

# **IAA Member Working Group**

## **Terms of Reference**

### **INTRODUCTION**

These Terms of Reference has been approved by each Partner Authority as the terms of reference of the IAA Member Working Group. For the avoidance of doubt the IAA Member Working Group shall be established in such a way for those Parties who participate in it to work together in an open and transparent way to achieve the Aims and Objectives.

Any decision of the IAA Member Working Group shall stand as a recommendation to the IAA Officer Working Group and one or more Partner Authorities (where and if appropriate).

Southend on Sea Borough Council is not a party to the IAAs but is a party to the Joint Working Agreement. Southend on Sea Borough Council shall for the purposes of these Terms of Reference be invited to sit on this IAA Member Working Group as an observer.

### **1. ESTABLISHMENT OF THE IAA MEMBER WORKING GROUP**

The IAA Member Working Group shall, unless the IAA Member Working Group otherwise decide, be referred to as the "IAA Member Working Group".

### **2. AIMS AND OBJECTIVES**

2.1 The aims and objectives of the IAA Member Working Group are set out in Schedule 2 (Aims and Objectives). Notwithstanding the foregoing, the overriding purpose of the IAA Member Working Group is to act as an advisory body to the IAA Officer Working Group and as a forum for the Essex Waste Partnership to consider issues relating to the IAAs which affect one or more Partner Authorities and 'champion' recommendations of the IAA Officer Working Group within those Partner Authorities and the wider Essex Waste Partnership.

2.2 The IAA Member Working Group:

2.2.1 shall have no legal identity or personality;

2.2.2 is not intended to be a joint board for the purposes of s101 of the Local Government Act 1972 or otherwise;

2.2.3 cannot and is not intended to fetter the discretion of the Member of any Partner Authority but shall take into account the views from time to time expressed at any other member forum within the Essex Waste Partnership;

2.2.4 cannot and is not intended to make decisions which bind or are intended to bind any Partner Authority; and

2.2.5 shall be an advisory member group and shall not have any delegated powers.

### **3. MEMBERSHIP AND APPOINTMENT OF THE IAA MEMBER WORKING GROUP**

- 3.1 The IAA Member Working Group shall comprise each Partner Authority's Member who is a member for that Partner Authority with responsibility for waste (a "**Lead Member**").
- 3.2 Each Lead Member may appoint an alternate Member of his/her employing authority to act on his/her behalf provided that such alternative Member must have responsibility for or suitable knowledge of the waste functions, and such alternate Member shall be treated for this purpose as if he/she were the Lead Member.
- 3.3 Each Partner Authority may at any time appoint another Member to be that Partner Authority's Lead Member, and any member of the IAA Member Working Group shall automatically cease to be a member of the IAA Member Working Group upon ceasing to be an member of his/her Partner Authority.
- 3.4 All appointments to membership of the IAA Member Working Group shall be made by notification in writing from the Partner Authority to the chairman.

### **4. CHAIRMAN AND VICE-CHAIRMAN OF THE IAA MEMBER WORKING GROUP**

The IAA Member Working Group shall make its own arrangements for the conduct of its meetings, including electing two Members of the IAA Member Working Group, one to act as Chairman and one to act as Vice-Chairman at its meetings.

### **5. SECRETARY TO THE IAA MEMBER WORKING GROUP**

- 5.1 The IAA Member Working Group shall be supported by the secretary to the IAA Member Working Group.
- 5.2 The secretary of the IAA Member Working Group shall be an officer of one of the Partner Authorities appointed by the IAA Member Working Group for this purpose. Essex County Council shall meet the reasonable costs of the secretary in administering the IAA Member Working Group.
- 5.3 The functions of the secretary of the IAA Member Working Group shall be:
  - 5.3.1 to maintain a record of membership of the IAA Member Working Group;
  - 5.3.2 to summon meetings of the IAA Member Working Group in accordance with paragraph 6 below;
  - 5.3.3 to prepare and send out the agenda for meetings of the IAA Member Working Group in consultation with the Chairman, Lead Members and the IAA Officer Working Group;
  - 5.3.4 to keep a record of the proceedings of the IAA Member Working Group;
  - 5.3.5 to take such administrative action as may be necessary to give effect to decisions of the IAA Member Working Group; and

5.3.6 such other functions as may be determined by the IAA Member Working Group.

## **6. CONVENING OF MEETINGS OF THE IAA MEMBER WORKING GROUP**

6.1 Meetings of the IAA Member Working Group shall be held at such times, dates and places as may be notified to the members of the IAA Member Working Group by the secretary to the IAA Member Working Group, being such time, place and location as:

6.1.1 the IAA Member Working Group shall from time to time resolve;

6.1.2 the secretary of the IAA Member Working Group, in consultation where practicable with the Lead Members, shall determine in response to receipt of a request in writing addressed to the secretary of the IAA Member Working Group from any member of the IAA Member Working Group, which request sets out an urgent item of business within the functions of the IAA Member Working Group.

6.2 Meetings of the IAA Member Working Group shall be held in private.

6.3 The secretary of the IAA Member Working Group shall settle the agenda for any meeting of the IAA Member Working Group with the Chairman and shall incorporate in the agenda any items of business and any reports submitted by any of:

6.3.1 the Lead Members;

6.3.2 the IAA Officer Working Group;

6.3.3 the IAA Member Working Group;

6.3.4 the chief executive of a Partner Authority;

6.3.5 the chief finance officer to a Partner Authority; or

6.3.6 the monitoring officer to a Partner Authority.

## **7. PROCEDURE FOR DECISIONS OF THE IAA MEMBER WORKING GROUP**

Any decision of the IAA Member Working Group shall stand as a recommendation to the IAA Officer Working Group.

