

**DORSET WASTE PARTNERSHIP –SCHEME OF DELEGATION**

**1. INTER AUTHORITY AGREEMENT**

- 1.1 The over-arching arrangements for delegation of authority from the Joint Committee to officers are defined in section 27 of the Inter Authority Agreement, which states:

**“27. THE STRATEGIC MANAGEMENT TEAM**

- 27.1 The Joint Committee shall agree the membership of the Strategic Management Team and the Host Authority shall establish the Strategic Management Team to carry out on behalf of the Joint Committee the following activities:
- 27.1.1 to monitor and manage the performance of the Shared In-House Delivery Arrangement and any Contracts;
  - 27.1.2 in conjunction with support provided by the Host Authority to prepare monitor and control the progress of the Business Plan, Service Plans and the Annual Budget to ensure they continue to fulfil business needs
  - 27.1.3 to advise the Joint Committee generally on waste management initiatives (both local and national) and the progress in delivering the Aims and Objectives
  - 27.1.4 prepare reports and recommendations for consideration by the Joint Committee, support the setting of the strategic direction of the Joint Committee and the context within which waste services are developed, managed and operated;
  - 27.1.5 ensure that where any information is received from or requested by a supplier or contractor or Partner Authority under the Contracts, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the Contracts and in any event as soon as is reasonably practicable;
  - 27.1.6 refer any requests from contractors for a consent or approval to appropriate officers, the Joint Committee or the Senior Manager as appropriate and then communicate any decision back to the contractors under the Contracts. Such communications shall be within a timescale which is compatible with any time provisions detailed in the Contracts and in any event as soon as reasonably practicable;
  - 27.1.7 to prepare and make recommendations to the Joint Committee on waste management issues involving central government and other external agencies;

- 27.1.8 to provide a full assessment of the short, medium and long term financial, resource, service, legal and contractual implications of waste management services for the Joint Committee, the Host Authority and each Partner Authority; and
  - 27.1.9 prepare and submit for approval by the Joint Committee an annual internal audit plan. Regularly report on the findings of any audits undertaken to the Joint Committee and to the section 151 officers of all of the Partner Authorities; and
  - 27.1.10 prepare a strategic risk register relating to the functions of the Joint Committee and regularly submit this, together with details of any mitigation actions implemented, to the Joint Committee.
  - 27.2 The provisions of Schedule 4 (Transition Arrangements) shall apply in relation to the transfer of staff, assets and equipment from the other Partner Authorities to the Host Authority in respect of the establishment of the Strategic Management Team with effect from the Transfer Date.”
- 1.2 Provision is made for further definition of the delegations to the Director of the Dorset Waste Partnership through the subsequent section of the agreement:

**“28. THE SENIOR MANAGER**

- 28.1 The Partner Authorities agree that the Joint Committee shall appoint the Senior Manager through an appointment panel made up of five DWPJC Members as agreed by the Joint Committee (to include members from the collection and disposal authorities). The Senior Manager shall report to the Joint Committee.
- 28.2 The duties and functions delegated to the Senior Manager shall be agreed by the Joint Committee in accordance with the scheme of delegation adopted by the Joint Committee in accordance with paragraph 7.1 of the Constitution.”

**2. DELEGATIONS**

- 2.1 The definitions section of the Inter Authority Agreement states that the Financial Regulations and Contract Procedure Rules of the Joint Committee shall be those of the Host Authority. It is appropriate that other delegations are also in line with arrangements in place in the Host Authority. The following delegations reflect this principle.

**A GENERAL DELEGATIONS TO THE DIRECTOR**

- A1 Delegations to the Director of the Partnership draw upon arrangements in all of the Partner Authorities.
- A2 The Director is authorised to act on behalf of the Joint Committee in relation to any matters within the service areas for which the Joint Committee is

responsible, including spending decisions, subject to the overriding provision that any action taken under delegated powers shall be in accordance with:

- (i) the overall policies approved by the Joint Committee and the Partner Authorities;
- (ii) the County Council's Procedure Rules.

Without prejudice to these delegations the Director is expected in appropriate cases to:

- (i) maintain clear communication with the Chairman of the Joint Committee;
- (ii) ensure that the County and District Councillors for the local electoral division are consulted on or advised of the exercise of delegated powers.

NB: Before exercising any delegated power, the Director must consider whether the decision to be made is of such a nature that it ought to be referred for decision to the Joint Committee. Where the local Councillor consulted under (ii) above so requests, the matter shall be referred to the Joint Committee, for decision.

