

STRATEGIC ALLIANCE
CO-OPERATION AND MANAGEMENT AGREEMENT

This deed made the twelfth day of June 2015 between the councils of

- 1. BLUE MOUNTAINS CITY COUNCIL of 2-6 Civic Place, Katoomba (Blue Mountains)**
- 2. HAWKESBURY CITY COUNCIL of 366 George Street, Windsor (Hawkesbury)**
- 3. PENRITH CITY COUNCIL of Civic Centre, 601 High Street, Penrith, NSW (Penrith)**

BACKGROUND

- A. The Councils have responsibilities under the Local Government Act 1993 with respect to the provision of effective, efficient and sustainably responsible goods, services and facilities to their local communities within their local government areas.
- B. The NSW State Government, through the Destination 2036 Project, initiated the review of the Local Government sector. This review was led by the Independent Local Government Review Panel (ILGRP) and its final report was delivered in October 2013 which highlighted the need to reform the local government sector to ensure that local government bodies were to remain relevant and financially viable. This body of work ultimately resulted in the introduction of the Fit for the Future (FFTF) reform package which aims to help councils take the next steps towards positive change to become a 'fit for the future council'. The purpose of the FFTF program is to assist councils assess, prepare and review and implement roadmaps to becoming a fit for the future council with respect to increased strategic capacity.
- C. The NSW State Government has introduced the "A Plan for Growing Sydney" (the "Plan"). In particular, there is a focus on subregional planning. Subregional planning will promote good planning principles and the efficient use of land and infrastructure. Better planning outcomes around major infrastructure projects will significantly benefit from improved coordination between local councils and State agencies.
- D. In response to the initiatives instigated by the NSW State Government, the Councils to this Agreement wish to co-operate in the **Regional Entity and Governance Model/Framework Strategy project** (the "Project") to enhance each Council's strategic capacity at a subregional level. This will be realised by delivering a report and action plan on the implementation of a future management structure in the context of a regional entity, a subregional governance model/framework and also for the delivery of sub-projects and programs in their local government areas and in their particular subregion. This co-operation will be manifested by way of this Regional Strategic Alliance.
- E. The Councils do not consider amalgamation initiatives as a way to increase strategic capacity and the ILGRP have also recommended that amalgamation initiatives are not required for the Blue Mountains, Hawkesbury or Penrith Councils. The NSW State Government also affirms and supports this view with respect to the Blue Mountains, Hawkesbury and Penrith Local Government Areas. Rather there are other models considered capable of achieving strategic capacity such as through a Regional Strategic Alliance that are effective, and that can yield benefits of economies of scale and scope whilst maintaining local democracy. The subregional groupings of councils suggest that an alliance between Blue Mountains, Hawkesbury and Penrith would be a relevant unit in this context and supports the proposed West Subregion grouping detailed in the NSW State Government's "A Plan for Growing Sydney". It should be noted that this regional strategic alliance will ensure that each Council still maintains its own identity, branding and autonomy.
- F. There is a shared interest in shaping the destiny of both the planning and the governance of each Council and the broader region. The Councils collectively confront the same big issues, and a Regional Strategic Alliance would assist in better dealing with these issues. Likewise, across the region each Council, when in co-operation with one another, has lots to offer and contribute to both the local area as well as to the broader subregion, with access to an economic hub, a food bowl and

natural and World Heritage environments. Taking advantage of the benefits that arise from each of these regional attributes and the Council's commonality with one another, would serve a good purpose to developing a strong Regional Strategic Alliance in the context of this Project.