## **8. POWERS OF THE IAA MEMBER WORKING GROUP**

The IAA Member Working Group shall be an advisory member board and shall not have any delegated powers.

## **9. ATTENDANCE AT MEETINGS OF THE IAA MEMBER WORKING GROUP**

9.1 Members of the IAA Member Working Group shall be entitled, upon prior agreement of the Chairman, to invite to any meeting of the IAA Member Working Group any other

elected member of the relevant Partner Authority and/or any of the officers specified in paragraph 9.2 below, unless the particular member or officer has a conflict of interest as a result of a personal interest in the matter under consideration.

- 9.2 The following are the officers who shall have a right of attendance in accordance with clause 9.1:
  - 9.2.1 the chief executive of any of the Partner Authorities;
  - 9.2.2 the chief finance officer of any of the Partner Authorities;
  - 9.2.3 the monitoring officer of any of the Partner Authorities;
  - 9.2.4 the officers of Partner Authorities with responsibility for waste; and
  - 9.2.5 the secretary to the IAA Member Working Group.
- 9.3 Notwithstanding the foregoing, the IAA Member Working Group shall be entitled to invite external stakeholders to any meeting of the IAA Member Working Group.

## **10. ADMINISTRATIVE SUPPORT**

Essex County Council shall provide facilities and administrative support to enable the IAA Member Working Group to operate in accordance with these Terms of Reference.

## Schedule 1

### (Definitions and Interpretation)

1. The provisions of this Schedule 1 shall apply and have effect in relation to the capitalised words and expressions used in these Terms of Reference:

<p><b>“Essex Waste Partnership”</b></p>	<p>the partnership consisting each of the Partner Authorities as set out below:</p> <ul style="list-style-type: none"> <li>• Basildon District Council;</li> <li>• Braintree District Council;</li> <li>• Brentwood Borough Council;</li> <li>• Castle Point Borough Council;</li> <li>• Chelmsford Borough Council;</li> <li>• Colchester Borough Council;</li> <li>• Epping Forest District Council;</li> <li>• Essex County Council;</li> <li>• Harlow District Council;</li> <li>• Maldon District Council;</li> <li>• Rochford District Council;</li> <li>• Southend-on-Sea Borough Council;</li> <li>• Tendring District Council; and</li> <li>• Uttlesford District Council.</li> </ul>
<p><b>“Inter Authority Agreements” or “IAAs”</b></p>	<p>the agreements between Essex County Council and each of the Partner Authorities save for Southend-on-Sea Borough Council;</p>
<p><b>“IAA Member Working Group”</b></p>	<p>the group established in accordance with these Terms of Reference;</p>
<p><b>“IAA Officer Working Group”</b></p>	<p>the group established pursuant to clause 5 and schedule 5 of the IAAs;</p>
<p><b>“Joint Working Agreement”</b></p>	<p>the agreement between Essex County Council and Southend on Sea Borough Council setting out how those two authorities will work together;</p>
<p><b>“Lead Member”</b></p>	<p>has the meaning given to it in paragraph 3.1 above;</p>
<p><b>“Partner Authority”</b></p>	<p>each of the Partner Authorities who are a party to the IAAs together with Southend on Sea Borough Council and <b>“Partner Authorities”</b> shall be construed accordingly;</p>

2. In these Terms of Reference, unless where the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. headings are for convenience of reference only; and
- c. words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words.

## Schedule 2

### (Aims and Objectives)

- 1.1 Each of the Members of the IAA Member Working Group wish to establish a clear and accountable forum for them to work together to promote the economic, environmental and social well-being of their respective areas and in order that they are able to assist and provide guidance to the IAA Officer Working Group in relation to the ongoing implementation of the Inter Authority Agreements in order for the Essex Waste Partnership to deliver against the Joint Municipal Waste Management Strategy.
- 1.2 Each of the Members of the IAA Member Working Group, in recognition of the need for delivering best value, promoting financial efficiency and effectiveness, and securing continuous improvement in the provision of waste management services, wish to:
  - 1.2.1 monitor the effectiveness of the implementation and progress of the Inter Authority Agreements;
  - 1.2.2 consider and comment on recommendations of the IAA Officer Working Group and/or Member Partnership Board (as appropriate) which the IAA Officer Working Group is looking to submit to the relevant Partner Authorities;
  - 1.2.3 act as 'champions' within their own Partner Authority in relation to the recommendations of the IAA Officer Working Group referred to in paragraph 1.2.2 above in order to assist the progress of those recommendations;
  - 1.2.4 consider as a partnership any aspect of the Inter Authority Agreements including, but not limited to, the:
    - (a) review of performance of existing collection schemes and associated costs and value for money;
    - (b) annual capital and revenue funding;
    - (c) opportunities for efficiency within the overall waste management system that could be realised; and
    - (d) opportunities for further joint working across all or part of Essex, and report any conclusions/findings to the IAA Officer Working Group and Member Partnership Board (as appropriate) for their consideration;
  - 1.2.5 work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly;
  - 1.2.6 share in a fair and equitable manner the costs and work included in achieving these Aims and Objectives;
  - 1.2.7 endeavour to fully engage all stakeholders, where appropriate, and to maximise the contributions which each Partner Authority may be able to make; and

- 1.2.8 provide a forum and mechanisms for ensuring that there is a coherent programme and organisational structure for joint working.
- 1.3 Each of the Partner Authorities have agreed to establish and maintain the IAA Member Working Group with the membership, powers, duties and responsibilities set out in these Terms of Reference.