further work or approve for formal submission to the Joint Committee which sits at the top of the pyramid.

As previously indicated council and/or cabinet approvals to delegate will be required before services become shared. The pyramid is shown below with the Joint Committee which sits at the apex; please also see later section "Reporting and Consideration of Reports". Whilst EKJAC and EKJSC will meet in public the other meetings will not.



The administration burdens on the two host authorities and the joint committee system itself must be kept under review. It is suggested that next December/January is a good time to make a first assessment.

3. The practicalities of doing business

Time/Venue

The East Kent (Joint Scrutiny) Committee meets at 10.30am in the Civic Centre, Folkestone.

Proposed meeting dates

EKJAC	EKJSC
<ul style="list-style-type: none">• 25 June 2008• 10 September 2008• 3 December 2008• 11 March 2009	<ul style="list-style-type: none">• 9 July 2008• 29 September 2008• 22 December 2008• 31 March 2009

Officer support

Democratic Services, Legal and Finance officer support will be from Shepway District Council for the first year. In practice, the Legal and Financial officer support will be a co-ordinating role ensuring that the project groups working on the detail of the proposals are producing robust and well resourced material. There should be liaison between these officers and those advising EKJAC to avoid conflicting advice.

Preparation and consideration of draft reports

1. Officers prepare reports for circulation at the appropriate meeting of the East Kent Forum (EKF). Prior to this the officer project groups with their nominated lead officers will have worked up the proposals with any input from the respective council's own Management Teams.
2. The EKF debate the reports and recommend any amendments.
3. Amendments will be reported back to the report author by the respective Chief Executive, with supporting notes provided by the EKF administrator

The Joint Committee meeting arrangements

4. The Access to Information Act 1985 provisions apply.
5. Where meetings are open every report must be available for inspection ie there can be no oral reports.
6. Final reports to be submitted to the Democratic Services Officer at Shepway District Council, 10 working days before the date of the meeting.
7. Notice of the meeting given, agenda collated and dispatched to members and the Democratic Services team at each authority no later

than five working days prior to the meeting. Democratic Service teams to receive agenda, reports and notice electronically and post public notice of meeting in accordance with their own practices.

8. Rules on background documents are the same as for the Local Government Act 1972 as amended by the 1985 Act.

Call-in arrangements

EKJSC

9. Notification of a call-in (which should be received by 10am on the Thursday in the week after the EKJAC meeting), would be received by the Shepway District Council Democratic Services team. Decision of EKJAC suspended pending completion of the call-in process.
10. There is a standard pro-forma that Members of EKJSC will need to complete, setting out the reasons for calling in the decision.
11. Shepway District Council will issue the relevant notices and invitations to attend a meeting at 10.30am at the Civic Centre, Folkestone on the dates stated in 3 above.
12. Meetings will be held (generally two weeks after the date of the EKJAC) and recommendations for consideration referred back to the Joint Committee. Once it is known an EKJSC call-in meeting is to take place provisional dates would need to be found for an EKJAC reconsideration meeting.
13. EKJAC to reconvene to consider recommendations and make final decision.

By individual authorities

14. Because decisions of the EKJAC remain the responsibility of individual authorities and their Executives, decisions may also be called in by members of each council. (Because of practical concerns (see below) it may be this should be discouraged and members directed to their council members on EKJSC to voice concerns and suggest call-ins.)
15. Notification of call-in would be received by the individual council's Democratic Services team. Shepway District Council Democratic Services would be notified by them and a notice posted both at their offices and at the offices of the authority making the call-in of a meeting. Canterbury City Council must also be notified as the host authority of EKJAC. It could be held at Shepway District Council's offices by the call-in council's Scrutiny Committee at the rising of EKJSC. This would allow project officers or relevant members to be at the same place on the same day which should ensure their attendance and avoid diary clashes. However, the legislation states that the call-in relates to functions which are the "responsibility" of the Executive.