- G. The Project's vision with the support of each Council is to implement the opportunities arising from a regional strategic alliance by way of investigating and/or initiating sub-projects and programs that align to the following Joint Service themes:
- Optimise State and Regional Planning
 - Strengthen regional advocacy and funding
 - Formalise and strengthen organisational effectiveness (Fit for the future)
 - Maximise opportunities and innovation (including exploring shared services)
 - Create regional advantage and relevance to industry, State and Commonwealth Government and even internationally
 - Consideration of governance structures
- H. The Councils wish to progress the Project, from the Commencement Date of this Agreement, in the manner contemplated by this Agreement and on the terms and conditions contained in this document.
- I. For that purpose the Councils have agreed to act jointly pursuant to section 355 of the Local Government Act 1993 and enter into a Regional Strategic Alliance to carry out the goals, strategies and initiatives of the Project and wish to record the terms of the Regional Strategic Alliance.
- J. The Councils agree to co-operate with each other during the term of this Agreement and to use their best endeavours to ensure that the Project achieves the objectives of progressing the formation of a Regional Entity and Governance model/framework in order to enhance each Council's local government areas and its broader subregion.
- K. The Agreement acknowledges that additional local government authorities may wish to become members of the Regional Strategic Alliance and additional State Government agencies may wish to assist in the implementation of the Project and/or the Regional Strategic Alliance during the Term.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

Words used in this document and the rules of interpretation that apply are set out and explained in this clause.

1.1 Interpretation

In this Agreement unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) reference to a person includes any other entity recognised by law and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) words implying one gender include every gender;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to any of the councils by the defined terms includes that councils' executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (l) reference to an item is a reference to an item in the schedule to this document;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

- (o) when a thing is required to be done or money required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. COMMENCEMENT

The Councils on and from the Commencement Date, form the Regional Strategic Alliance to conduct the Operations in accordance with, and subject to, the provisions of this Agreement.

3. TERM

- 3.1 The Regional Strategic Alliance established pursuant to this Agreement will continue in force for a period of 1 Year after the Commencement Date with an option to extend the Agreement for a further period of 1 year by unanimous vote of the Management Committee, in accordance with Clause 6.
- 3.2 Where the Agreement is to be extended under Clause 3.1, such renewal must occur not less than 3 months prior to the date on which the agreement would otherwise expire.
- 3.3 This Agreement will continue to operate after the expiry of the Term on the terms and conditions set out in this document until it is terminated in accordance with Clause 12.

4. SCOPE OF THE REGIONAL STRATEGIC ALLIANCE

- 4.1 Each Council must perform and participate in the Project by way of this Regional Strategic Alliance upon and subject to the provisions of this cooperation and management Agreement.
- 4.2 Each Council shall resolve to form a Joint Committee of Councils (hereinafter called the "Management Committee") under section 355 of the Local Government Act 1993 and delegate advisory functions to the Committee to provide advice to the Councils on pursuing a formal Regional Strategic Alliance to be explored in the Project.
- 4.3 Each Council must at any time during the continuance of this Agreement:
 - (a) take out and maintain adequate insurances including but not limited to insurances for public liability, directors, officers, workers' compensation, motor vehicles and equipment relating to this Project as per each Council's policy;
 - (b) perform, or procure the performance of, any action within its power or control necessary or desirable relating to the implementation of this Agreement, including casting any vote and causing any representative appointed or nominated to the Management Committee to implement this Agreement;

- (c) not unreasonably delay any action, consent or decision required by the Council under this Agreement; and
- (d) perform any action within its power and control necessary or desirable to achieve the performance level outlined in this Agreement.

5. INTERESTS AND IMPLEMENTATION

5.1 The Councils shall have equal share in the Regional Strategic Alliance.

5.2 In order to implement the goals, strategies and initiatives (including sub-projects and programs) of the Project, the Regional Strategic Alliance Working Group (hereinafter called the "Working Group") under the guidance and instruction of the Management Committee will undertake the following vested activities:

a) Carryout a Situational and Exploratory Analysis which will:

- Consider and identify the NSW State Government's current position on matters relating to the proposals put forward by the Independent Local Government Review Panel with respect to regional governance. This would include, but not limited to considering State Government plans such as the 'Fit for the Future' campaign and the 'A Plan for Growing Sydney' vision.
- Identify, engage and involve stakeholders in the Regional Strategic Alliance planning process and discern their expectations for a Regional Strategic Alliance entity.
- Benchmark current strategic approaches, services, systems, organisational structure and performance against industry best practice both within domestic and international jurisdictions.
- Explore and clearly define the potential areas of opportunity which could arise from a formal regional strategic entity taking into account each Council's circumstances and Strategic Plans.
- Investigate various sub-regional governance models from across different domestic and international jurisdictions for a Regional Entity and Governance model/framework. This is done with the purpose to ensuring that the allied Councils will be able to establish and sustain a prominent, robust and solid regional voice, by having access to regional resources and funding to continue delivering regional projects and advocacy programs at the conclusion of the Project.

b) Deliver a Final Report of Findings and Recommendations and a Strategy and an Action Plan, which will:

- Set out the methodologies used, findings and analysis and considerations to be appraised resulting from the exploratory analysis conducted.
- Set clear and coherent options and recommendations for the future direction of the Project, the governance model and framework and positioning for the establishment and implementation of a Regional Entity and Governance Model/Framework in specified alignment with each Council's Strategic Plans and relevant legislations.

