

## **Annex 2: Governance Arrangements**

This revised Governance model has been agreed by the Partnership Committee for the Surrey County Council /Surrey Wildlife Trust Partnership to Manage the Countryside Estate. The model is summarized in Appendix 1.

### **The Partnership Committee as a Strategic Body**

- The Constitution of the committee is outlined in Appendix 2. Membership will comprise equal numbers of Members from the County Council and Trustees from SWT and one representative from the Access Agreement Owners. There is also provision to have substitutes.
- The Partnership Committee meets at least twice a year.
- Its role will be to support the Delivery Body in the delivery of the business plan and service and advise on strategic direction.
- It would receive interim reports on performance (November) and an annual performance report (July) at the end of the financial year with a forward plan for the next year in April and in addition it will receive the business plans for income generating initiatives to ratify.
- The committee will continue its mediation role as set out in the constitution and Agreement.

### **The Delivery Body**

- The Constitution of the Delivery Body will comprise of agreed personnel from SCC Countryside, SCC Property and SCC Business Services Directorate; and SWT Countryside Management, SWT Finance and SWT Property Management. Other personnel will be invited as required.
- The Delivery Body will report to the Partnership Committee. It will manage the performance of the Contract, resources, communication and produces collective action plans to deliver the business plan.
- The aim of the Delivery Body will be to work as a partnership towards the financial sustainability of the Countryside Estate, consistent with the wider aims of both parties in the agreement.
- This group will evaluate and sign off business proposals that support the overall business plan while seeking approval for those proposals considered higher risk from the CEO and Assistant Director Environment (or other appropriate senior manager as agreed).
- This will include the monitoring of Key Performance Indicators (KPIs), the Service Delivery Specification (SDS), Asset Management Plan and the Repairs and Maintenance Programme (RMP), and other agreed documentation as required.
- This group receives the annual and interim performance report.
- Prior to the annual performance review the SWT CEO and Assistant Director Environment will sign off the annual review and associated documentation and recommend it to the Partnership Committee.
- SWT and SCC would chair the group alternately changing every two years.

### **Implementation Body**

- Two representatives, one from SCC and one from SWT, then oversee the implementation of business proposals.
- This body will draw in any additional expertise as required and address delegated tasks as per the Delivery Body.

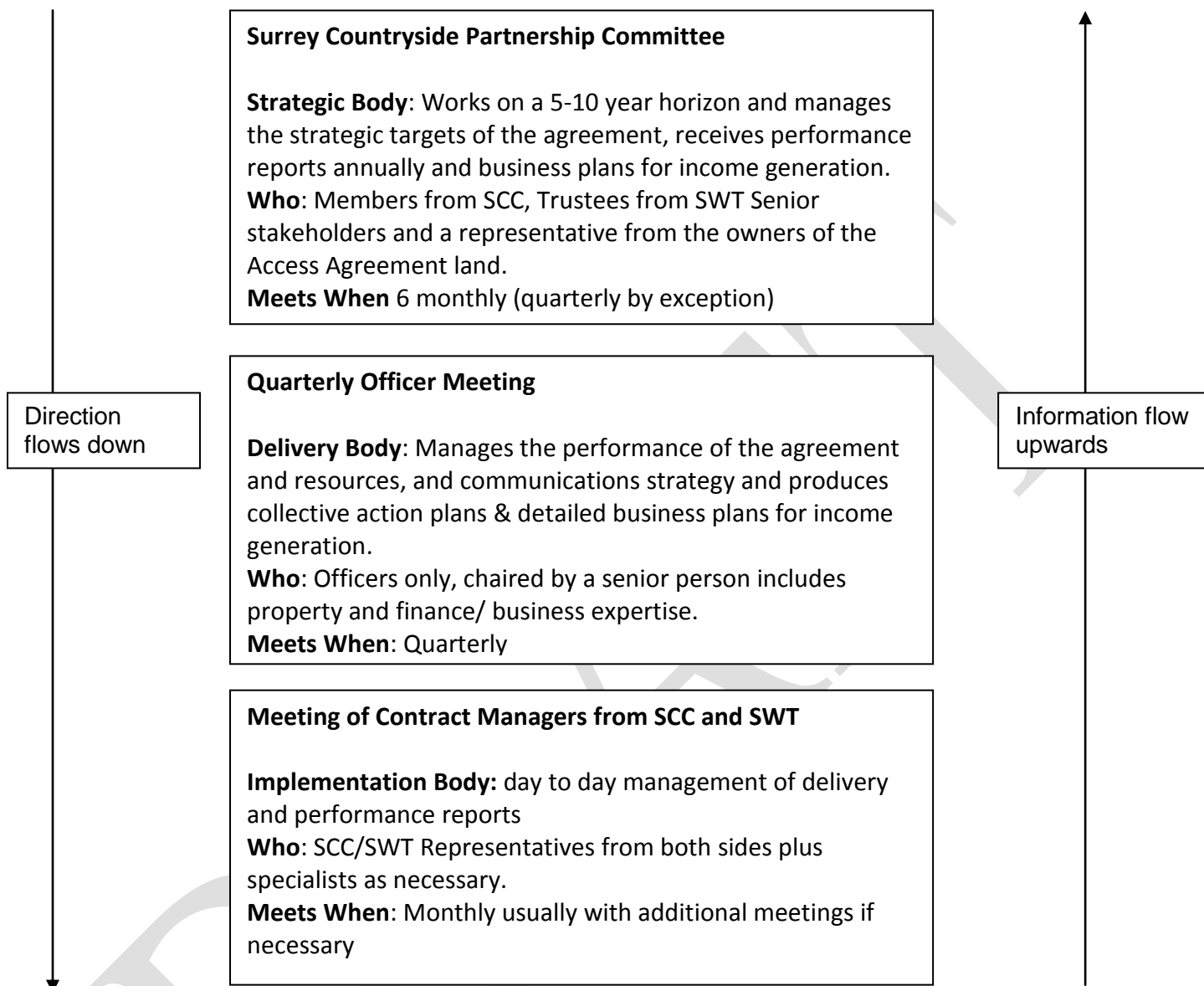
### **Running the Partnership Committee**

