

**TERMS OF REFERENCE OF  
THE UPPER TORRENS LAND MANAGEMENT STEERING COMMITTEE  
ESTABLISHED PURSUANT TO SECTION 41 OF THE LOCAL GOVERNMENT ACT 1999**

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**1 ESTABLISHMENT**

- 1.1 The Barossa Council (hereinafter referred to as the "Council") at a meeting held on 19th September 2000 Minute Book Ref 2000/713 established the Mount Pleasant Land Management Project Steering Committee (hereinafter referred to as "the Committee") pursuant to Section 41 of the *Local Government Act 1999* (the Act).
- 1.2 The Committee shall be known as the "Upper Torrens Land Management Steering Committee".
- 1.3 The Committee may be wound up at any time by resolution of the Council.

**2 OBJECTIVE**

- 2.1 To work in partnership with relevant stakeholders and the community to oversee the implementation of biodiversity and environmental projects on behalf of the Council in the Upper Torrens Catchment area extending from its headwaters downstream to the Gumeracha Weir.

**3 PURPOSE**

- 3.1 The purpose of the Committee is to oversee the implementation of the following projects that have been accepted by the Council and allocated to the Committee to implement:
  - i. Upper Torrens Land Management Project (UTLMP) with the Adelaide and Mount Lofty Ranges Natural Resources Management (NRM) Board for the implementation of the NRM Plan and Investment Strategy as they relate to The Barossa Council and Adelaide Hills Council Natural Resource Management Strategies and Policies;
  - ii. Biodiversity Fund (Program) with the Department of Sustainability Environment, Water, Population and Communities to support

land managers to undertake projects that establish, restore, protect or manage biodiverse carbon stores; and

- iii. Any other biodiversity/environmental project approved by the Council and allocated to the Committee.

#### **4 SCOPE**

- 4.1 The scope of activities to be undertaken by the Committee are detailed in each Grant Agreement approved by Council, and accepted by the Committee, or Instruction provided by Council.

#### **5 DELIVERABLES**

- 5.1 The Committee shall provide the project deliverables as detailed in, and in accordance with the approved Grant Agreements.
- 5.2 The Committee shall provide the Council with the following Project reporting requirements:
  - i. Quarterly progress reports (including a financial summary);
  - ii. An annual achievement report (including a financial summary).

#### **6 MEMBERSHIP OF THE COMMITTEE**

- 6.1 The Committee shall consist of:
  - i. 1 Elected Member nominated by The Barossa Council;
  - ii. 1 Staff Representative nominated by The Barossa Council;
  - iii. 1 Elected Member nominated by Adelaide Hills Council;
  - iv. 1 Staff Representative nominated by Adelaide Hills Council;
  - v. 1 Representative nominated by Natural Resources Adelaide and Mount Lofty Ranges; and
  - vi. 7 Independent (community) Representatives.
- 6.2 The Committee will at the first meeting following every periodic Local Government election (and further annually at its determination and as recorded in its Minutes), appoint at a minimum:

- i. the Chairperson of the Committee (subject to clause 6.4).
- 6.3 In addition to appointing a Chairperson, the Committee may determine if there will be a Deputy Chairperson (subject to clause 6.4) and, if so, shall make the appointment. No other positions are to be formally appointed.
- 6.4 Except for the Mayor or Deputy Mayor of Council, an Elected Member may not hold the position of Chairperson nor Deputy Chairperson.
- 6.5 Officers of both Councils serving on the Committee shall have no voting powers and shall have an advisory and administrative support role only.
- 6.6 Should there be more nominations than required then all voting shall be by secret ballot.
- 6.7 Subject to clauses 1.3 and 6.10, membership of the Committee is for the current term of the Council *unless* a member resigns or is otherwise incapable of continuing as a member or is removed from office by the Council.
- 6.8 Committee members are eligible for re-appointment to the Committee at the expiration of their term of office.
- 6.9 The Committee may by a vote supported by a majority of members of the Committee make a recommendation to the Council to remove a member of the Committee from office where a member has failed (without the leave of the Committee) to attend three consecutive meetings of the Committee.
- 6.10 The Council may at its discretion, remove from membership any member of the Committee and appoint others in their place. Where Council determines to remove a Committee member from office under this clause, the principles of natural justice will be observed in that:
  - i. the Committee member will be informed of Councils intention to remove him/her from office;
  - ii. the Committee member will be provided with an opportunity to comment upon his/her proposed removal from office; and

- iii. the Council will have regard to any submissions received from the Committee member before determining to remove him/her from office.
- 6.11 If a vacancy arises, the Committee will make a recommendation to the Council with respect to the appointment of a Committee member to the vacancy.
- 6.12 Independent members of the committee are to be residents in either the Adelaide Hills Council or The Barossa Council areas.
- 6.13 Independent members of the Committee and any volunteer assisting Committee members for a particular project or event must be registered as a volunteer of Council by completing Council's *Volunteer Registration Form*.

