

**PROPOSED TERMS OF REFERENCE AND METHOD OF OPERATION –
COUNTRYSIDE JOINT GROUP
(Report by Head of Administration)**

1. INTRODUCTION

- 1.1 At their meeting on 12th October 2007, the Countryside Joint Group considered a report which proposed a revised terms of reference and method of operation for the Group. The report had been written in response to uncertainty expressed by Members as to the new remit and status of the Group, since the earlier Cabinet decision to reconstitute the body from the Hinchingsbrooke Country Park Joint Liaison Group to the Countryside Joint Group in May 2006.
- 1.2 A copy of the report considered by the Group is appended at Annex A. Specifically, the report endeavoured to propose a work programme and pattern of operation which would more fully engage Members in the work of the Countryside Service.

2. VIEWS OF THE JOINT GROUP

- 2.1 Having discussed their role and function at great length and the programme of activity which had been proposed, Members continued to express dissatisfaction as to the purpose of the Group given its perceived inability to take decisions and exert any influence over the management of the service. It was also considered that the title of the Group did not fully reflect its transition into a body with oversight of the Countryside Service.
- 2.2 In seeking clarification on the role of the Group, Members expressed a desire to exercise increased decision making over the Countryside Service and to enhance their management responsibilities. It is for this purpose that the Group wished to engage the views of the Cabinet.

3. CONSTITUTIONAL ADVICE

- 3.1 Regulations made under the Local Government Act 2000 prescribe which local government functions are not the responsibility of an authority's executive. These do not include countryside management which is therefore the responsibility of the Cabinet. When the constitution was approved, no provision was made to delegate decision making in respect of Hinchingsbrooke Country Park to the Hinchingsbrooke Country Park Joint Liaison Group. It could therefore only make recommendations to Cabinet on matters affecting the Country Park. That situation remained unaltered when the remit of the Group was extended to all countryside services in Huntingdonshire.

- 3.2 The Act does not permit executive decisions to be made by non-executive Members, except in certain prescribed circumstances, i.e. area committees and joint committees. In those circumstances, non-executive Members may only take decisions if the function delegated relates to that area or, in the case of a joint committee, to less than two fifths of the area of the District, or the area contains less than two fifths of the population of the District. Neither of these circumstances apply in the case of the Countryside Joint Group.
- 3.3 If the Joint Group is to exercise decision making on behalf of the Cabinet, its membership must therefore comprise executive Members of the Cabinet only. There is an exception in the case of the County Councillor if that Member represents an electoral division of the County that is situated in Huntingdonshire.

4. CONCLUSION

- 4.1 The Countryside Joint Group was established to monitor performance and report with or without recommendations to the Cabinet on the Countryside Service. As such, its membership can comprise non-executive Members and its membership must be politically balanced.
- 4.2 If the Cabinet were to delegate decision making to the Joint Group, only Cabinet Members may be appointed and its membership will not be politically balanced. The current Chairman of the Joint Group would be excluded from membership.
- 4.3 The Joint Group has invited the Cabinet to delegate decision making to the Group which would fundamentally alter its composition and terms of reference.

5. RECOMMENDATIONS

- 5.1 Acceptance of the Joint Group's proposal would be contrary to the intention of the Cabinet when the Group's remit was initially established and it is therefore

RECOMMENDED

that the Cabinet approve the terms of reference of the Countryside Joint Group as set out in Appendix B attached.

BACKGROUND INFORMATION

Hinchingbrooke Country Park Joint Liaison Group – Terms of Reference
Cabinet Minutes – 18th May 2006
File LA/H/1 held by the Administration Division of the Central Services Directorate.