- Appendix 2 sets out the proposed structure for the three levels that provide direction and monitoring for the Partnership.
- The matters that it is proposed should be taken to the Partnership Committee are set out in the constitution and should be of a strategic nature to allow the Partnership Committee to take on a more influential role in the overall way the Agreement is managed. The final decision will still rest with the two partner bodies and the owners of the Access Agreement land. Key reports that will come to the Partnership Committee are the Business Plan (2014-19) that covers a 5-year cycle, and the Annual Report including the financial report. These will also be referred to the SWT Council and Cabinet Member at SCC.

### **Engaging Members of the Partnership Committee**

- To ensure that members of the Partnership Committee are engaged in the work of the Partnership and understand their role, new members will be given an induction programme and an ongoing annual meeting/site visit to show members the work of the Partnership Agreement.

**Model for Governance Structure between SWT and SCC**



## Appendix 2

### SURREY COUNTRYSIDE PARTNERSHIP COMMITTEE Constitution

#### **The Aim of the Document**

- 1 The aim of this document is to set out the role, responsibilities, and operation of the Surrey Countryside Partnership Committee. The constituent bodies of the Surrey Countryside Partnership Committee are Surrey County Council, Surrey Wildlife Trust and the access agreement landowners.

#### **Purpose of Committee**

- 2 The primary purpose of the Committee will be to enable SCC and SWT through membership of the Committee to have an overview on the appropriate management of agreed areas of countryside land and property in Surrey, and within these areas the adoption of best practice and high levels and standards of:
  - Sustainability
  - Enhancement of natural beauty
  - Conservation of habitat and built heritage
  - Public access and enjoyment
  - Public knowledge, understanding and support.
- 3 The Committee will give particular attention to achieving an appropriate balance in its work between these objectives.

#### **Role of Committee**

- 4 The Committee will be an advisory and not an executive body. The Committee will play a part in:
  - Agreeing the policies and approach to sustainable management of the agreed areas of land and property
  - Developing the image and profile of the partnership
  - Developing and supporting appropriate initiatives
  - Building public and political support
  - Ensuring identifiable achievements
  - Aiming to secure a year on year increase overall in finance available for the management activities
  - Mediation.
- 5 The Committee may express its advice by way of recommendations to its constituent bodies and other organisations on policies and the allocation of resources in relation to the agreed areas of land and property.

#### **Areas of Reference**

- 6 The work of the Committee will include the following:
  - A. To receive reports from the constituent bodies or Surrey Wildlife Trust on:
    - Policy and strategy for the partnership
    - In line with SCC's Procurement Standing Orders the appropriate contract (Over £500,000) and leases that are over 10 years.
    - Arrangements for consulting local opinion including through consultative groups and in other ways, and receive reports from these consultative forums.

- The development of joint initiatives between the partners on the Committee and others on informal educational use of the land and property, and provision of visitor facilities.
- Development and use of the land and property including intensification of activities, such as: vehicle charging, development of income generating activities including concessions and events, noisy and disruptive activities including motorcycle trials, rallying, shooting, and hunting.
- Financial and other resources to secure appropriate management and development issues.
- Agreeing Investment proposals and agreeing the source of investment to pursue.
- On any other matters referred from the constituent bodies (Surrey Wildlife Trust.) for comment.

B. To discuss issues arising in relation to any of the above in paragraph 6 (a) and give advice.

C. To set up and decide on terms of reference of any panels, working groups or consultative arrangements in relation to any of the above in paragraphs 6(a) or 6(b).

D. To set up and decide the procedure for mediation panels and to receive their reports.

E. To produce an annual report of its activities to be distributed to the constituent bodies and other interested parties.