## **7 TRAINING AND SUPPORT**

- 7.1 Following his/her appointment to the Committee, an Independent Committee member will undertake a formal induction in accordance with Council's *Volunteer Management Policy* which will:
- i. highlight member responsibilities within the Committee, including financial duties where appropriate;
  - ii. outline relevant Council policies and processes; and
  - iii. aid compliance with relevant legislation.
- 7.2 Committee members will be encouraged to attend training related to the management of Local Government committees as sessions become available through the Local Government Association.
- 7.3 Committee members will be entitled to reimbursement of approved expenditure in accordance with Council policies and processes.
- 7.4 Council will assign a Council Officer to provide advice and act as a contact point between Council and the Committee.

## **8 POWER OF THE COMMITTEE**

- 8.1 In order for the Committee to perform its functions consistent with these Terms of Reference, the Council delegates pursuant to section

44 of the Local Government Act to the Committee, and in accordance with section 137 of the Act the power:

- i. Approve expenditure on money and works up to \$5,000 excluding GST for any one order on works, and operations of the Committee within financial limits and conditions advised by Council, relating to each Grant Agreement;
- ii. Acquire (in accordance with the approved budget) and dispose of assets in support of the work to be undertaken in each Grant Agreement.

8.2 In the event that any future NRM Board Grant Agreement requires the approval of expenditure of monies for On-ground Works to be provided by the NRM Board, in accordance with the Grant, and contrary to 7.1 (i), the Committee can prepare and submit proposals for On-ground Works direct to the NRM Board for consideration and approval.

8.3 The Committee may establish a sub-committee to assist in the exercise of its power, objectives and responsibilities.

8.3.1 The sub-committee will not have any delegated power for the expenditure of approved budgeted funds.

8.3.2 The establishment, term, objectives and membership of any sub-committee must be minuted by the Committee and ratified by Council.

## **9 GOVERNANCE**

9.1 No Committee member will be personally liable in respect of any transaction, act or omission of the Committee entered into, done or made in good faith.

9.2 Committee members do not enjoy the protection against defamation actions afforded to State and Commonwealth Parliaments and must be careful not to make remarks that could result in an aggrieved person seeking to take action against them.



- 9.3 In the event of there being any dispute, which cannot be resolved by the Committee, the matter in question is to be referred to the Council for resolution.

## **10 ROLES AND RESPONSIBILITIES**

### 10.1 Chairperson

#### 10.1.1 The Chairperson will:

- i. be the contact point between Council and the Committee;
- ii. be responsible for the proper observance of these Terms of Reference;
- iii. oversee and facilitate the conduct of Committee meetings in accordance with the Act and the Local Government (Procedures at Meetings) Regulations 2013 ("the Regulations) Parts 1,3 and 4 (noting that Part 2 does not apply);
- iv. ensure all Committee members have an opportunity to participate in discussions in an open, respectful and encouraging manner;
- v. where a matter has been debated significantly and no new information is being discussed to call the meeting to order and ask for the debate to be finalised and the motion to be put.

### 10.2 The Barossa Council

#### 10.2.1 The Barossa Council will:

- i. provide office accommodation, supporting IT and landline telecommunications for the use of the Committee and Contract staff, based at the Mount Pleasant Natural Resource Centre;
- ii. monitor the operation of the Committee by review of the Minutes;
- iii. advise the Committee of any Grant Agreements to be actioned by the Committee;

- iv. advise the Committee of any additional requirements that the Committee needs to comply with, in addition to the Grant Agreements;
- v. advise the Committee on funding limits and conditions applicable to each Grant Agreement, at the start of each financial year;
- vi. advise the Committee on when the specific funds are available for commitment;
- vii. provide financial support in the accounting and payment of accounts;
- viii. provide financial support in providing financial reports to support contracted deliverables as required;
- ix. provide financial and administrative support in the contracting of support staff and determination of labour, vehicle and personal expenses that are claimable from the relevant Grant funding;
- x. maintain a Register of any assets acquired by the Committee;
- xi. provide all relevant documentation to the Committee members during Induction and when Council or legislative changes require further awareness;
- xii. accept responsibility for WH&S training and safety of the Contract staff and any related liabilities incurred by the Contract staff while under the employ of Council; and
- xiii. accept responsibility for WH&S training and safety of the Committee members and volunteers registered against the UTLMP and any related liabilities incurred by the Committee and volunteers while undertaking work for the UTLMP.

