

LG Common Services Joint Venture Update

August 2016

Summary of Recent Common Services Activity

1410 hours of Common Services were exchanged between Councils during August 2016, which is an increase of 5% when compared to hours exchanged last month (July '16). Hours exchanged in August were well above the three month average of 1263 hours per month.

Fig 1 - Common Service Exchange Hours in Recent Months

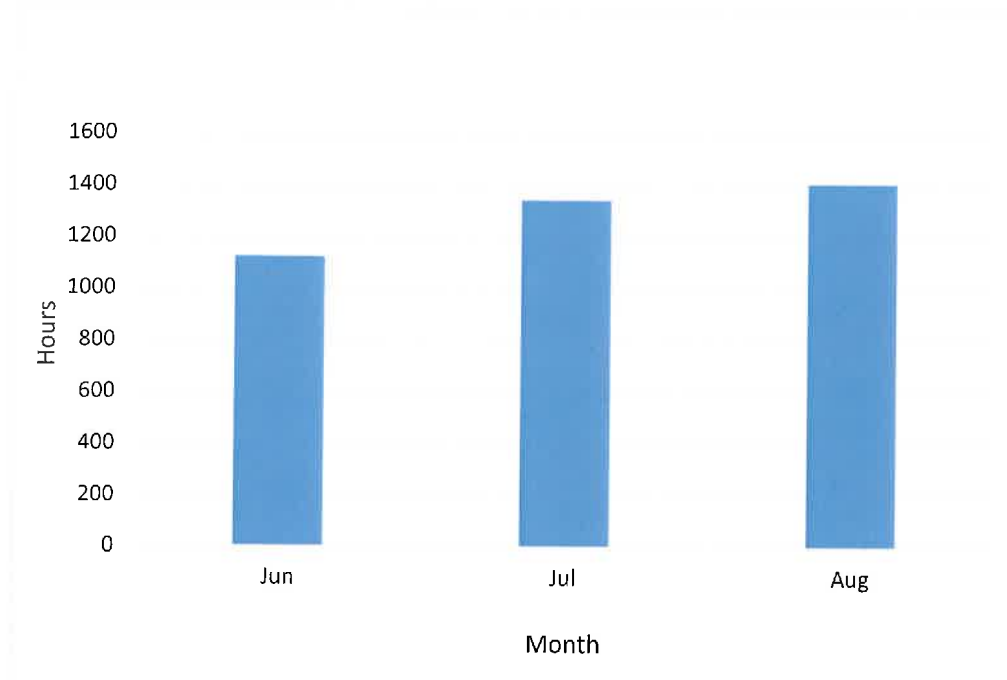
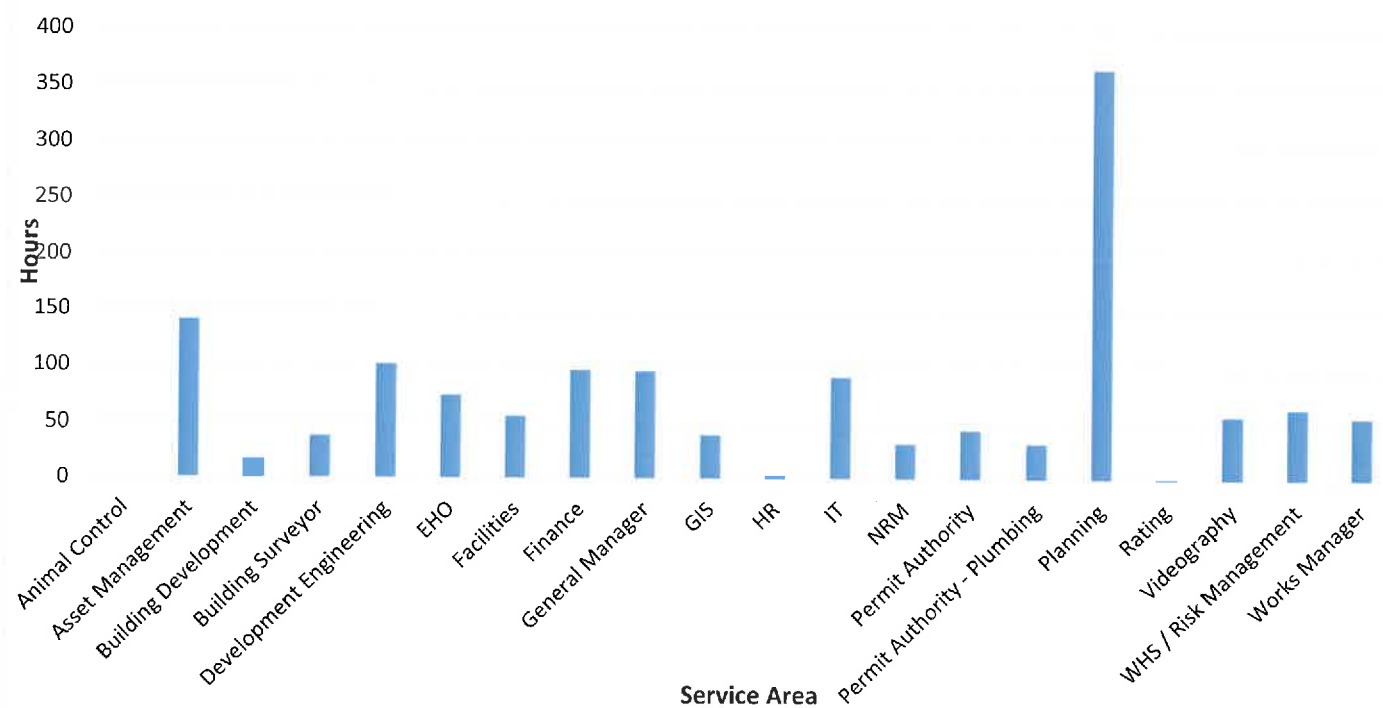


