



Terms of Reference

Version 4: date 27/2/13

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1. INTRODUCTION

The Cooks River Alliance is an alliance of councils who use the combined resources, experience, knowledge and skills within the councils and the community to address the complex environmental problems of the Cooks River Catchment.

These Terms of Reference detail the framework for collaboration between each party in relation to the operation of the Cooks River Alliance organisational and decision making roles and responsibilities. The Terms of Reference should be considered in conjunction with the Alliance's Memorandum of Understanding which sets out the principles for establishment of the Alliance, membership and financial contributions of member councils. The Terms of Reference is accompanied by a Code of Meeting Practice which sets out processes for decision making.

The Terms of Reference may be reviewed and amended by the Alliance Board. The Terms of Reference may only be amended by resolution of the Cooks River Alliance Board. In the event of disputes between the MOU and Terms of Reference, the Terms of Reference will prevail.

The Alliance Terms of Reference was first adopted by the Alliance Board in December 2011 and was last amended on 13 March 2013.

The Terms of Reference will be reviewed prior to the resigning of the Memorandum of Understanding, or as required.

2. PURPOSE

The Cooks River Alliance (hereinafter, 'the Alliance'), is an alliance of councils who use the combined resources, experience, knowledge and skills within the councils and the community to address the complex environmental problems of the Cooks River.

The Alliance will provide technical and expert skills and knowledge to member councils and their communities. The Alliance will actively engage with people living and working in the Cooks River Catchment, assist with and manage the construction of on-ground works, seek funding from public and private organisations for catchment projects, advocate and lobby for legislative amendments to help improve the health of the catchment and monitor environmental indicators across the catchment.

The Alliance will help councils achieve sustainable urban water management (SUWM) in the Cooks River Catchment through organisational capacity building, and partnership building with other councils, government agencies, community organisations and local people. Working together towards SUWM will provide social, organisational and physical benefits to the Cooks River Catchment, resulting in a healthy Cooks River in the long term.

The goals of the Alliance encompass the following social, organisational and physical goals set out below.

Social goals:

- Improving relationships between councils and communities through collaboration.

- Increasing sense of community and greater community ownership of local water solutions due to collaborative processes.

Organisational goals:

- Improving coordination and decreasing duplication of effort between government agencies and organisations that are involved in, and have an influence on water management.

Physical goals:

- Reducing reliance on potable water from external sources (e.g., dams and desalination plants) providing improved water security in the face of changing rainfall patterns and increasing populations.
- Using water more wisely through water conservation measures and a fit-for-purpose approach.
- Reducing wastewater reaching our oceans.
- Increasing use of water sensitive urban design, such as rain gardens and permeable paving, which provide multiple benefits including flood mitigation, improved microclimates, biodiversity in urban streets and developments, reduced stormwater flows and improved water quality leading to a healthy Cooks River.

3. FRAMEWORK

3.1 Alliance Mission and Focus Areas

The Alliance Board have adopted the following mission statement:

‘Councils working together with their communities for a healthy Cooks River catchment’.

The mission statement recognises that councils have a key role in the management of stormwater on public and private lands, can harness the collective action of communities, have regulatory relationships with the NSW State Government and are well placed to collaborate with stakeholders to implement change at the household, streetscape, neighbourhood and regional scale.

The Alliance will achieve this mission by addressing six focus areas:

1. Sustainable Urban Water Management
2. Biodiversity
3. Community Action
4. Capacity Building
5. Knowledge Management
6. Climate Change Resilience

The Alliance Board has endorsed the Cooks River Alliance Management Plan and Action Plan for the Cooks River Alliance.

3.2 Membership

The Alliance members are councils who have signed the Cooks River Alliance Memorandum of Understanding (hereinafter, 'the MoU') and made a financial contribution to the Alliance. The eight member councils are: Ashfield, Bankstown, Canterbury, City of Sydney, Hurstville, Marrickville, Rockdale and Strathfield). The MoU was signed by the above councils on 3rd May 2011 (see Appendix I).