Thus only the officers or relevant Executive members of the authority making the call-in can be compelled to attend; other officers or

members could only be invited to do so. It may be more convenient for such meetings to take place at the call in authority's premises although it would have to be expected that, for example, the project officer from another authority may not attend.

In order to make scrutiny arrangements work in a way which is most beneficial to all concerned a further inter authority protocol may be required, which can be considered as part of the review previously mentioned.

16. The meeting would be held and although recommendations would be to the call-in council, other councils and EKJAC may be interested in them too, although there is no requirement on the latter to reconvene to discuss them.

Committee deadlines

17. This is attached as Appendix 1.

Forward Plan

18. For the suggested method by which items get into the respective council's Forward Plans, see Appendix 2.

Speaking Rights

19. Members are not obliged to do so but may wish to consider the question of speaking rights, both of fellow Councillors and members of the public. The nature of the work of the Joint Committee and the point at which decisions are taken about Joint Services means the individual Councils maintain their relationship with their own populations.
20. Individual Councils will make the decision on whether or not a service of theirs becomes shared. Apart from any consultation that EKJSC may carry out, individual authorities may wish to consult or be advised by EKJAC to do so. Thus there is no compelling case for public speaking rights at the Committee. The same reasoning applies to members of the individual Councils although the Joint Committee may wish to extend invitations for particular purposes. There may also be other individuals whom the committee may wish to hear from.
21. It would be anticipated that the chairs of EKJAC and EKJSC could each address the other's Committee by invitation.
22. A recommendation has been included to reflect these points, but it is entirely up to members to consider whether they wish to accept it.

Relevant Council Documents

23. The four East Kent District Councils joint working protocol. They and the County Council have also signed up to the Kent Commitment to be applied to this Joint Committee on the current two tier arrangements.

Consultation planned or undertaken

24. Each Council has gone through its own processes to establish the two Joint Committees.

Options available with reasons for suitability

25. To some extent Member options are limited because the operational arrangements outlined in this report follow the decisions each of the Councils has already made. Nevertheless, when and where to meet are within the control of EKJSC and, to an extent, how it relates to other members, the public and other bodies. What is proposed in this report is an appropriate start to this new venture, but a pragmatic approach will be the key to success. All these arrangements must be kept under review.

Reasons for supporting option recommended, with risk assessment

26. The recommendations are consistent with the decisions which the Councils have already taken and any risk associated with them is unlikely to seriously inhibit the working of the Committee.

Implications

27. Financial implications – the host authorities carry the burdens of staffing and resourcing these Committees. Legal implications – whatever operational arrangements the Joint Committee adopts, it must ensure all decisions are properly made and based on material considerations.

Conclusions

28. These arrangements provide a sound basis upon which EKJSC can commence work.

Background Papers (other than published works)

29. E-mail exchange with Counsel.

Contact Officer:

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Telephone: 01303 853275
Email: peter.wignall@shepway.gov.uk

rekjsc20080709 administrative processes

EAST KENT JOINT COMMITTEE REPORT DEADLINES

APPENDIX 1

EK Joint Programme Committee date	Reports to Canterbury CC for inclusion in EKF agenda	EKF meeting – considers draft reports	Deadline for final reports to Canterbury CC	Agenda for Joint Arrangements Committee dispatched	Consideration by the EK Leaders/CE	Deadline for call-in (10am)	Agenda for Joint Scrutiny committee dispatched	Date reserved for call-in
25 June 08	30 May 08	04 June 08	11 June 08	17 June 08	25 June 08	03 July 08	01 July 08	09 July 08
10 Sept 08	08 Aug 08	13 Aug 08	27 Aug 08	02 Sept 08	10 Sept 08	18 Sept 08	19 Sept 08	29 Sept 08
03 Dec 08	07 Nov 08	12 Nov 08	19 Nov 08	25 Nov 08	03 Dec 08	11 Dec 08	12 Dec 08	22 Dec 08
11 Mar 09	13 Feb 09	18 Feb 09	25 Feb 09	03 Mar 09	11 Mar 09	19 Mar 09	21 Mar 09	31 Mar 09