- Set clear goals and objectives by way of an action plan which includes a timeframe and detailed actions to be undertaken to guide the work in further exploring the implementation methods and eventually implementing the preferred Regional Entity and Governance model/framework.
- c) Investigate and outline various potential sub-projects and programs that could be delivered regionally which fall under the Joint Service themes, which:
- have been nominated by each Council;
 - are of subregional significance; and
 - has been approved and funded by each Council or through the Project funding whichever is applicable.
- d) Perform any other activities at any time devolved by the Management Committee to the Working Group or the fulfilment of any other delegated functions at any time to the Working Group which is line with the Project's visions.
- 5.3 Notwithstanding Clause 5.2, the activities to be carried out and implemented under this Project may be amended from time to time with the appropriate notice.

6. MANAGEMENT COMMITTEE AND WORKING GROUP

- 6.1 Having regards to Schedule 4, a Management Committee will be established.
- 6.2 Each Council will be entitled to appoint to the Management Committee three representatives as voting members, being the Mayor and the Deputy Mayor – who held these positions at the time of executing this Agreement and that they continue to hold their appointment on the Management Committee for the duration of this Agreement – and the General Manager or his/her nominee.
- 6.3 Each Council may from time to time for any reason remove any member of the Management Committee appointed by it and appoint another person in such member's place.
- 6.4 Each Council must designate an alternate to the Management Committee should an appointed Member be absent from a meeting of the Management Committee. In the case of the Mayor or Deputy Mayor being absent the Council will appoint a Councillor Alternate and in the case of the General Manager or his/her nominee being absent the General Manager will appoint a Staff Alternate.
- 6.5 Appointment and removal of members and alternate members of the Management Committee by a Council will be by written notice to the Management Committee.
- 6.6 At meetings of the Management Committee, the representatives of the Councils may be accompanied by such advisors as they consider necessary.
- 6.7 All costs in connection with attendance of a Council's representative or advisors at meetings of the Management Committee are the responsibility of that Council.
- 6.8 In relation to the functions of the Management Committee the following provisions will apply:

- (a) The Management Committee may regulate its own procedure if not dealt with by this Agreement.
 - (b) A quorum at a meeting of the Management Committee will consist of at least one member from each of the Councils and at least half of all representatives of the Councils, plus one. If no quorum is present at the time and place of any meeting such meeting will automatically be adjourned to convene at the same place 14 days from the original time of such meeting.
 - (c) The Management Committee will meet, adjourn and regulate its meetings as it thinks fit and unless otherwise unanimously agreed will meet at least bimonthly at the time and address determined by the Committee. The Management Committee can also hold as and when required additional meetings.
 - (d) The representative of any Council may at any time by not less than 7 days notice in writing to the other Councils convene a meeting of the Management Committee.
 - (e) An agenda of each meeting of the Management Committee will be provided to each Council within such time as the Management Committee determines. It will not be necessary to prepare and forward an agenda for any adjourned meeting under Clause 6.8(b).
 - (f) Each member of the Management Committee will have one vote only at a meeting of the Management Committee.
 - (g) A representative must ensure that he or she has full power and authority to bind the Council that appointed him/her in all matters properly decided at Management Committee meetings.
 - (h) The Chairperson will be elected by the Management Committee at the first meeting after the Commencement Date.
 - (i) The Chairperson of the Management Committee will not have a casting vote in the event of an equality of votes. A proposal must receive a majority of votes to be resolved by the Management Committee.
- 6.9 Records of all decisions made at each meeting of the Management Committee and copies thereof will be distributed to each Council as soon as practicable following each meeting.
- 6.10 Decisions of the Management Committee, upon matters listed in Schedule 2 will be determined by unanimous vote.
- 6.11 The Councils must comply with all relevant requirements of New South Wales law. The legislative framework for the Project at the date of the Agreement is set out in Schedule 3 and may be amended from time to time.
- 6.12 The role of the Management Committee is to:
- (a) review and provide advice to the Councils on future management and governance structures for a regional entity;
 - (b) prepare a Program for the Project;