- A3 Any power conferred upon the Director may be exercised by an officer authorised by them in writing, specifically for the purpose, the details of all such delegations to be contained in a register maintained by the Clerk to the Joint Committee, to be available for public inspection and to be reviewed annually.
- A4 The Joint Committee or a sub-committee of the Dorset Waste Partnership may at any time require a particular issue or any aspect of delegated powers within their terms of reference to be referred to it for decision.
- A5 Delegated decisions shall not involve the adoption of a new policy or a major extension of an existing policy of the Joint Committee or a Partner Authority and shall exclude any case where the magnitude or controversial nature of a proposal is such that responsibility for a decision should be taken by the Joint Committee or the Partner Authorities.
- A6 Any reference to Acts of Parliament includes reference to processes and procedures contained in regulations made thereunder.
- A7 Any reference to the masculine gender includes the feminine.
- A8 Any reference to the Chairman of the Joint Committee includes a reference to the Vice-Chairman in the Chairman's absence.

**B1 Indemnity**

B2 Indemnity arrangements between the Partner Authorities are detailed in the Inter Authority Agreement.

B3 In addition the County Council has given the following general indemnity since 1992.

**"1. General Indemnity**

1.1 The County Council gave a general indemnity in 1992 to any member of staff acting in good faith in the course of their employment, in the following form. This indemnity was modified in 2005 to extend to members as well as employees of the Council. At the same time it was

also extended to provide financial support for Councillors and officers to enable them to:

- (1) resist criminal proceedings;
- (2) resist defamation proceedings.

## **2. Exceptions**

2.1 The indemnity will not extend to loss or damage directly or indirectly caused by or arising from:

- fraud, dishonesty or criminal offence committed by the member or employee;
- any neglect, act, error or omission by the member or employee otherwise than in the course of his/her employment; and

2.2 The indemnity will not apply if a member or employee, without the express permission of the authority, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this resolution.

2.3 In pursuance of the above indemnity, the Council undertake not to sue (or joint others in an action as co-defendant versus) a member or an officer of the Council in respect of any neglect, error or omission by him/her in the course of his/her role as a member or as an employee, but subject to the same exceptions as in 2 above.

2.4 The above indemnity and undertaking shall be without prejudice to the right of the Council:

- (1) through the Standards Committee to take action in respect of a locally referred allegation of a breach of the Code of Conduct for Members or the breach of a local protocol, or
- (2) to take disciplinary action against an employee in respect of any neglect, act, error or omission.

The above indemnity and undertaking apply:

Retrospectively to any neglect, act, error or omission which may have occurred before this date; and after the retirement or resignation of the member or employee concerned, as well as during their term of office or employment with the council.”

## **C DELEGATION OF POWERS IN RELATION TO STAFF AND PEOPLE MANAGEMENT**

C1 Staff and people management decisions will be taken according to the authorisation levels set out in \*Appendix 1. All posts in the staffing structure of the Dorset Waste Partnership have been assigned to one of these levels.

## **D DELEGATION OF POWERS IN RELATION TO PROCUREMENT**

## Dorset Waste Partnership Scheme of Delegation and 2016/17 Schedule of Meetings

- D1 Subject to the limitations stated in section A and the Financial Regulations and Contract Procedure Rules of the Host Authority, the Director may enter into contracts that are within the scope of the Joint Committee's responsibilities.
- D2 The Director may delegate this authority to other staff of the Dorset Waste Partnership or staff providing support services to the Dorset Waste Partnership. The extent and limitations of the onward delegation will be set out in the Senior Manager's Procedure Manual.

### **E DELEGATION OF POWERS IN RELATION TO FINANCIAL MANAGEMENT**

- E1 Subject to the limitations stated in section A and the Financial Regulations and Contract Procedure Rules of the Host Authority, the Director is responsible for the financial management of the Dorset Waste Partnership.
- E2 The Director may delegate responsibility for managing parts of the budget to other staff of the Dorset Waste Partnership. The extent and limitations of the onward delegation will be set out in the Senior Manager's Procedure Manual. The Director retains overall responsibility for the financial performance of the Dorset Waste Partnership.

### **F SPECIFIC DELEGATIONS**

For the avoidance of doubt, delegations to the Director of the Dorset Waste Partnership and officers authorised by him include, but are not limited to:

- F1 to take appropriate action under Parts II and IV of the Environmental Protection Act 1990 and Parts 2, 3, 4 and 5 of the Clean Neighbourhoods and Environment Act 2005 Anti-Social Behaviour, Crime and Policing Act 2014 and any Regulations and Orders made thereunder;
- F2 to take all statutory action connected with the removal, storage and disposal of abandoned vehicles and other matters under the Refuse Disposal (Amenity) Act 1978;
- F3 to undertake all action (including any determinations necessary in respect thereof) in connection with applications in respect of commercial waste (including waste of mixed hereditaments including a private dwelling);

\* "Appendix 2" for the purposes of this report.