EKJAC

EKJAC will develop a work programme but will not have its own Forward Plan as such. The Forward Plan remains the responsibility of each individual Leader. As progress reports are presented to EKJAC it will be asked to give guidance to the Leaders on what are key decisions which should be reflected in their Forward Plans and, to ensure consistency, it is expected that guidance will be followed. We shall need interim arrangements given the three month gap between meetings. It is suggested the East Kent Forum advise the Chair of EKJAC of a forthcoming item and then guidance is issued in the Chair's name to the Leaders. In case time does not allow for advice from the East Kent Forum then the Chair will take advice from the Chief Finance Officer and lawyer advising EKJAC and issue guidance accordingly.

COMMITTEE: East Kent Joint Scrutiny Committee

DATE: 9th July 2008

Subject: **Converging the waste collection, recycling and disposal services of East Kent – working towards the optimum service**

Director/Head of Service: John Bunnett, Corporate Director, Thanet District Council, also Lead Officer for East Kent Waste Management Group (EKWVG)

Summary: To provide a summary of the rationale for this project, the key stages completed so far and the outcomes which have been endorsed (most recently by the East Kent Leaders and Chief Executives on 25th June and EKJAC, also on 25th June).

This report is accompanied by a PowerPoint presentation which will also highlight the key issues.

To Recommend: It is recommended that;

- This report be noted, and
- A sub-group of the East Kent Joint Scrutiny Committee be established in the short term, to facilitate a more comprehensive examination of the key issues

SUPPORTING INFORMATION

1. Introduction and background

1.1 The East Kent councils and the County Council are signatories to the Kent Joint Municipal Waste Management Strategy (JMWMS). This key, statutory document requires that waste management services in Kent develop beyond those currently offered to householders. It also commits the Kent Waste Partnership (KWP) to meet the Landfill Directives landfill diversion targets and sets the policy framework for delivering this.

1.2 To achieve this, the KWP is focused on addressing the following key questions:

- **How can we meet Kent's Landfill Directive targets at least cost to the taxpayer of Kent?**

- **What does this mean for each individual collection authority?**
- **What waste processing and treatment capacity does KCC need to procure to deal with Kent's recycling, composting and residual waste?**

2. The ERM findings

2.1 To address these questions Environmental Resources Management Ltd (ERM) were commissioned to undertake an appraisal of KWP's options for meeting landfill diversion targets at least cost, both financially and in terms of carbon impacts.

2.2 ERM's findings were reported to the East Kent Leaders and Chief Executives in March 2008. The ERM study highlighted the following combination of high level principles as the way forward, which incurred the least expensive costs:

- A new Material Recycling Facility (MRF) and In-Vessel Composting (IVC) facility sited in north east Kent;
- enhanced collection services provided by each district, based on the following principles:
 - food waste should be added into existing organics collections;
 - organics collections should be extended to additional households;
 - there should be a shift to co-mingled collections (glass separate from paper);
- For Kent as a whole, overall costs for waste collection and disposal (including 'do nothing') see costs rise from 06/07 cost of £77m to £150m per annum in 2019/2020

3. Verifying ERM findings and identifying savings opportunities

3.1 At the March 2008 meeting of the Leaders and Chief Executives, the East Kent Waste Management Group¹ (EKWVG), was asked to prepare options for, and a plan to deliver, the most effective way of providing the collection and disposal services in East Kent. In particular, to:

- Verify the ERM conclusions, both technical and financial, to confirm that these are 'sound';
- Establish whether savings could be made by rationalising the services;
- Prepare a project plan;
- Consider how the draft Memorandum of Understanding (MoU) could be converted to legally binding inter-authority agreements

3.2 To address the issues outlined in 3.1 above, a report by the EKWVG to a meeting of the East Kent Leaders and Chief Executives on 25th June established some high level principles (as outlined in section 4 of this report). Funding for the continuation of the project was agreed by EKJAC at its meeting on the same day.