These members are entitled to vote at Alliance Board meetings and are made up of:

- a) Councillors from member Councils, being one delegate and an alternative from each member Council. Councillors represent the interests of the Alliance at Council meetings.
- b) Staff representatives who shall be nominated by each of the Councils to attend meetings and receive minutes of the meetings. In the absence of a councillor attending a meeting, staff representatives may vote on behalf of their council except in the election of Chair or Deputy Chair.
- c) Council and agency staff shall be able to speak for the whole-of-council, and be at a level within the organisation, to either make decisions in relation to Alliance outcomes, or have ease of access to senior management.

3.3 Stakeholders

3.3.1 Non-member Councils

Non-member Councils in the Cooks River Catchment are eligible to join the Alliance. Membership requires financial contribution and acceptance of terms set out in the Memorandum of Understanding.

Non-member Councils in the Cooks River Catchment may attend Cooks River Alliance Board or Steering Committee meetings as observers.

3.3.2 Community Representatives

Members of the public will be invited to nominate as community representatives on the Alliance Board. The total number of community representatives invited to attend Alliance meetings shall not exceed three (3) in number and be representative of the wider geographic area of the Cooks River Catchment.

Alliance Community Representative positions will be widely advertised on Alliance and member council websites, local media and other networks. Nominations will be assessed by the Executive Committee and recommendations made to the Alliance Board.

Community representatives may attend in a non-voting capacity and may table items for discussion and speak at meetings.

3.3.3 Visitors

The Alliance may invite others to participate as observers or speakers at Cooks River Alliance Board or Steering Committee meetings. Visitors will be afforded the status of observers.

4. STRUCTURE

The Alliance will operate at three levels: Board, Executive Committee and Steering Committee (Officer level).

4.1 The Alliance Board

4.1.1 Role of the Alliance Board

The Alliance Board is the over-arching decision-making body of the Alliance. The Board provides strategic direction to Alliance staff, Executive Committee and Steering Committee.

Members of the Board will elect a Chair and Deputy Chair on an annual basis.

4.1.2 Structure of the Alliance Board

The Alliance Board (hereinafter, 'the Board') is made up of representatives from member councils of the Alliance.

Each member council is entitled to one vote on the Alliance Board.

Each council is requested to nominate one councillor and one alternative councillor to represent each member council on the Board.

In the event that a councillor is able to attend the Board meeting, a nominated employee from the relevant council may represent their council as a voting delegate. Council employees are not permitted to vote for Chair and Deputy Chair of the Alliance Board.

Member Councils may request additional staff members attend Board meetings.

The Alliance Project Manager, and other Alliance staff as required, shall attend Board meetings in an administrative capacity and to report on Alliance activities.

Councils can not vote at Board meetings by proxy.

The Board may delegate a matter for resolution to the Executive Committee. The Board may delegate a matter or proposal to be determined by vote by member councils by electronic transmission including email or teleconference.

4.1.3 Role of Chair

The Chair, or in his/her absence a Deputy Chair, shall preside at all meetings of the Alliance Board and Executive Committee.

The Chair is responsible for:

- a) Ensuring he/she conducts all business with a high level of impartiality, firmness, tact and courtesy;
- b) Representing the Alliance and being the premier spokesperson
- c) Guiding the Board meetings according to the agenda and time available;
- d) Encouraging and facilitating Board discussions as relevant to the meeting agenda, and;
- e) Ensuring all discussion items at meetings end with a decision, action or definite outcome.

The Alliance Chair shall be the public representative of the Alliance to the community and shall act as the media spokesperson. The Chair shall also utilise the interests of all members to maintain focus on objectives and ensure the smooth running of Alliance meetings.

The Chair and Deputy Chair shall be an elected Councillor from a member Council and elected for a period of 12 months on an annual basis.