Fig 2 - Details of Current Exchange of Services by Council during August 2016

Provider Council	Client Organisation									
	Brighton	Central Highlands	Derwent Valley	Flinders	GSB	Palmerston	Sorell	Southern Midlands	Tasman	West Coast
Brighton		2	131	18	290		15	49	196	17
Central Highlands										
Glenorchy										
Huon Valley										
Litchfield						30				
Palmerston	57									
Sorell	71				58				204	
Southern Midlands	16	39	40		16		16		16	
Tasman							128			

* Council not currently a member of the Common Services Joint Venture Agreement

Fig 3 - Details of Current Exchange of Services by Service Category during August 2016



Savings to Local Government

A total of 1410 hours of Common Services were exchanged between Councils last month. Analysis of Common Services provision has indicated that both the Provider Council and the Client Council save money through the exchange of Common Services at an approximate ratio of 50%.

Due to this, it is estimated that the provision of Common Services between Councils saved participating Councils and Local Government as a whole \$107,700 for the month of August. This was a result of increasing the utilisation of current Council Staff at Councils providing services and from Client Councils utilising common services from within Local Government as opposed to external consultants (on average LG Common Services rates can be procured at significant discount to external consultant fees).

Progress of the Joint Venture

- The Common Services Joint Venture Agreement has been reviewed. The formal adoption of the amended Agreement will be complete before the end of September.
- CSJV representatives are currently in talks with additional Northern Territory councils to recruit greater membership in the NT. It is hoped, and indeed probable, that an additional NT will join the CSJV by the end of the calendar year.
- City of Palmerston are currently providing services to the Brighton Council in the area of video production. Captured video and images of the municipality will be used to produce promotional material for the region.
- A combined tender for debt collection involving six CSJV councils will be advertised through the Glenorchy City Council's Tendlink site on the 20th of September.
- The development of a Long Term Strategy for the CSJV will be workshopped later in 2016 – the date is yet to be confirmed



ABETZ CURTIS
LAWYERS

COMMON SERVICES AGREEMENT

SORELL COUNCIL

(ABN 12 690 767 695)

(Council 1)

AND

BRIGHTON COUNCIL

(ABN 12 505 460 421)

(Council 2)

AND

SOUTHERN MIDLANDS COUNCIL

(ABN 68 653 459 589)

(Council 3)

AND

TASMAN COUNCIL

(ABN 63 590 070 717)

(Council 4)

AND

HUON VALLEY COUNCIL

(ABN 77 602 207 026)