3.3 Verification of the ERM work involved a financial modelling exercise based on three slightly different service models which could represent the future shape of waste

¹ the EKWVG is a group of officers from the five councils with responsibility for waste collection and disposal in East Kent

collection/recycling services in East Kent (the main difference between the three being how glass is collected). The design of these three models (called Notional Optimum Models, or 'NOM's), was based on best practice and local Head of Service expertise. The models examined the costs associated with collecting, handling and disposing waste and recyclate in East Kent, based on the current design of services delivered by the four waste collection authorities (WCAs) and the waste disposal authority (Kent County Council, as the WDA). This project also examined the scale of efficiencies which could be generated if the WCAs were to converge their existing services to an optimum model, delivered within existing WCA boundaries and utilising new WDA infrastructure; generating 'vertical savings.' The work has also indicated additional potential savings which could be made if existing WCA boundaries were more relaxed, enabling full collaborative working and the procurement of a single contract and the operation of a single service; generating 'horizontal savings.'

3.4 The costs used to model the NOMs in each district were based on Thanet's in-house costs; being the only authority with an in-house service Thanet was able to provide the most detailed information on the cost of the service. The NOM generating the best potential savings is illustrated in Table 1 below. The finer detail of this may be adjusted according to the outcomes from the next stage of technical work.

4. Principles agreed from the verification work completed (at officer and member level)

Table 1: A Notional Optimum Model

Waste Type	Collection Frequency	Receptacle
Residual	Alternate: Week 1	Wheelie Bin
Recyclables, co-mingled; ➤ Plastics ➤ Metal ➤ Card ➤ Paper	Alternate: Week 1 or 2	Wheelie Bin, Sack or Box
Food plus Green	Alternate: Week 2	Wheelie Bin
Glass	Bottle Bank	
Material Recycling and In-vessel Composting Facilities to support		

4.1 Alternate Week Collection (AWC) is an essential element of any future service, subject to the time frame available and the service being able to accommodate the wishes of each council, i.e. DDC and SDC collecting glass at the kerbside, SDC reducing its cost per household.

4.2 The WCAs and the WDA are happy that the preferred NOM (i.e. co-mingled collections of dry recyclate and food waste to be added to existing organics collections), represents the optimum shape of services.

4.3 Each of the authorities is able to accept the accuracy of the figures used.

4.4 All authorities are happy to agree a Convergence Programme Critical Path.

4.5 All authorities are prepared to move forward with the project, which will involve:

- Assisting in the completion of further detailed financial modelling/technical work;

- Appointing a team to complete detailed modelling, to provide legal advice and project management, in order to refine all details of the best-fit NOM, to provide model inter-authority agreements and advise on the most appropriate governance options;
- Other work streams could include sensitivity analysis, market testing and interim arrangements from 2010

5. Savings and efficiencies identified

5.1 Precise savings likely to be generated by the WCAs' convergence of services to a NOM will be calculated in the next stage of this project. However, despite there being some additional cost to the WCAs in moving towards the NOM (from additional vehicles, staff and bins etc), work completed so far suggests that significant annual revenue savings are likely to be generated overall (from efficiencies in procurement, management overheads, agency staff etc). Savings are also very likely to arise from avoiding exposure to increased Landfill Tax costs, by moving to a NOM. One-off savings are an additional benefit likely to arise.

5.2 The WDA has yet to complete its detailed business case for investment in the new facilities required but is satisfied that the combined opportunities for savings provide a sufficient margin to move forward.

5.3 In addition, authorities will benefit from greatly enhanced recycling performance and access to state-of-the-art facilities which will be operated with greater flexibility and control at a local level.

6. Next Steps

6.1 There is a significant amount of work to complete, via a number of work streams running in parallel. These will consider issues such as legal governance over new arrangements, legally binding agreements which may be necessary, how to deal with the distribution of savings or apportion unforeseen costs, market testing and sensitivity analysis. In order to properly and fully inform the East Kent Joint Scrutiny Committee of all developments and findings in order that thorough scrutiny may be applied, it is recommended that a sub-group of EKJSC be established.