4.1.4 Role of Deputy Chair

The Deputy Chair may exercise any function of the Chairperson at the request of the Chairperson, or if the Chairperson is prevented by illness, absence or otherwise from exercising any function.

The Deputy Chair is also a member of the Executive Committee.

4.2 The Alliance Executive Committee

4.2.1 Role of the Alliance Executive Committee

The role of the Alliance Executive Committee is to act as an administrative management committee, monitor progress and to assist in the delivery of Alliance Management and Action Plans by:

- Monitoring and overseeing the progress of Alliance operations in accordance with agreed performance outcomes/assessment criteria.
- Advising on issues to be reported to the Alliance Board and determination of Board meeting agendas
- Determining matters where delegated by the Board
- Resolving disputed or referred matters from the Alliance Steering Committee
- Assisting the Alliance Project Manager with administrative (including financial) determinations
- Providing a direct supervisory role for the Alliance Project Manager

The Council officer representatives on the Executive Committee will convene to determine staffing matters such as recruitment and performance management, consistent with local government practices.

4.2.2 Structure of the Alliance Executive Committee

The Cooks River Alliance Executive Committee is made up of :

- Alliance Chair
- Alliance Deputy Chair
- A senior representative from the host council
- Senior representatives from two other Cooks River Alliance councils (to be nominated by the Cooks River Alliance Steering Committee).

The Alliance Project Manager, and other Alliance staff as required, shall attend Executive meetings in an administrative capacity.

Members of the Executive Committee, except for the host council manager, are appointed on an annual basis.

The Chair and Deputy Chair are elected annually by the Alliance Board.

Nominations for the senior staff representatives on the Executive Committee shall occur once a year with the date for nominations to be determined by the Steering Committee but should not be longer than twelve (12) months from the previous call for nominations.

Nominations shall be called by email and received no later than three (3) weeks after being called. If the minimum number of two (2) nominations is received then all shall be accepted. If more than the minimum are received the nominations shall be voted on via email by the officers of the Steering Committee.

4.3 The Alliance Steering Committee

4.3.1 Role of the Alliance Steering Committee

The Alliance Steering Committee is responsible for:

- Development of Alliance management plans, action plans and community engagement plans
- Overseeing and resourcing the implementation of such plans;
- Providing input into the operations of the Alliance; and,
- Contributing ideas, resources and expertise to projects and issues.

The Steering Committee will collaborate with other agencies and groups on Cooks River issues through invitation to attend meetings and/or work in partnership with them on specific projects.

The Steering Committee will assist Alliance staff engage with landholders to promote better environmental outcomes for the catchment.

The Steering Committee will direct the work of action groups, sub-committees or technical groups and may make recommendations to the Alliance Board on project progress or variations to plans or projects.

4.3.2 Structure of the Alliance Steering Committee

The Cooks River Alliance Steering Committee (hereinafter, 'the Steering Committee') shall consist of:

- A representative from each member council; and
- All Alliance staff.

All member councils should nominate a representative and an alternative to the Alliance Steering Committee.

The council staff representatives must have the ability to make decisions relating to Alliance activities or to easily access senior management and must have an understanding of, or expertise in, natural resource management or similar discipline.

4.4 Action Groups

The Steering Committee may establish action groups (which include sub-committees or technical groups) in accordance with the management and action plan or where required to research or investigate specific issues, concerns and/or projects.

Action groups shall consist of technical officers, or other relevant staff, from Councils. The participating Council will determine its involvement and representation on action groups. Community members and Agencies may be invited to participate where this is considered appropriate.

Action groups will meet as required.

Groups will maintain a written record of meetings. Records of meetings will be made available to all member councils.

Action groups are expected to provide progress reports to Steering Committee meetings. All decisions are to be referred to the Steering Committee.

5. ALLIANCE STAFF

5.1 Role of the Alliance Staff

The Alliance staff will serve as a resource for all member councils, provide recommendations to the Board, and carry out implementation of Alliance projects.