- (c) monitor the implementation of the Program; and
 - (d) report to the Councils at least quarterly on the Project including its Program.
- 6.13 Having regards to Schedule 4, a Working Group will be established and the role of this Working Group is to undertake the tasks delegated to it by the Management Committee including but not limited to those detailed in Clause 5.
- 6.14 The Working Group shall be comprised of Senior Managers from each of the Councils as approved by the Management Committee and in accordance with the Project Organisation Structure shown in Schedule 4.
- 6.15 The Working Group may convene and engage a Project Team as it sees fit for the purpose of coordinating, implementing and delivering the deliverables of any sub-projects and programs that the Working Group has been tasked to deliver.
- 6.16 The Working Group is accountable to the Management Committee and is to report to the Management Committee on a regular basis as determined by the Management Committee.

7. ALLIANCE CAPITAL AND COSTS

- 7.1 In order for the Project to be delivered, a project fund will need to be established. This project fund will provide the monetary means to implement this Agreement and to deliver the deliverables of the Project.
- 7.2 The Councils through the Management Committee arrangement shall in the first instance continue to seek project funding for the Project from the NSW State Government.
- 7.3 Notwithstanding Clause 7.2, each Council undertakes to provide a certain amount of project funding towards this Project as outlined in Schedule 1 for the purpose of ensuring that the Project costs are shared equally between each Council.
- 7.4 Each Council agrees to share the costs of this Project and in maintaining this Agreement by way of contributing to a project fund in accordance with calculations as outlined in Schedule 1.

8. PROGRAMS AND BUDGETS

- 8.1 The Management Committee shall develop a program and a budget (if required) which shall be provided to each Council for consideration and approval.

9. ACCOUNTING

- 9.1 If the Management Committee receives any funds by way of contribution from the Councils or from any third party then the following shall apply:
- (a) The Management Committee will maintain, or cause to be maintained, fully up to date Regional Strategic Alliance Accounts.
 - (b) The books of account and other records prepared in relation to the Regional Strategic Alliance Accounts will be open at all reasonable times for inspection by any Council or its duly authorised agent, who may make copies thereof.

- (c) All transactions relating to the management of the Operations will be made through the Management Committee's Account which will be opened in the name of the Management Committee and operated on such terms as are provided in this Agreement and otherwise as the Management Committee may from time to time determine.
- (d) The Management Committee will maintain the Management Committee's Account so that all transactions may be separately identified from the other activities of the Management Committee.
- (e) The Management Committee will maintain up to date accounts and other records in respect of the Management Committee's Account.
- (f) The Management Committee must provide access to the records in respect of the Management Committee's Account to the Councils if reasonably requested to do so by the Councils.
- (g) All costs, expenses and liabilities incurred or accrued and all credits received by the Management Committee in the management of the Operations will be calculated and recorded by the Management Committee in the Regional Strategic Alliance Accounts in accordance with the programs, policies, procedures and instructions approved by the Management Committee from time to time.
- (h) Nothing in this Agreement overrides any obligation of the Management Committee to comply with any relevant accounting standards or requirements otherwise applicable to the Management Committee.

10. TAXES

- 10.1 All taxes (if any) required to be paid by each Council to this Agreement arising out of or in connection with this Agreement will be for the account of each such Council.
- 10.2 Subject to Clause 10.3, if any payment made by one Council to any other Council under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.
- 10.3 Each Council must be reimbursed for any GST paid by one Council to any other Council under or relating to this document.

11. CONFIDENTIALITY

All information obtained as a result of the Councils being parties to the Regional Strategic Alliance, whether it be related to the Operations or not, will be made available to all members of the Management Committee and will be retained in strict confidence and not be disclosed to any other person except as may be required by law, without the mutual written consent of the Management Committee.