(Council 5)

AND

CENTRAL HIGHLANDS COUNCIL

(ABN 30 472 494 899)

(Council 6)

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COMMON SERVICES AGREEMENT

Date: the 1st day of April 2015

Parties:

Name: **SORELL COUNCIL (ABN 12 690 767 695)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 1**

Notice Details: 47 Cole Street,
Sorell TAS 7172

Contact: General Manager

Name: **BRIGHTON COUNCIL (ABN 12 505 460 421)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 2**

Notice Details: 1 Tivoli Road,
Old Beach TAS 7030

Contact: General Manager

Name: **SOUTHERN MIDLANDS COUNCIL (ABN 68 653 459 589)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 3**

Notice Details: 71 High Street,
Oatlands TAS 7120

Contact: General Manager

Name: **TASMAN COUNCIL (ABN 63 590 070 717)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 4**

Notice Details: 1713 Main Road,
Nubeena TAS 7184

Contact: General Manager

Name: **HUON VALLEY COUNCIL (ABN 77 602 207 026)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 5**

Notice Details: 40 Main Street
Huonville TAS 7109

Contact: General Manager

Name: **CENTRAL HIGHLANDS COUNCIL (ABN 30 472 494 899)**, a municipal council established pursuant to the *Local Government Act 1993* (Tas)

Short Form Name: **Council 6**

Notice Details: 6 Tarleton Street
Hamilton TAS 7140

Contact: General Manager

BACKGROUND:

- A. The Councils have, for some time, identified the benefits to be derived by providing personnel and services to each other on commercial terms.
- B. The benefits include but are not limited to:
- (a) enabling access to skills and expertise where Councils are not able to economically engage people in full-time roles in order to access those skills and expertise;
 - (b) enabling Councils to fully deploy their existing human resources and generate revenue from them;
 - (c) securing enhanced economic outcomes and the best possible cost-efficiencies by recruiting and retaining personnel who are core to service delivery and/or personnel who offer the opportunity for revenue generation to support their role;
 - (d) establishing a coordinated cross-Council approach to future recruitment needs to avoid duplication; and
 - (e) providing opportunities for Councils to secure commercial returns on their investment in the development of systems, services, programs and methods which are designed to enhance operational efficiencies, by making these items available to other Councils.
- C. The arrangements referred to in paragraphs A and B have previously been undertaken on an *ad hoc* basis. The parties to this Agreement wish to establish a more formal arrangement for the provision of the Services so that:
- (a) a party may not otherwise have access to the expertise, skills or commitment required to secure those Services by other means can do so on agreed terms;
 - (b) the party providing those Services can secure enhanced cost-effectiveness by securing payment for the provision of the Services;
 - (c) there is a more formal basis on which to act cooperatively to achieve cost-efficiencies through the sharing of personnel, skills, knowledge, systems, programs, and, where appropriate, generating revenue for the provision of them.
- D. The parties have entered into this Agreement to set out the terms and conditions on which the Services will be provided.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the contrary intention appears:

Agreement means this shared services agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in Tasmania.

Chairman means the chairman of the Committee, being an independent person appointed by the Committee from time to time.

Chief Administrator means the person in charge of the administration and coordination of provision of Services as appointed by the Committee from time to time.

Client has the meaning given in clause 5.1(a) of this Agreement.

Commencement Date means the 1st day of April 2015.

Committee means the initial committee as named in Schedule Three and such other members as are appointed pursuant to the terms of this Agreement.

Committee Member has the meaning given in clause 4.2 of this Agreement.

Confidential Information means information that is by its nature confidential or, when it is received, is marked as confidential in nature, but does not include information which:

- (a) is or becomes public knowledge other than by:
 - (i) breach of this Agreement; or
 - (ii) any other unlawful means;
- (b) is in a party's possession without restriction in relation to disclosure before the date of receipt from the other;
- (c) has been independently developed or acquired by the party receiving or obtaining it; or
- (d) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings;

Deed of Accession means the deed in Annexure C.

Employee means a person who is:

- (a) employed by a party; or
- (b) engaged by a party as an independent contractor,

and can provide Services listed in Annexure A, including such other persons appointed by the parties or the Committee from time to time.