The host council will employ the Alliance staff on a fixed contract basis. The Alliance Project Manager will report directly to a manager in the host council on an operational basis. Staff recruitment will be carried out through the host council; however, the Executive Committee will participate in the selection process.

The length of Alliance team contracts and the Alliance team job descriptions will be approved by the Executive Committee. Alliance staff will report to the Alliance Project Manager. The Alliance Project Manager will be overseen by the Executive Committee.

The Alliance staff will maintain a website to provide a central place for public information on the Cooks River and on upcoming community engagement activities.

5.2 Alliance Project Manager

The Alliance Project Manager is employed to administer, support and facilitate the collaborative efforts of Alliance staff and council members to implement strategies and actions targeted by the Alliance.

The Alliance Project Manager will be appointed by the Executive Committee.

The primary responsibilities of the Project Manager are:

Administration

- Support the Board, Executive Committee and Steering Committee
- Coordinate all Alliance meetings and carry out administration of all Alliance activities
- Support and manage Alliance staff
- Manage and administer the annual Alliance budget (endorsed by the Board)
- Provide any budget recommendations to the Board by November each year for the following fiscal year
- Prepare and distribute progress and annual reports
- Maintain accurate and informative financial reports, and activity reports.

Coordination

- Communicate directly with Board members to facilitate the administration of Board meetings and other Alliance events
- Manage the development and implementation of the Alliance Management and Action Plan
- Facilitate the flow of information between Alliance members and other stakeholders and inform members of important external developments that will impact on the aims and activities of the Alliance
- Identify and plan for regional project opportunities
- Contribute to building the capacity of Alliance members through organising expert guest presentations, workshops and field trips of educational value
- Liaise with other stakeholders and the broader community to keep up-to-date relevant information, explore new project opportunities and raise the profile of the Cooks River and the Alliance
- Assist members to obtain information and resources needed to implement projects and activities in keeping with the Management Plan.

Fundraising

- Identify and pursue funding opportunities for regional and multi-council projects given priority by the Alliance
- Assist councils in developing project proposals and funding applications (grants, sponsorship, council contributions) for priority projects in their areas
- Seek additional funding for Cooks River Alliance projects.

Promotion

- Represent the Alliance's interests as approved by the Board through submissions, inquiries, liaison or consultation with relevant authorities, political representatives and stakeholders
- Promote the Alliance activities, collaborative regional projects and member projects
- Maintain a web site and other communication channels.
- Coordinate responses to media requests

Implementation of Delegated Programs in the Alliance Action Plan

- Development of council capacity building program for water management and other catchment issues (in consultation with the Alliance Environmental Engineer)
- Catchment-wide monitoring program (in consultation with the Alliance Environmental Officer).
- Expand Intensive Correction Order Program
- Development of a Climate Change Resilience Program.

5.3 Additional Alliance Staff

Additional Alliance staff will be employed based on funding availability and skills needs. The areas of skill required to run the Alliance effectively include, but are not limited to: community engagement, environmental engineering and ecology. It is recognised that no less than a minimum of two positions are required to effect the efficient operation of The Cooks River Alliance. Staff needs will be determined by the Project Manager in consultation with the Executive Committee.

Program responsibilities of additional staff are outlined in the Alliance Action Plan.

5.4 Complaint and Dispute Resolution

Complaints regarding performance of Alliance Staff should be raised to the Manager in the host Council responsible for the Alliance project.

Disciplinary matters will be managed in accordance with the Local Government (State) Award 2010 and host council's disciplinary policies and procedures.

Complaints made under the Model Code of Conduct for NSW Councils will be handled by the host Council in accordance with Code of Conduct procedures adopted by the host Council.

6. ALLIANCE ADMINISTRATION

6.1 Financial

Each Alliance member's financial contribution is outlined in the MoU (see Appendix I).