12. TERMINATION

- 12.1 This Agreement shall expire on a date not inconsistent with the Term described in Clause 3.
- 12.2 This Agreement may only be terminated prior to the expiry of the Term by the Councils by unanimous agreement in writing.

13. PARTITION

Where applicable each of the Councils:

- a) waives its right to bring any action for partition of its Interest in all or any of the Alliance Assets; and
- b) each does hereby covenant with the other that during the existence of this Agreement it will not at any time resort to any action at law or in equity to partition real or personal property that is held on behalf of the Council pursuant to this Regional Strategic Alliance.

14. ADMISSIONS OF NEW COUNCILS TO THE REGIONAL STRATEGIC ALLIANCE

- 14.1 Additional Council or Councils (New Council) may be added to this Agreement by unanimous vote to do so by the Management Committee.
- 14.2 Where a New Council is added to this Agreement:
- (a) the New Council will sign an undertaking in favour of the existing Councils agreeing to be bound by the terms of this Agreement.

15. DISPUTE RESOLUTION

15.1 Dispute

This provision applies to any dispute arising between the Councils in relation to:

- (a) this Agreement or its interpretation;
- (b) any right or liability of any council under this Agreement; or
- (c) the performance of any action by any council under or arising out of this Agreement, whether prior or after its termination.

15.2 Dispute negotiation

- (a) A Council must not refer a dispute to arbitration under this Agreement, unless that Council has complied with this provision.
- (b) A Council claiming that a dispute has arisen must notify the other Councils in writing specifying details of the dispute.

- (c) Each Council must refer a dispute to their respective General Manager for consideration and use its best efforts to resolve the dispute through negotiation within 10 business days following the dispute notification or longer period agreed between the Councils.
- (d) Each Council must advise the Management Committee of the dispute.
- (e) Each Council must following reference to its General Manager, use its best efforts to resolve the dispute by agreement or through an agreed mediation procedure.
- (f) A Council in compliance with this provision may terminate the dispute resolution process by notice to the other Councils at any time after 10 business days following reference of the dispute to the General Manager or Chief Executive as the case may be should the dispute not be resolved within timeframes described in Clause 15.2(c)

15.3 Urgent Relief

A Council may at any time apply to a court of competent jurisdiction for any equitable or other remedy for reasons of urgency, despite anything contained in this provision.

15.4 Continued Performance

Any Council must continue to perform any liability of that council in compliance with this Agreement relating to any issue in dispute, despite and during any dispute negotiation being conducted under this provision.

16. ASSIGNMENT

No Council will sell, transfer, assign, licence, franchise or otherwise part with possession, or mortgage, charge or otherwise encumber any right or obligation under this Agreement.

17. NOTICES

17.1 Any notice, approval, request, demand or other communication (notice) to be given for the purpose of this Agreement will be given in writing and will be served personally or sent by ordinary or registered mail (airmail if overseas) or by email as notified in Schedule 1, or such other address as that Council may in writing notify the other Councils.

17.2 A notice given:

- (a) personally will be served upon delivery and signed acknowledgement of receipt;
- (b) by registered mail (other than overseas airmail) will be served 3 business days after posting;
- (c) by facsimile transmission will be served upon receipt of a transmission report by the machine from which the facsimile was sent indicating that the facsimile had been sent in the entirety to the facsimile specified in Schedule 1 or such

other number as may have been notified by the receiving council to the other council and if the facsimile has not been completely transmitted by 5.00 pm (determined by reference to the time of day at the recipient's address) it will be deemed to have been served on the next business day; any notice which, according to the above clause, has been served on a Saturday, Sunday or public holiday will be served on the first business day (determined by reference to the recipient's address) after such day;

- (d) a notice may be given by an authorised officer, Employee or agent of the council giving the notice.

18. GOVERNING LAW AND JURISDICTION

- (a) This document is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this Agreement against any Council or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each Council by execution of this Agreement irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision relation to both itself and its property.

19. AMENDMENTS

Any amendment to this document has no force or effect, unless effected by a document executed by the Councils.

20. THIRD PARTIES

This Agreement confers rights only upon a person expressed to be a Council to this Agreement, and not upon any other person.