Fee means the Fee charged for the provision of each Service set out in Schedule One (Long Term Work) and Schedule Two (Intermittent Work).

Intellectual Property Rights includes copyright, except for copyright in "artistic works" as that expression is defined in the *Copyright Act 1968* (Cth), rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights.

Intermittent Work means irregular, once-off or intermittent provision of a particular Service by a Provider to a Client.

Long Term Work means the regular, ongoing provision of a particular Service by a Provider to a Client.

Manager means the manager of the Services scheme as appointed by the Committee from time to time.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of this Agreement.

Provider has the meaning given in clause 5.1(a) of this Agreement.

Review Date means the date 1 year after the Commencement Date.

Services means the services listed in Annexure A.

Sinking Fund means the fund established to cover the initial administration and establishment costs of the Committee and the Services arrangements under this Agreement.

Whole of Model Costs has the meaning given in clause 4.7 of this Agreement.

1.2. Interpretation

The following rules apply to the interpretation of this Agreement unless the context requires otherwise.

- (a) the singular includes the plural, and the converse also applies;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement;
- (d) a reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives); and
- (e) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

2. INTENT AND OBJECTIVES

2.1 Statement of Intent

The intention of the parties to this Agreement is to document the basis on which the Services are to be provided and the infrastructure to support the objectives of this Agreement.

2.2 Objectives

The objectives of this Agreement are:

- (a) to develop a cooperative relationship between the parties;
- (b) to enable parties to have ready and cost-effective access to the kinds of expertise and skills contained within the Services;
- (c) to establish the Committee to facilitate and coordinate the provision of Services;
- (d) to set up a single, easily referable document detailing:
 - (i) the responsibilities of all parties in both the provision of and use of the Services;
 - (ii) the administration of the Committee; and
 - (iii) the fees for the provision of Services.

3. TERM

3.1 Term

This Agreement commences on the Commencement Date and will continue, subject to clause 3.3, until the Review Date.

3.2 Becoming a Party to this Agreement

- (a) If a Council who is not a party to this Agreement wishes to become a party, that Council must sign the Deed of Accession agreeing to be bound by the terms and conditions in this Agreement.
- (b) A Council shall be bound by this Agreement on and from the date of the Deed of Accession.
- (c) Upon becoming a party to this Agreement, the relevant Council must nominate a Committee Member and provide an initial contribution to the Whole of Model Costs which the Committee may nominate in writing (such contribution must be reasonable in the circumstances, having regard to the resources on the joining Council).

3.3 Extension of Term

- (a) The expectation of the parties is that the period from the Commencement Date to the Review Date is the initial period of this Agreement, and that this Agreement will continue beyond that date, subject to the terms of this clause 3.3.
- (b) No earlier than nine (9) months and no later than six (6) months before the Review Date, a party may notify the other parties in writing if they wish to no longer be bound by this Agreement on and from the Review Date.
- (c) All remaining parties who wish to be bound by the Agreement following the Review Date will use their best endeavours to agree on the terms and conditions of the extension of this Agreement.
- (d) Unless any material issues arise, the intention of the parties is that this Agreement shall continue on and from the Review Date on the current terms of this Agreement, save and except for:
 - (i) any possible variation of Services and/or Fees to be agreed by the parties; and
 - (ii) the Review Date being amended to such a date as the parties agree shall be the next Review Date.

Such variations shall be in writing and signed by all the parties (excluding the parties who no longer wish to be bound pursuant to clause 3.3(b)).

3.4 Ceasing to be bound by this Agreement

- (a) Notwithstanding clause 3.3, if a party no longer wishes to be bound by this Agreement, that party ("**Exiting Party**") must provide six (6) months' notice to the other parties in writing.
- (b) Upon providing notice under clause 3.4(a):
 - (i) the Committee Member and (if applicable) the Chairman, the Manager and the Chief Administrator must resign from the Committee and, if required, a replacement Chairman, Manager and/or Chief Administrator is to be appointed by the Committee; and
 - (ii) any outstanding invoices issued to the Exiting Party are due and payable immediately; and
 - (iii) the Exiting Party shall be liable for its proportion of Whole of Model Costs due and payable in the next payment period.