### **Mediation Role**

7 A mediation panel set up by the Committee, as set out in paragraph 8 below, will act as a "third party" mediator on issues arising from the management of the agreed areas of countryside land and property. Issues for mediation will include contractual matters by agreement and conflicting management strategies, as between the constituent bodies and Surrey Wildlife Trust. Mediation will not infringe any legal or contractual obligation or rights. A mediation panel will not be able to impose a decision on the parties, but will assist the parties to reach agreement.

8 The mediation procedure will only be used where all the parties concerned agree to this. If agreement is reached by the parties through the mediation procedure it will be operationally binding. The Committee will agree a procedure to be followed and will nominate four members to act as a mediation panel for the Committee. The mediation process will take no longer than 28 days from receipt by the chairman of the Committee of a letter stating the issue for mediation. The mediation panel will give their decision on the mediation process to the parties, and will subsequently report back to the Committee with the outcome of the mediation process. A decision by the mediation panel, except where agreed by the parties, will not be binding on the parties. Under the legal agreement for services on the Countryside Estate between Surrey County Council and Surrey Wildlife Trust disputes or differences between the County Council and the Trust will be referred, where not resolved via the Committee's mediation panel, to an independent third party.

### **Membership**

9 Membership of the Committee will comprise:

- 5 representatives nominated from Surrey County Council
- 5 representatives nominated from Surrey Wildlife Trust
- 1 representative nominated from the access agreement landowners.

10 Substitute Members

- Substitute Members may be appointed in the absence of another Member, subject to prior notification to the Chairman and supporting Officers. Substitute Members must be elected Members of the respective body of which the absent Member represents, or a nominated representative in the case of access agreement landowners.

### **Membership Representation**

- 11 The period of office on the Committee will be decided by each of the constituent bodies. It is expected that Committee members will normally serve from annual meeting to annual meeting. The local authority representatives will be elected Members and representatives of Surrey Wildlife Trust will be elected Members of the Trust Council. Deputies will be able to be appointed on the same terms as full Committee members.
- 12 Surrey County Council and Surrey Wildlife Trust representatives will be accompanied by appropriate officers in a non-voting capacity to offer professional advice. Representatives from the management company, and other agencies who are involved in managing the land and property, will attend to advise the Committee in a non-voting capacity as necessary.

### **Role of Members**

- 13 Members are expected to:
  - Support the aims and intentions of the partnership.
  - Participate fully in the activities of the Committee.
  - Seek to harmonise the policies and strategies of their own organisations to secure integrated and effective outcomes.
  - Send appropriate senior representatives, properly briefed, to meetings.
  - Disseminate and advocate the agreed policies of the partnership committee, as appropriate, within their own organisations.

### **Chairman and Vice Chairman of the Committee**

- 14 It is intended that the chairmanship of the Partnership Committee will rotate between Surrey County Council and Surrey Wildlife Trust every two years. The vice-chairman will be from the alternate organisation. In the event of neither the chairman nor vice-chairman being present at the meeting a chairman for the meeting will be elected from members present.

### **Number and Frequency of Meetings**

- 15 The Committee will meet biannually or at such other times as the Committee may determine, at places and times to be determined. Special or extra meetings may be arranged. The biannual meeting immediately after the end of March of each year will be the annual meeting at which the annual report will be agreed and the chairman and vice-chairman for the following year will be agreed. Seminars, tours or site visits will be arranged as appropriate. The meetings will not be open to the public except as the Committee may decide.

### **Decision Making**

- 16 Wherever possible, conclusions on discussions or recommendations made at the Committee will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the chairman of the Committee will have a second or casting vote, but in the event of the chairman choosing not to exercise the second or casting vote, the proposal in question will fail. The quorum of the committee will be 50% of members of which at least two representatives from Surrey County Council, two representatives from Surrey Wildlife Trust. For the avoidance of doubt, if any decision is made which is contrary to the provisions of the Agreement for Service between SCC and SWT then the provisions of the Agreement shall prevail.

### **Business to be considered at Meetings**

- 17 Agenda for meetings of the Committee setting out the business to be dealt with will be dispatched to members seven days (five working days) in advance of the meeting. The chairman may allow other business to be dealt with which is not on the agenda at their discretion. The chairman's agreement will be sought prior to the meeting for any urgent business or any other business not listed on the agenda for meetings of the Committee. Meetings of the Committee shall be conducted in accordance with the Standing Orders of Surrey County Council, unless or until the Committee decides otherwise.

### **Support for the Partnership Committee**

- 18 The secretariat for the Partnership Committee will be provided by Surrey Wildlife Trust with the cost being borne by Surrey Wildlife Trust. Officers from Surrey County Council and Surrey Wildlife Trust will provide the Partnership Committee with professional advice in relation to its terms of reference, work and activities, the cost in officer time of providing such advice being borne by the organisation involved. The officers will seek the advice of the access agreement owners and of other organisations or individuals on specific aspects of the Partnership Committee's work as considered appropriate.

### **Changes to the Constitution**

- 19 The Constitution shall be reviewed every 5 years or earlier if agreed and changes to the Committee's constitution must be a unanimous decision of Committee members present except where this relates to changes to meeting procedure as set out in Surrey County Council's Standing orders.

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