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ANNEX A

COUNTRYSIDE JOINT GROUP

12TH OCTOBER 2007

PROPOSED TERMS OF REFERENCE AND METHOD OF OPERATION – COUNTRYSIDE JOINT GROUP (Report by Head of Administration)

1. INTRODUCTION

- 1.3 At their meeting on 18th May 2006, the District Council's Cabinet agreed to reconstitute the former Hinchingsbrooke Country Park Joint Liaison Group as the Countryside Joint Group. The terms of reference of the Group were extended to include all matters relating to countryside and riverside and other parks and open spaces across the District.
- 1.4 Since then, Members have expressed uncertainty as to the new remit and status of the Group given that Hinchingsbrooke Country Park originally was a joint initiative between the District and County Councils.
- 1.5 The purpose of this report, therefore, is to respond to the Group's request for guidance, to confirm terms of reference and a method of operation and to propose a work programme which will more adequately reflect the new wider remit of the Group. Given the involvement of the County Council in the former Liaison Group and the continuation of their membership in the new Group, their views on the proposed new arrangements are reported in Section 3 of the report.
- 1.6 A copy of the former Liaison Group's Terms of Reference is appended hereto as Appendix A.

2. THE PROPOSAL

- 2.1 Bearing in mind the concept of the original Liaison Group and having regard now to its broader remit, it is proposed that the new Group should meet on 4 occasions each calendar year. Two of the four meetings should operate as formal meetings and the other two informally.
- 2.2 The formal meetings will continue in a similar way to that of the former Joint Liaison Group, with biannual reports to be submitted to Members by the Countryside Services and Service Development Managers of the District Council. Meetings will continue to take place at 10:00am on Fridays in March and October each year and be administered by the Democratic Services Team. Both reports will provide an overview of countryside, parks and open space areas with items relating to Hinchingsbrooke Country Park featuring within the Countryside Services Manager's report. It is suggested that these meetings take place in meeting rooms at the Country Park and Paxton Pits Nature Reserve.

2.3 Informal meetings will only require the presence of District Council representatives and will be delivered in the form of site visits across the District. This will enable the Group to embrace their wider remit without conflicting with the County Council's ongoing freehold interests in the Country Park. The District Council's Countryside Services Manager and Service Development Manager will be required to produce an itinerary of places to visit for District Council Members. Arrangements for these events will be made centrally by the Democratic Services Team. An informal tour of Countryside Services already has taken place.

2.4 The following programme of meetings is envisaged:-

PROGRAMME OF MEETINGS		
FORMAL MEETING SCHEDULE	MONTH	VENUE
		March
	October	Paxton Pits Nature Reserve
INFORMAL MEETING SCHEDULE	January	Itinerary to be set by the District Council's Service Development Manager
	June	Itinerary to be set by the Countryside Services Manager

2.5 As part of the Group's new remit, newsletters and information on what is happening across the District will be circulated electronically to District Council Members for information purposes only.

3. CAMBRIDGESHIRE COUNTY COUNCIL'S COMMENTS

3.1 A letter was sent to the County Council seeking their views on the proposed new arrangements.

3.2 No objections had been received to the proposal and no further comments had been made.

4. AMENDMENTS TO THE GROUP'S TERMS OF REFERENCE

- 4.1 To reflect these new arrangements and the wider remit of the Joint Group, revised terms of reference and a method of operation have been proposed. These are reflected in Appendix B hereto. The draft proposal is based on the agreement previously made with the County Council and operating practices since the Joint Liaison Group was first constituted.

4. RECOMMENDATION

- 4.1 The Joint Group are requested to endorse the proposed new approach to the work and responsibilities of the Countryside Joint Group as set out in paragraphs 2.1 – 2.5 of this report and recommend approval to the District and County Councils of the proposed terms of reference and new method of operation for a trial period of 12 months duration commencing in October 2007 after which time the success or otherwise of the arrangements will be reviewed.

BACKGROUND INFORMATION

Hinchingbrooke Country Park Joint Liaison Group – Terms of Reference
Cabinet Minutes – 18th May 2006
File LA/H/1 held by the Administration Division of the Central Services Directorate.

Contact Officer: Miss Habbiba Ali, Democratic Services
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HINCHINGBROOKE COUNTRY PARK LIAISON GROUP

TERMS OF REFERENCE

1. MEMBERSHIP

4 Members appointed by Huntingdonshire District Council
1 Member appointed by Cambridgeshire County Council.

2. ADMINISTRATION

Servicing of meetings of the Liaison Group will be undertaken by the District Council.