4. COMMITTEE

4.1 Establishment of Committee

The Committee shall be established on and from the Commencement Date.

4.2 Composition of Committee

The Committee shall comprise of:

- (a) a representative appointed by each party ("**Committee Member**");
- (b) a Chairman;
- (c) a Manager; and
- (d) a Chief Administrator.

The parties acknowledge and agree that the Committee, Chairman, Manager and Chief Administrator as at the Commencement Date is comprised of those persons listed in Schedule 3.

4.3 Change in Committee Members

At any time, a party may, by notice in writing to the Committee, remove their representative Committee Member and appoint a replacement Committee Member.

4.4 Obligations of Committee

The Committee is responsible for:

- (a) the administration of this Agreement and the coordination of Services;
- (b) reviewing the Services and Fees; and
- (c) subject to the provision in this Agreement, establishing additional rules surrounding the administration processes for delivering the Services.

The Committee must meet at least once per calendar month to review and discuss the administration of the Agreement and the coordination of Services.

4.5 Obligations of the Manager and Chief Administrator

The Manager and the Chief Administrator are responsible for:

- (a) provide regular reporting to the Committee;
- (b) meet response times associated with the priority assigned to issues;
- (c) providing reports to the parties in relation to the Services and this Agreement; and
- (d) administration and collection of the Sinking Fund and the Whole of Model Costs.

4.6 Costs of Setting Up Services Arrangement

- (a) The parties shall each contribute an initial contribution to the Sinking Fund in accordance with Annexure B.
- (b) Costs incurred by the Committee in the initial set up of the provision of Services arrangements pursuant to this Agreement shall be paid from the Sinking Fund.

4.7 Ongoing Costs of Services Arrangement

The costs for the ongoing administration and coordination of the Services ("**Whole of Model Costs**") shall be payable as follows:

- (a) The Whole of Model Costs per annum shall be divided into two (2) equal parts ("**Parts**");
- (b) One (1) Part shall be divided between the Providers in proportion to the total hours of Services that Provider has provided in that year; and

- (c) One (1) Part shall be divided between the Clients in proportion to the total hours of Services that Client has received in that year.

Each Provider and Client must pay their proportion of the Whole of Model Costs in accordance with the terms set out in the invoice for payment issued by the Committee.

4.8 Chairman, Manager and Chief Administrator

- (a) The Committee shall appoint:
 - (i) a Chairman to chair Committee meetings;
 - (ii) a Manager to oversee the Services scheme; and
 - (iii) a Chief Administrator to manage the administration and coordination of the Services in writing from time to time.

Such persons shall be in addition to the Committee Members for each of the parties unless otherwise agreed by the parties in writing.

- (b) The parties shall ensure that their Committee Members agree to appoint the Chairman, Manager and Chief Administrator named in Schedule 3 as the initial Chairman, Manager and Chief Administrator.
- (c) The Committee may remove a Chairman, Manager or Chief Administrator and appoint a replacement Chairman, Manager or Chief Administrator from time to time by absolute majority.
- (d) The Committee shall determine the detailed role description and responsibilities and payment arrangements for the Chairman, Manager or Chief Administrator by absolute majority.

5. SERVICES

5.1 Provision of Services

The Services shall be provided as follows:

- (a) A party ("**Client**") shall contact another party ("**Provider**") who has an Employee which meets their needs, noting their preferred Employee and the estimated hours and details of work required from the Employee.
- (b) The Provider shall advise the Client as to the availability of the requested Employee.
 - (i) **If the Employee is available** – the Provider and the Client shall draw up and sign the terms of engagement for that Employee, including the relevant Fee for the required Services.
 - (ii) **If the Employee is unavailable** – the Provider and the Client may:
 - (A) agree on an alternative Employee of the Provider which meets the Client's need, such terms of engagement to be negotiated pursuant to clause 5.1(b)(i); or
 - (B) the Client may contact other Providers with an Employee which meets their needs.

5.2 Fees for Services

- (a) The Fees for Services shall be charged as follows:
 - (i) for Long Term Work – the Fees in Schedule 1 attributable to the expertise of the engaged Employee; and
 - (ii) for Intermittent Work – the Fees in Schedule 2.