21. FURTHER ASSURANCE

Each Council will sign, execute and complete all such further documents as may be necessary to effect, perfect or complete the provisions of this Agreement and the transactions to which it relates.

22. CONTINUING PERFORMANCE

- (a) The provisions of this document do not merge with any action performed or document executed by any Council for the purposes of performance of this Agreement.
- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this Agreement.

- (c) Any indemnity agreed by any Council under this Agreement:
 - (i) constitutes a liability of that Council separate and independent from any other liability of that Council under this Agreement or any other agreement; and
 - (ii) survives and continues after performance of this Agreement.

23. WAIVERS

The failure or omission of a Council at any time to:

- (a) enforce or require the strict observation of or compliance with any provision of this Agreement; or
- (b) exercise any election or discretion under this Agreement,

will not operate as a waiver of them or of the rights of a Council, whether express or implied, arising under this Agreement.

24. REMEDIES

The rights of a Council under this Agreement are cumulative and not exclusive of any rights provided by law.

25. SEVERABILITY

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

26. CUMULATIVE RIGHTS

The rights or remedies conferred on any Council by this Agreement are in addition to all rights and remedies of that Council at law or in equity.

27. COUNTERPARTS

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

SCHEDULE 1

Item 1 Project

To enhance each Council's strategic capacity at a subregional level. This will be realised by delivering a report and action plan on the implementation of a future management structure in the context of a regional entity, a subregional governance model/framework and also for the investigation of sub-projects and programs that could be delivered in their local government areas and in their particular subregion.

Item 2 Contact Details

Blue Mountains City Council

2 – 6 Civic Place
Katoomba NSW 2780
Postal Address
Locked Bag 1005
Katoomba NSW 2780
Fax
(02) 4780 5555
Phone
Lower Mountains (02) 4723 5000
Upper Mountains (02) 4780 5000
Email
council@bmcc.nsw.gov.au

Hawkesbury City Council

366 George Street
Windsor NSW 2756
Postal Address
PO Box 146
Windsor NSW 2756
DX 8601 Windsor
Fax
(02) 4587 7740
Phone
(02) 4560 4444
Email
council@hawkesbury.nsw.gov.au

Penrith City Council

601 High Street
Penrith NSW 2750
Postal Address
PO Box 60
Penrith NSW 2751
Fax
(02) 4732 7958
Phone
(02) 4732 7777
Email
council@penrithcity.nsw.gov.au

Item 3

- a) Project funding contributions Up to \$40,000 from each Council.

Item 4

Date of Commencement

12 June 2015

SCHEDULE 2
MATTERS REQUIRING UNANIMOUS DECISION
OF THE MANAGEMENT COMMITTEE

1. Approval of any Program.
2. The entering into of any contract where the value of the commitment exceeds \$10,000.
3. The abandonment or addition to any Operations of the Regional Strategic Alliance.
4. The acquisition or disposal of any asset whose value exceeds \$10,000
5. Any decision to renew the Agreement for a year pursuant to Clause 3.
6. Terms of any release to the media regarding the Project.
7. Any decision pursuant to Clause 7 to call for contributions from the Councils to meet the Project and Regional Strategic Alliance Costs.
8. The addition of a new council to this Agreement.