Attendance at meetings of the Liaison Group will be open to Officers of both the County and District Councils.

The Liaison Group will meet at least once each year.

3. RESPONSIBILITIES

To monitor implementation of Clause 2 of the Agreement between the County Council and the District Council under which -

- ◆ the County Council wish to see the District Council continue to run the existing services listed in the attached Appendix and to adopt performance measures similar to those listed; and
- ◆ any change to the existing service levels will be agreed between the County Council and the District Council via the Liaison Group before its implementation.

To liaise, on behalf of the District Council, with users of services at the Country Park and to undertake periodic public consultation to which all users, Officers and Members are invited to discuss and plan future developments at the Country Park.

To agree annually the wider role of the Rangers at the Country Park in offering specialised expertise of importance to the residents of Cambridgeshire as a whole.

To ensure on behalf of the District Council that the Rangers continue to provide support for the Care in the Community Programme which provides work placements for handicapped adults.

To receive for information an annual budget for the Country Park.

Upon closure of the accounts in each financial year, to receive a statement from the District Council of all income received and expenditure incurred in the use of the Country Park, all surplus income over expenditure continuing to be reinvested in the Country Park in accordance with previous practice.

COUNTRYSIDE JOINT GROUP

PROPOSED TERMS OF REFERENCE AND METHOD OF OPERATION

1. The Joint Group will consider all matters relating to countryside, riverside and other parks and open spaces in the ownership of or managed by Huntingdonshire District Council.
2. The Joint Group will not have responsibility for any executive functions within the meaning of the Local Government Act 2000.
3. The Joint Group will be constituted in accordance with the Local Government and Housing Act 1989 and the District Council's Constitution with a membership comprising four members of Huntingdonshire District Council (appointed by the Cabinet) and one Member appointed by Cambridgeshire County Council.
4. The Joint Group will meet formally on at least two occasions in each year. Its formal meetings will be open to the public. The quorum for formal meetings shall be not less than three Members and attendance will be open to Officers of both the County and District Councils.
5. The Joint Group also will meet informally on at least two occasions per year.
6. The Minutes of the formal meetings of the Joint Group will be presented for confirmation to the ensuing formal meeting and copies of the Minutes will be supplied to the District Council and the County Council. Servicing of meetings will be undertaken by the District Council.
7. The Joint Group will monitor implementation of Clause 2 of the Agreement between the County Council and the District Council in relation to Hinchingsbrooke Country Park dated 1st April 1998 under which –
 - ◆ the County Council indicated their wish to see the District Council continue to run the existing services listed in the attached Appendix and to adopt performance measures, similar to those listed;
 - ◆ any change to the existing service levels will be agreed between the County Council and the District Council via the Joint Group before their implementation;
 - ◆ the Joint Group will liaise, on behalf of the District Council, with users of the Parks and Countryside Service and undertake periodic public consultation to which all users, Officers and Members would be invited to discuss and plan future development;
 - ◆ the Joint Group will consider annually the wider role of the Parks and Countryside Service in offering specialist advice to the residents of Cambridgeshire as a whole; and
 - ◆ the Joint Group will ensure, on behalf of the District Council, that the Parks and Countryside Service continue to offer support for the Care in the Community Programme which provides work placements for handicapped adults.

- 8.** The Joint Group will receive financial information and an annual budget for Hinchingsbrooke Country Park, in particular, and the Parks and Countryside Service of the District Council as a whole. Upon closure of the accounts in each financial year, the Joint Group will receive a statement from the District Council of all income received and expenditure incurred in the use of Hinchingsbrooke Country Park. All surplus income over expenditure will continue to be re-invested in the Country Park in accordance with previous practice.
- 9.** The Joint Group may report with or without recommendations on any aspect of the management and operation of the land referred to in Clause 1 of this agreement to the District Council and County Council.