Alliance members will provide core funding that will cover Alliance staff salaries and general administration costs. The core funding will provide continuity of staff to enable implementation of the Alliance Management and Action Plans.

6.2 Hosting and Administration

The Alliance team will be hosted by one of the member councils. Initially, the hosting period will be for three years in line with the first Memorandum of Understanding. In September 2013, the hosting of the Alliance team will be reviewed along with a new Memorandum of Understanding.

The host council will administer Alliance funds. The host council will provide office space and furniture, telephone, fax, email, IT support, and other basic requirements.

Alliance members will take it in turns to host Alliance meetings.

6.3 Annual Report

An Annual Report and Annual Financial Statement will be submitted to the Board meeting in of the last quarter of the calendar year.

The Annual Report shall contain a summary of the activities of the Alliance.

7. APPENDIX 1

MEMORANDUM OF UNDERSTANDING THE COOKS RIVER ALLIANCE (SHARED SERVICES AGREEMENT)

BETWEEN

Ashfield Council, of 260 Liverpool Road, Ashfield, New South Wales (“**Ashfield**”);

Bankstown City Council, of 66-72 Rickard Road, Bankstown, New South Wales (“**Bankstown**”);

Canterbury City Council, of 137 Beamish Street, Campsie, New South Wales (“**Canterbury**”);

The Council of the City of Sydney, of Town Hall House, 456 Kent Street, Sydney, New South Wales (“**City of Sydney**”);

Hurstville City Council, of MacMahon Street, Hurstville, New South Wales (“**Hurstville**”);

Marrickville Council, of 2-14 Fisher Street, Petersham, New South Wales (“**Marrickville**”);

Rockdale City Council, of 2 Bryant Street, Rockdale, New South Wales (“**Rockdale**”); **AND**

Strathfield Council, of 65 Homebush Road, Strathfield, New South Wales (“**Strathfield**”).

BACKGROUND

The Cooks River runs through southwestern Sydney, receiving rainfall and groundwater from portions of 13 local government areas (Ashfield, Auburn, Bankstown, Botany Bay, Burwood, Canterbury, City of Sydney, Hurstville, Kogarah, Marrickville, Randwick, Rockdale and Strathfield). The Cooks River has been degraded over many years through vegetation removal, artificial channel modification and the dumping of sewage, stormwater, and industrial and domestic waste.

The Cooks River connects the natural environment of the 13 councils in its catchment with water and pollution flowing across local government area (LGA) boundaries. Many natural resource management (NRM) issues, such as water quality and stormwater pollution, exist across the catchment and therefore working solely within Local Government boundaries will have limited outcomes.

A collaborative approach between councils is important for the effective management of natural resources. Working together on regional NRM issues has a synergistic effect; it leads to cost-efficiencies through shared resources such as staff time and technical expertise, establishes a stronger basis for grant applications, harnesses a potent collective voice, provides additional

opportunities such as research outcomes, and supports councils in meeting their obligations to achieve state-wide targets for NRM.

The Cooks River Alliance has evolved from:

- The Cooks River Foreshores Working Group (Ashfield, Bankstown, Canterbury, City of Sydney, Hurstville, Marrickville, Rockdale and Strathfield); and
- The OurRiver project (three-year project funded by the NSW Environmental Trust's Urban Sustainability Program).

RECITALS

- A.** Ashfield, Bankstown, Canterbury, City of Sydney, Hurstville, Marrickville, Rockdale and Strathfield Councils have agreed to a proposal whereby all councils will facilitate the establishment and operation of the Cooks River Alliance for a period of three (3) years (i.e., from 1 July 2011 to 30 June 2014) unless otherwise specified in Section 2. The proposal is to be reviewed annually. This arrangement is intended to achieve outcomes consistent with the objectives in each council's management plan related to natural resource management, with a focus on the Cooks River Catchment.
- B.** The Cooks River Alliance will be jointly administered by the Cooks River Alliance Executive Committee comprising five (5) personnel:
- Cooks River Alliance Chairperson (to be elected each year by the Cooks River Alliance Board)
 - Cooks River Alliance Vice Chairperson (to be elected each year by the Cooks River Alliance Board)
 - A Manager from the host council
 - A Manager from another Cooks River Alliance council (to be nominated by the Cooks River Alliance Board), and
 - Cooks River Alliance Manager.