SCHEDULE 3

LEGISLATIVE FRAMEWORK FOR THE PROJECT

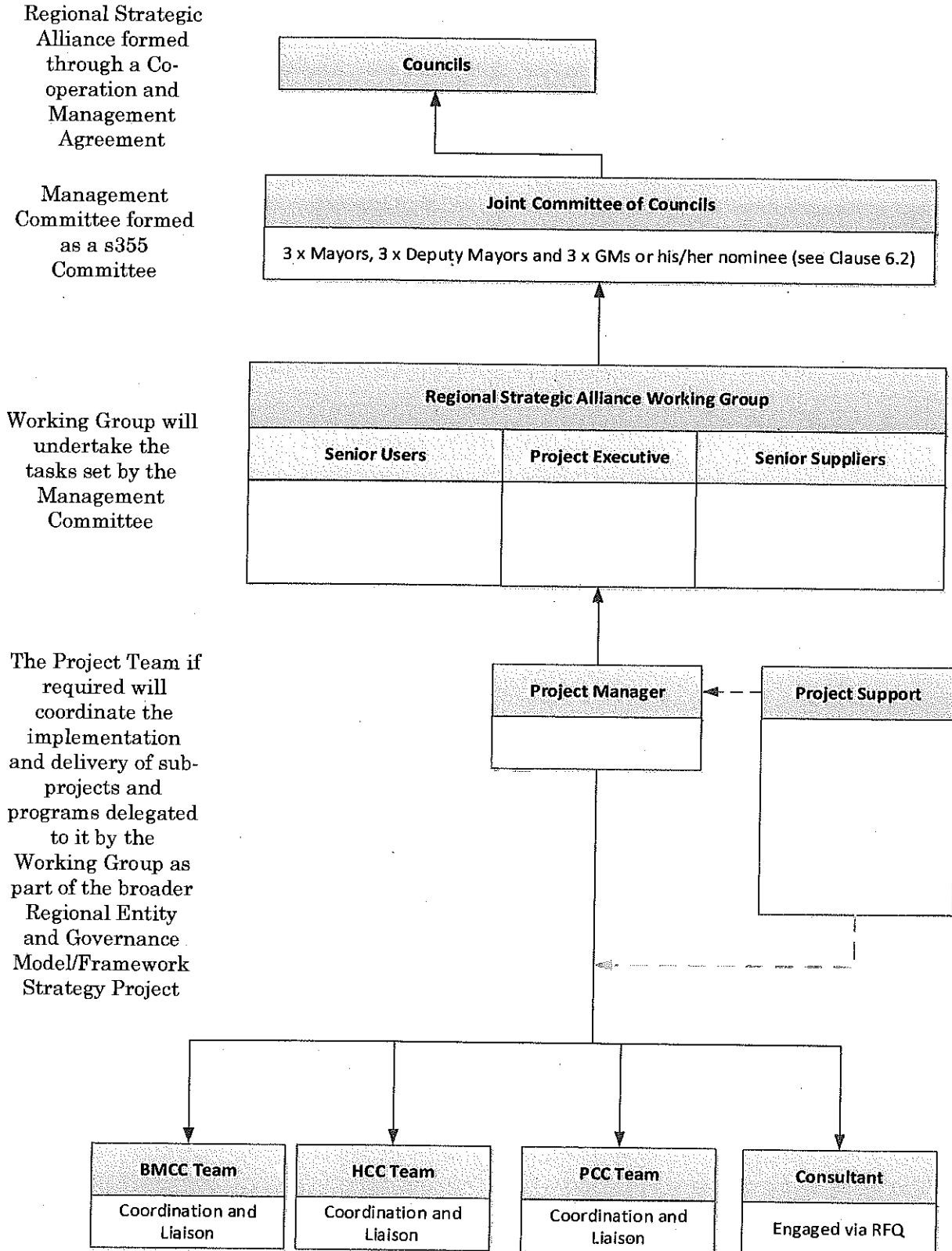
Section 355 of the Local Government Act 1993 permits the Councils to exercise their functions jointly with other persons or with other councils, or by a delegate.

Section 377 of the Local Government Act 1993 permits the Councils by resolution, to delegate to the General Manager or any other person or body (not including another employee of the council) any of the functions of the Councils, other than the functions specifically excluded by that section.

Functions delegated by the Councils to the general manager or any other person or body (not including another employee of the council) to the General Manager or those Employees under s. 49(10) of the Interpretation Act 1987.

SCHEDULE 4


PROJECT ORGANISATION STRUCTURE




EXECUTED as an agreement.

**Executed on behalf of THE COUNCIL
OF THE CITY OF BLUE MOUNTAINS**

by a duly authorised officer in the presence of:



Authorised Officer
Robert Greenwood (General Manager)



Witness

**Executed on behalf of THE COUNCIL
OF THE CITY OF HAWKESBURY** by a
duly authorised officer in the presence of:




Authorised Officer
Peter Jackson (General Manager)




Witness

**Executed on behalf of THE COUNCIL
OF THE CITY OF PENRITH** by a duly
authorised officer in the presence of:



Authorised Officer
Alan Stoneham (General Manager)



Witness