### 10.3 Committee Members

10.3.1 Notwithstanding this Terms of Reference, all Committee members will observe the relevant requirements under the:

- i. Act;



- ii. Regulations;
  - iii. *Code of Conduct for Elected Members* (for Elected Member Committee members) or *Council's Volunteer Management Policy* (for Independent members); and
  - iv. Council's policies and processes which are relevant to the operations of the Committee.
- 10.3.2 Independent members of the Committee are not required to register their interests and complete a Register of Interest return pursuant to section 64 of the Act.
- 10.3.3 Committee members are expected to read, comply with and, where appropriate, to seek clarification with respect to Council policies and processes relevant to these Terms of Reference.

## 11 MEETINGS

- 11.1 The meetings of the Committee shall be held in accordance with the Local Government (Procedures at Meetings) Regulations 2013, Parts 1, 3 and 4. Part 2 of the Regulations do not apply to this Committee.
- 11.2 Ordinary meetings of the Committee will be held bi-monthly or as determined by the Committee. The day, time and place for such meetings shall be determined each year at the first ordinary meeting after the Periodic Election.
- 11.3 Quorum
- 11.3.1 A meeting will commence as soon after the time specified in the notice of meeting as a quorum is present.
- 11.3.2 A quorum for a meeting of the Committee is half of the current voting membership, ignoring any fraction resulting from the division and adding one.
- 11.3.3 *Lack of Quorum*
- i. If, prior to the commencement of the meeting, the number of apologies received by the Chairperson (or their





delegate as the case may be) indicates that a quorum will not be present at that meeting, or

if at the expiration of 30 minutes from the time specified in the notice of meeting as the time of commencement a quorum is not present,

the Chairperson (or their delegate as the case may be) may adjourn the meeting to a specified day and time or continue the meeting without any motions being formally resolved.

- ii. If the meeting is adjourned for a want of quorum, the Chairperson (or their delegate as the case may be) will record in the minutes the reason for the adjournment, the names of any members present and the date and time to which the meeting is adjourned.

11.4 If the Chairperson of the Committee is absent from a meeting, the Deputy Chairperson (if such position exists) will preside at that meeting in accordance with clause 10.1.1. If there is no position of Deputy Chairperson, or both the Chairperson and the Deputy Chairperson of the Committee are absent from a meeting of the Committee, then a member of the Committee chosen from those present will preside at that meeting until the Chairperson (or Deputy Chairperson, as appropriate) is present.

11.5 All decisions of the Committee shall be made on the basis of the majority of the voting members present. All members of the Committee who have voting rights must (subject to a provision of the Act or Regulations to the contrary) vote on any matter arising for decision at a meeting of the Committee.

#### 11.6 Conflict of Interest

11.6.1 No Committee member will vote or take part in debate who has a conflict of interest in any matters before the Committee that would contravene Sections 73, 74 and 75 of the Act.

11.6.2 If a Committee member has a conflict of interest in the particular matter to be voted upon or debated, he or she will declare a conflict of interest and then leave the meeting place until the matter is concluded. The declaration of a

conflict and the time the member left the meeting and returned to the meeting will be recorded in the minutes.

#### 11.7 Agenda for Meetings

11.7.1 The Committee Agenda for each meeting shall include a Report relevant to each deliverable/requirement under each Grant Agreement, to ensure the requirements are monitored and progressed.

#### 11.8 Minutes of Meetings

11.8.1 Minutes of each meeting must include:

- i. names of members present;
- ii. each motion carried; and
- iii. any disclosure of interest made by a member.

11.8.2 Council's staff member supporting the Committee will:

- i. keep minutes of each meeting;
- ii. within five days of the meeting forward a copy of the draft Minutes to the Committee members;
- iii. within five days of the meeting, register into Council's Electronic Document Record Management System (TRIM) a copy of the draft minutes;
- iv. upload the draft minutes to Council's website as soon as reasonably practicable;
- v. submit for confirmation the draft Minutes at the next Committee meeting; and
- vi. submit the minutes to Council's Debate Agenda at the next available Council meeting.

## 12 RESOURCES

- 12.1 Day to day work activities for the Committee, are to be undertaken by employees, contracted by Council, where the relevant Grant Agreement provides provision for cost of labour.
- 12.2 The Committee may provide general direction for the day to day activities of the contracted staff on the project work, in accordance with Council's policies.
- 12.3 At the commencement of each financial year the Committee will provide advice to Council on the expected work load and expertise of the required contract staff required for the financial year, based on the expected budget for each Grant, for the year.
- 12.4 Council will arrange for and administer the employment contracts. The cost of the labour, attributable to each Grant Agreement, will be claimable against the relevant Grant Agreement funding, where the Grant Agreement allows.

Signed .....  .....  
Mayor Bob Sloane

Dated ..16..11..16.....