The Cooks River Alliance Executive Committee will provide strategic and operational advice consistent with The Cooks River Strategic Plan (to be developed in the first year). The Cooks River Alliance Executive Committee will also make administrative determinations, as delegated by the Cooks River Alliance Board.

1 Definitions

1.1 In this Memorandum, unless the context otherwise requires:

- “Proposal” means the proposal that Ashfield, Bankstown, Canterbury, City of Sydney, Hurstville, Marrickville, Rockdale and Strathfield councils will facilitate the joint management and operation of the Cooks River Alliance in accordance with the terms of this Memorandum;
- “Member councils” refers to those councils signing this Memorandum;
- “The Cooks River Alliance Board” includes a nominated Councillor from each member council.

- “The Cooks River Alliance Executive Committee” is as determined in this Memorandum (see Recitals B);
- “The Cooks River Alliance staff” includes people employed by the host council whose positions are funded by Cooks River Alliance funds (i.e., member council contributions and/or grant funding).
- “The Cooks River Alliance Working Group” includes a nominated staff member from each member council and the Cooks River Alliance staff. Representatives from relevant stakeholder groups will be invited to attend (e.g., state agencies, community groups).
- “Period” means three (3) years as determined in this Memorandum;
- “The host council” means Strathfield Council who will administer Cooks River Alliance funds and employ and provide office space for the Cooks River Alliance staff for the period of this memorandum.

2 Proposal

- 2.1** All parties will provide ‘In Kind’ support consisting of:
- Officer support for the Cooks River Alliance and projects
 - Administration and coordination of grant funds as needed
- 2.2** The host council will provide ‘In-Kind’ support comprising:
- Recruitment of staff
 - Staff supervision and performance management of Alliance Manager
 - Training and development for staff
 - Human resource management
 - IT support and equipment
 - Office equipment (e.g., photocopiers, telephones, printer, fax)
 - Occupational Health and Safety and EMS guidelines and training
 - Public Liability Insurance to cover staff
 - Contents Insurance
 - Financial administration of grant funds
 - Contract administration
 - Financial management and budget administration
 - Petty cash administration
 - Provision of vehicles for use by staff
- 2.3** Ashfield will also provide cash funding of \$21,000, for the period 2011-2014 subject to Key Performance Indicators (KPIs) being achieved, with \$7,000 provided in year one (2011-2012), \$7,000 provided in year two (2012-2013) and \$7,000 provided in year three (2013-2014).
- 2.4** Bankstown will also provide cash funding of \$13,000, for the period 2011-2012, at the end of which the MOU between the Cooks River Alliance and Bankstown City Council will