6.2 It is envisaged that this sub-group will comprise a representative of each of the five authorities in East Kent (i.e. the four WCAs and the WDA) and that it meets two or three times over the next few months to receive reports and presentations from relevant officers to gain a through understanding of all the issues at stake.

7. Recommendations

- (a) That this report and the associated PowerPoint presentation are noted; and
- (b) That a sub-group of the East Kent Joint Scrutiny Committee be established in the short term, to facilitate a more comprehensive examination of the key issues

Contact Officer: John Bunnett

Telephone: 01843 577152

Report + front sheet for EKJScrutiny Ctee 090708 Final HRB

The decisions set out in these minutes will come into force, and may then be implemented at 12 noon on the fourth working day after the publication of the decision, unless the decision is subject to call-in.

Date of publication: 27 June 2008

CANTERBURY CITY COUNCIL

EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

Minutes of a meeting held on Wednesday, 25th June, 2008
at 10.30 am in The Guildhall, Westgate, Canterbury

Present: Councillor J Gilbey (Chairman) (Canterbury CC)

Councillor R Bliss (Shepway DC)
Councillor J Gideon - substitute for Councillor S Ezekiel (Thanet DC)
Councillor J Law (Canterbury CC)
Councillor N Kenton - substitute for Councillor F Scales (Dover DC)
Councillor A Marsh - substitute for Councillor P Carter (Kent CC)
Councillor D Monk (Shepway DC)
Councillor S Tomlinson – substitute for Councillor R Latchford (Thanet DC)
Councillor I Ward – substitute for Councillor P Watkins (Dover DC)

Officers:

Matthew Archer	- Canterbury CC
Nadeem Aziz	- Dover DC
John Bunnett	- Thanet DC
Mark Bursnell	- Canterbury CC
Colin Carmichael	- Canterbury CC
Linda Davies	- Kent CC
Mark Ellender	- Canterbury CC
Nick Hughes	- Canterbury CC
Dominic MacDonald-Wallace	- Kent Improvement Partnership
Lyn McDaid	- Canterbury CC
Jim McDonald	- Canterbury CC
Richard Samuel	- Thanet DC
Alistair Stewart	- Shepway DC
Roger Walton	- Dover DC
Peter Wignall	- Shepway DC

1 CONFIRMATION OF CHAIRMAN

Councillor John Gilbey was confirmed as Chairman of this Committee for the remainder of the Council year 2008/09.

2 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors Paul Carter (KCC), Sandy Ezekiel (TDC), Alex King (KCC), Roger Latchford (TDC), Frederick Scales (DDC), and Paul Watkins (DDC).

3 DECLARATIONS OF ANY INTERESTS

There were none made.

4 PROCEDURE RULES

The Head of Legal and Democratic Services (CCC) outlined his report on the Procedure Rules of the East Kent (Joint Arrangements) Committee. He asked the Committee to agree the terms of reference; the procedure rules and to note the operating arrangements and terms of reference of the East Kent (Joint Scrutiny) Committee.

A Member asked the Head of Legal and Democratic Services whether it was possible to have named substitutes for both this Committee and the East Kent (Joint Scrutiny) Committee. The Head of Legal and Democratic Services advised that the procedure rules had been designed in order to be flexible. However this Committee could introduce the practise of having named substitute Members, but this would not be binding. This Committee could recommend to the East Kent (Joint Scrutiny) Committee it have named substitute Members.

The Committee then debated the issue of Substitute Members.

RESOLVED -

- a) That the terms of reference in the Schedule to Appendix 1 of the report now submitted be accepted.
- b) That the committee procedure rules detailed in Appendix 2 of the report now submitted, be adopted.
- c) That the operating arrangements and terms of reference of the East Kent (Joint Scrutiny) Committee detailed in Appendix 3 of the report now submitted.
- d) That this Committee have named substitute Members where it is expedient to do so and that the East Kent (Joint Scrutiny) Committee be recommended to adopt the same practice for their committee to ensure continuity.

