

Appendix 5

Agreement

Between

West Sussex County Council (WSCC)

and

.....[Town] [Parish] Council

The agreement provides that[Town] [Parish] Council, being one of the Participating Town and Parish Councils defined below will, together with those councils named below, cover the cost of providing the Mobile Household Waste Recycling Service (HWRS) on the Manhood Peninsula, West Sussex, at the level of service current at the commencement date of this Agreement for a minimum of three years from 1st 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
- [Sidlesham TC] (to be confirmed)

This Agreement will not be effective unless and until all of the Participating Town and Parish Councils commit to and sign the Agreement.

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 relevant Annual Tax Base (number of taxable households) for each of the Participating Town and Parish Councils published by Chichester District Council in the year preceding the charging period in question commencing with that published for 2020/21.
3. The price per household for the financial year 2021/22, based on the published council tax base, will therefore not exceed £5.17*.
4. The service will operate for one day per week between 08:15 – 15:00 at, alternately, East Beach Car Park, Selsey and Marine Drive Car Park, East Wittering

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5. 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 in which Christmas Day and New Year's Day fall.
6. The risk of unavoidable disruption is borne by the Participating Town and Parish Councils, unless otherwise agreed with WSCC. In the event of unavoidable disruption, WSCC undertake to use best endeavours to work with the contractor to minimise the cost and disruption.
7. The overall price will be increased annually from April 2022 by the lowest of:
 - a. The contractual inflation rate (being the rate prescribed in the contract between WSCC and the provider of the service at any time), or
 - b. The Retail Price Index (RPI), or
 - c. any increase negotiated by WSCC with the service provider which is lower than each of the above.
8. Initial commitment by the Participating Town and Parish Councils is for 3 years (1st April 2021 - to 31st March 2024).
9. 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 charges to be set for 2024/25 financial year should the Participating Town and Parish Councils and West Sussex County Council agree the service continues beyond 31st March 2024. The terms and conditions for any continuation will be agreed at that time.
10. Early termination of the agreement which may lead to termination of the service before the agreed initial period of commitment or any period of extension 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 any termination taking effect during the peak demand period April - August in any year.
11. 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.
12. WSCC will offer the opportunity to meet representatives of the Participating Town and Parish Councils annually to review and discuss the report.
13. A further meeting can be arranged at the joint request of at least 3 Participating Town and Parish Councils or WSCC at which all of the Participating Town and Parish Councils may choose to be represented.
14. 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.

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15. Further parish or town 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.
16. Residents living outside the area covered by the Participating Town and Parish Councils may be encouraged to use Westhampnett or other sites in notices, signage and 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.
17. WSCC will separately invoice Participating Town and Parish Councils according to the terms of this Agreement annually on a date to be notified in advance 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 provision of the service in the context of the wider countywide contract. The option to terminate unilaterally will not otherwise be exercised.

Signed _____ dated

Name

Title.....

On behalf of West Sussex County Council

Signed _____ dated

Name

Title.....

On behalf of[Town] [Parish] Council

Basis of agreement v 201031