

Basis of Agreement

The following is intended to enable the Participating Town and Parish Councils (see list below) to determine whether they wish to enter into a formal agreement with West Sussex County Council.

The agreement is subject to formal approval by each of the Participating Town and Parish Councils and WSCC and the drawing up of a formal agreement under the following terms.

The agreement provides that the Participating Town and Parish Councils will together cover the cost of providing the Mobile Household Waste Recycling Service (HWRS) on the Manhood Peninsula at the current level of service over a minimum of three years from April 2021.

The "Participating Town and Parish Councils" (T&PCS) are:

- Birdham PC
- East Wittering and Bracklesham PC
- Earnley PC
- Selsey TC
- West Itchenor PC
- West Wittering PC

1. The total cost being met by The Participating Town and Parish Councils in the financial year 2021/22 will not exceed £50,000 in total.
2. The cost will be shared pro rata based on the number of households in each of the Participating Town and Parish Council's areas.
3. The price per household for the financial year 2021/22, based on the current council tax base, will therefore not exceed £5.17*
4. The actual level (which will not exceed £5.17 per household) will be confirmed at the time of the formal agreement is drawn up.
5. The service will operate on alternate weeks for one day at two sites between 08:15 – 15:00 at East Beach Car Park, Selsey and Marine Drive Car Park, East Wittering
6. The service will (subject to weather related or other unavoidable disruption) operate 50 weeks per year (25 each per site), not operating during the weeks that Christmas Day and New Year's Day fall in.
7. The risk of unavoidable disruption is borne by the Participating Town and Parish Councils, unless otherwise agreed with WSCC.
8. The overall price will be increased annually from April 2022 by the lowest of:
 - a. The contractual inflation rate, or
 - b. The Retail Price Index (RPI), or
 - c. any increase negotiated by WSCC with the service provider which is lower than the above
9. Initial commitment by the Participating Town and Parish Councils is for 3 years (1st April 2021 - to 31st March 2024)

Commented [ST1]: Change to relevant annual tax base

Commented [ST2]: For a Band D equivalent property

Commented [ST3]: Remove – this is not necessary. Also bear in mind the tax base can go down as well as up, so the maximum figure payable by a parish per household could increase in any given year.

Commented [ST4]: Remove – not needed as the sites are specified later in the sentence

Commented [ST5]: This should be specified

10. A joint review, instigated by WSCC, will commence no later than 30th June 2023 and will enable a full evaluation and options assessment to be concluded in time for precepts to be set for 24/25 should the Participating Town and Parish Councils and West Sussex County Council agree the service continues beyond 1st April 2024. The terms and conditions for any continuation will be agreed at that time.
11. Early termination of the agreement which may lead to termination of the service is by a minimum of six months' notice by either
 - a. WSCC**, or
 - b. The Participating Town and Parish Councils by unanimous agreement

provided that all reasonable efforts are made to avoid terminating the service during the peak demand period April - August in any year.
12. WSCC will prepare a report annually at the end of each operating year for the Participating Town and Parish Councils to review how the service is operating. This report will contain information on user numbers, tonnages, recycling rate and any survey data collected plus notice of any foreseen risks or opportunities regarding the provision of the service.
13. WSCC will offer the opportunity to meet annually to discuss the report.
14. A further meeting can be arranged at the joint request of at least 3 Participating Town and Parish Councils or WSCC.
15. The service may be enhanced (with or without additional cost) if unanimously agreed by the Participating Town and Parish Councils and WSCC and the service provider.
16. Further Councils may join the list of Participating Town and Parish Councils subject to there being no objection by WSCC or any of the Participating Town and Parish Councils.
17. Residents living outside Participating Town and Parish Councils may be encouraged to use Westhampnett or other sites in publicity etc, but no conditions or restrictions additional to those that apply across the whole WSCC network of recycling centres will be applied on admittance to use the mobile HWRS service.
18. WSCC will separately invoice Participating Town and Parish Councils according the terms of this agreement annually at a date to be agreed within the financial year in question.

* Note this may reduce if the council tax base increases

**WSCC need to be able to protect their position in the event of a major contractual issue affecting either the contractor or the cost of the service in the context of the wider countywide contract. The option to terminate unilaterally will not otherwise be exercised.

Commented [ST6]: Not sure if this should be unanimous or just a majority – what if, for example, all bar one parish wished to terminate? I think this needs more thought. I also think there needs to be some thought to how dispute resolution would be handled in the event that a significant number (but not a majority) of parishes wished to terminate or amend the agreement.

Commented [ST7]: I'd rather see an interim report produced at six monthly intervals, and production of the reports should be scheduled in a way that aligns with the six month break clauses – so if these can be exercised in September and February and require 30 (or 60 or 90) days notice, the interim report should be provided to the parishes a month before notice is due to be given (e.g. July & December).

Commented [ST8]: For a service review