5 ADMINISTRATIVE PROCESSES - EAST KENT (JOINT ARRANGEMENTS) AND EAST KENT (JOINT SCRUTINY) COMMITTEES

The Head of Legal and Democratic Services (CCC) outlined his report on the Administrative Processes of the above two Committees. He asked Members to agree to review the arrangements of both Committees after six months. The Committee were informed that it had been suggested that the time of future meetings be amended to 10.00am. The report contained details of suggested speaking rights and proposed dates for both meetings. It was possible that the dates for future "Joint Scrutiny" committee meetings might be amended. The report also included arrangements for recommending items to the Leaders of the respective Councils for inclusion in their Forward Plans.

The Head of Legal and Democratic Services answered a question from a Member explaining that if the administrative arrangements were to change significantly they would need to be approved by the constituent Councils.

RESOLVED –

- a) That the operational arrangements of the East Kent (Joint Arrangements) Committee and the East Kent (Joint Scrutiny) Committee be reviewed by officers of the respective host authorities in six months and a report be taken to a future meeting of the Committees.
- b) That the Committee may, by invitation of the Chairman invite the Chairman of the East Kent Joint Scrutiny Committee or other persons to attend and speak to items on its Agenda.
- c) That the dates for the Joint Committee Meetings as set out in Appendix 1 of the report subject to the time of this Committee being amended to 10.00am. Meetings to be set according to these arrangements.
- d) That the Committee adopt the arrangements as set out in Appendix 3 of the report now submitted for recommending items to the Leaders of the respective Councils for inclusion on their Forward Plans.

6 PROPOSAL FOR THE FUTURE DEVELOPMENT OF THE EAST KENT CLUSTER SHARED SERVICES PROGRAMME

The Head of Policy and Improvement (CCC) outlined his report and asked that the guiding principles, project initiation process, measuring of success and the core programmes for shared service projects, be approved.

The Chief Executive of (CCC) in response to a Members query confirmed that Revenues and Benefits were to be treated as two separate services initially as it was not always the case that they were a combined service in all authorities.

Members queried whether it would be possible to change any of the Officers that had been designated as project managers. The Chief Executive (CCC) confirmed to Members, it would not be advisable to change those project managers where work had already been started. However, the Chief Executives Group could change the Project Managers on those projects that had not already been started.

RESOLVED – That the guiding principles, project initiation process, measures for success and the core programme for shared services projects be approved and that the programme of shared service projects could commence.

7 UPDATE ON THE WASTE MANAGEMENT PROJECT

The Committee received a presentation from the Corporate Director and Deputy Chief Executive (TDC) updating Members on converging the waste and recycling facilities of East Kent. The presentation covered the background and goals of the project, an overview of the principles agreed so far and outlined the next steps and the budget required to fund them.

The Corporate Director and Deputy Chief Executive (TDC) answered Members questions. He advised that Kent County Council would be providing the majority of

the funding requested in the report. It would be recommended to the district Councils that the balance of the budget required would be divided between them on the basis of waste spend. He further advised that at the February 2009 meeting of this Committee, there would be a report covering the recommended Notional Optimum Model.

The Head of Legal and Democratic Services (CCC) reminded the Committee that under their agreed terms of reference the Committee would ask the constituent Member Councils to allocate it funding for a project. When the funding was allocated, it would then become a joint budget under the control of this Committee.

RESOLVED – That in order that external legal and technical support can be procured and the waste management project managed, each Council in the East Kent group, be requested to;

- a) Note the report
- b) That approval is given to spend £200,000 of Waste Collection Authority and Waste Disposal Authority resources to be divided between the five authorities on a waste spend basis. (Underpinned by £100,000 from the Kent Waste Partnership)

8 DATE OF NEXT MEETING

It was noted that the next meeting of the Committee would be at 10.00am on Wednesday 10th September 2008 at the Guildhall, Canterbury.

Councillor Paul Carter had submitted his apologies.

There being no other business the meeting closed at 11.15 am