- cease. Further contributions and re-signing of the MOU for the period 2012-2014 are subject to future approval and the KPIs being achieved.
- 2.5 Canterbury will also provide cash funding of \$220,000, for the period 2011-2014 subject to KPIs being achieved, with \$60,000 provided in year one (2011-2012), \$73,000 provided in year two (2012-2013) and \$87,000 provided in year three (2013-2014).
 - 2.6 City of Sydney will also provide cash funding of \$134,000, for the period 2011-2014 subject to KPIs being achieved, with \$38,000 provided in year one (2011-2012), \$45,000 provided in year two (2012-2013) and \$51,000 provided in year three (2013-2014).
 - 2.7 Hurstville will also provide cash funding of \$31,000, for the period 2011-2012. Contributions of \$38,000 for the period 2012-2013 and \$46,000 for the period 2013-2014 are subject to future approval and KPIs being achieved.
 - 2.8 Marrickville will also provide cash funding of \$167,000, for the period 2011-2014 subject to KPIs being achieved, with \$47,000 provided in year one (2011-2012), \$55,000 provided in year two (2012-2013) and \$65,000 provided in year three (2013-2014).
 - 2.9 Rockdale will also provide cash funding of \$190,000, for the period 2011-2014 subject to KPIs being achieved, with \$53,000 provided in year one (2011-2012), \$63,000 provided in year two (2012-2013) and \$74,000 provided in year three (2013-2014).
 - 2.10 Strathfield will also provide cash funding of \$125,000, for the period 2011-2014 subject to KPIs being achieved, with \$37,000 provided in year one (2011-2012), \$40,000 provided in year two (2012-2013) and \$48,000 provided in year three (2013-2014).
 - 2.11 The host council will for the purposes of this Memorandum be 'The Employer' and employ all required (and agreed) staff and is also responsible for the following:
 - Position Description format
 - Recruitment
 - Payroll Administration
 - Superannuation, Workers Compensation (salary and salary on-costs will be paid from Cooks River Alliance funds) and
 - Public Liability insurance
 - 2.12 It is agreed that no less than a minimum of two (2) positions are required to effect the efficient operation of The Cooks River Alliance. A staffing strategy of five (5) persons has been outlined in the *Cooks River Alliance Draft Discussion Paper* (March 2010). Structure for staffing will be determined by the Cooks River Alliance Executive Committee in consultation with The Cooks River Alliance Working Group.
 - 2.13 Where contractors are required for the purposes of undertaking short-term projects or to carry out grant funded activities, those contractors will be engaged by the host council and will hold relevant professional indemnity and workers compensation insurances.
 - 2.14 The monies contributed by member councils will be used for the operation of the Cooks River Alliance including but not limited to funding Cooks River Alliance staff, developing promotional and educational material and activities, and supporting on-ground works construction. The Cooks River Alliance Manager, in consultation with the Cooks River Alliance Executive Committee, will develop an annual budget outlining how the monies will

be distributed. At each Cooks River Alliance Board Meeting, the Cooks River Alliance Manager will report on the financial status of the Cooks River Alliance.

3 Conditions and Responsibilities

3.1 Evaluation and Reporting

The Cooks River Alliance will report on progress, including statistically relevant data on agreed KPIs to all member councils every two months. The reports will be submitted to each member council two (2) weeks prior to a Cooks River Alliance meeting.

An Annual Report from The Cooks River Alliance will be prepared for all member Councils for the purposes of reviewing the Memorandum of Understanding and informing the next year's activities. This report will also recommend actions and budget requirements for the upcoming year.

The Cooks River Alliance will provide critical data to member Councils to be used in State of the Environment Reporting, Annual Reports, Management Plans and other reports as requested.

3.2 Financial Administration

Financial administration will follow the standard procedure for the host council. Expenditure and invoices for budgets will be processed in accordance with the host council's purchasing procedures.

Petty Cash will be overseen by the Cooks River Alliance Manager and administered by the host council.

3.3 Information Technology

The host council is responsible for the provision and maintenance of Information Technology support. All staff will have access to e-mail, internet, intranet and records management. The host council will also provide telephone services including phone and fax. The host council will provide and service a printer and fax machine.

The Cooks River Alliance staff will ensure all documents relating to work product will be stored on the host council's records management system in accordance with Local Government regulations. These documents will be made available to the other Cooks River Alliance councils as required. The Cooks River Alliance Manager will also ensure all documents are appropriately backed up.

4 Operational Requirements

4.1 The Cooks River Strategic Plan

The Cooks River Alliance Working Group will develop *The Cooks River Strategic Plan 2011 – 2014*.

4.2 Work Plan

The Work Plan will detail action for the coming year consistent with key goals identified in The Cooks River Strategic Plan 2011-2014. It will be developed to coincide with the annual budget cycle and will be overseen by the Cooks River Alliance Working Group. It will list Key Performance Indicators (KPIs) for the year.

4.3 Grants

As the Cooks River Alliance is not an incorporated body, in most cases it is ineligible to apply for grant funding directly. Therefore, one of the member Councils must apply on behalf of The Cooks River Alliance. Applications for grant funding on behalf of the Cooks River Alliance must be consistent with the goals identified in The Cooks River Strategic Plan 2011-2014 and adhere to the policies of the relevant councils. All proposals will be reviewed on a case by case basis by the Cooks River Alliance Working Group prior to acceptance of funds. The Cooks River Alliance will also be responsible for gaining support from affected member Councils prior to submitting grant applications.

4.4 Media and PR

The Cooks River Alliance Manager is responsible for media materials, which includes:

- Media releases
- Advertising
- Speaking to the media on behalf of The Cooks River Alliance

All media materials are to acknowledge the support of all member Councils, unless expressly agreed. Where appropriate, all printed materials are to include all member Council logos having equal prominence and size.

All media materials are to be produced and cleared in accordance with all member Council's media procedures.

5 Memorandum Terms

- 5.1** If a member Council at any time during the term of this arrangement, wishes to withdraw from Cooks River Alliance, that Council will give the other Councils twelve (12) months notice in writing of its intention to withdraw and commit to the provision of funding to honour staffing and other contractual arrangements for the remainder of that term.
- 5.2** The parties will cooperate and act in good faith with each other in relation to the implementation of this Memorandum.
- 5.3** This Memorandum is binding on the parties in accordance with its terms.
- 5.4** All parties will do all things reasonably required to carry out and give full effect to this Memorandum and the rights and obligations of the parties under it.

EXECUTED by the parties

SIGNED SEALED AND DELIVERED

SIGNED for and on behalf of ASHFIELD COUNCIL by Vanessa Chan, pursuant to a resolution of the Council at its meeting held on 23 November 2010.

.....
Witness Vanessa Chan
General Manager

.....
(Print name of witness)

SIGNED for and on behalf of BANKSTOWN CITY COUNCIL by Luke Nicholls, pursuant to a resolution of the Council at its meeting held on 23 November 2010.

.....
Witness Luke Nicholls
General Manager

.....
(Print name of witness)

SIGNED for and on behalf of CANTERBURY CITY COUNCIL by Jim Montague, pursuant to a resolution of the Council at its meeting held on 23 September 2010.

.....
Witness Jim Montague, PSM
General Manager

.....
(Print name of witness)

Signed for and on behalf of the CITY OF SYDNEY Council by Monica Barone, pursuant to a resolution of the Council at its meeting held 18 October 2010:

.....

Witness

Monica Barone
Chief Executive Officer

.....
(Print name of witness)

SIGNED for and on behalf of HURSTVILLE CITY COUNCIL by Victor Lampe, pursuant to a resolution of the Council at its meeting held on 24 November 2010.

.....
Witness Victor Lampe
General Manager

.....
(Print name of witness)

SIGNED for and on behalf of MARRICKVILLE COUNCIL by Ken Gainger, pursuant to a resolution of the Council at its meeting held on 14 September 2010.

.....
Witness Ken Gainger
General Manager

.....
(Print name of witness)

SIGNED for and on behalf of ROCKDALE CITY COUNCIL by Chris Watson, pursuant to a resolution of the Council at its meeting held on 6 October 2010.

.....
Witness Chris Watson
General Manager

.....
(Print name of witness)

SIGNED for and on behalf of STRATHFIELD COUNCIL by David Backhouse, pursuant to a resolution of the Council at its meeting held on 24 August 2010.

.....

Witness

David Backhouse

General Manager

.....

(Print name of witness)

DATE: 3 May 2011