- (b) The Provider shall invoice the applicable Fee to the Client directly.
- (c) The Client shall pay the invoice in accordance with the payment terms set out in the invoice.

6. RESPONSIBILITIES AND RISK

6.1 Provider Responsibilities

In terms of this Agreement, the Providers will undertake to:

- (a) provide the Services as defined in this Agreement;
- (b) meet the requirements of this Agreement;
- (c) respond to requests (including escalation requests) in a timely and professional manner;
- (d) meet response times associated with the priority assigned to issues;
- (e) retain records and provide access to those records;
- (f) ensure the availability of a representative as required;
- (g) ensure that agreements entered into with other parties for the provision of Services pursuant to clause 5.1 that involve providing Employees contain provisions regarding the Employee's entitlements, insurances, workers' compensation and other entitlements and risks for the duration of the Services they provide; and
- (h) ensure service agreements exist for third party support contracts that impact Service levels.

6.2 Client Responsibilities

In terms of this Agreement, the Clients will undertake to:

- (a) make available Client representatives as required;
- (b) provide feedback on the quality and timeliness of Service delivery;
- (c) provide all reasonable assistance to Providers engaged to provide the Services requested by the Client; and
- (d) ensure relevant staff are aware of and are compliant with this Agreement.

6.3 Data Management

Each party acknowledges and agrees that will have access to information, reports, data and other relevant documents ("Data") relating to one or more of the other parties stemming from the provision of Services, and each party will use its best endeavours to protect the confidentiality and privacy of such Data.

6.4 Information Security Management

Each party acknowledges and agrees that they will implement and maintain policies, standards, guidelines and control mechanisms to protect and secure information and Data it receives through the provision or receipt of Services.

6.5 Third Party Arrangements

- (a) If any of the Services requires third parties to be engaged, the parties shall negotiate together with the relevant third party provider to set the terms of engagement.
- (b) Each party shall enter into a separate agreement with any required third party provider which shall be on the same terms and conditions negotiated with that third party pursuant to clause 6.5(a).

- (c) For the avoidance of doubt, for each third party provider engaged, each of the relevant parties shall have agreements on the same terms and conditions as the other parties.

7. MONITORING AND REVIEW OF SERVICES

7.1 Quality of Services

- (a) The quality of Services delivered under this Agreement will be formally monitored and reviewed annually by the Committee to provide a basis for quality control.
- (b) Any:
 - (i) deficiencies identified between the expected Services and those delivered; or
 - (ii) concerns regarding the quality of Services,shall be addressed in accordance with clause 8.

7.2 Continuous Improvement

The intent of the Provider is to provide a Service subject to continuous improvement processes, incorporating feedback from the Client directly or received from the Committee via its reporting. The parties will actively seek opportunities to enhance the delivery of Services to ensure that the Client receives the optimum Service available, having regard to the nature of the Service and the Employee requested.

7.3 Review of Services and Agreement

- (a) The Committee will review this Agreement and the Services on each anniversary of the Commencement Date, on the Review Date, and at such other times as the Committee may unanimously agree in writing.
- (b) Reviews may include:
 - (i) effectiveness and accuracy of this Agreement to the needs of the parties;
 - (ii) appropriateness of reporting;
 - (iii) quality of Services being delivered;
 - (iv) feedback from Clients on Services received;
 - (v) outcomes of resolution of Complaints and other issues with Services;
 - (vi) clarify or change responsibilities under this Agreement;
 - (vii) addition or removal of certain Services; and
 - (viii) such other aspects of the Services or the Agreement which the Committee deems necessary.
- (c) The parties agree to provide all reasonable assistance to the Committee to assist in the conduct of a review of the Services or this Agreement, including but not limited to providing access to a party's records or premises from which the Services are provided.
- (d) The Committee will, in conducting a review, use its best endeavours to cause minimal interruption to the parties in the provision or receipt of Services or conduct of their other Council business.
- (e) The Committee shall provide a report to the parties detailing the outcomes of each review.

8. RESOLUTION OF COMPLAINTS REGARDING SERVICES

8.1 Issues with Services

- (a) If a Client takes issue with the Services provided by an Employee, the Client shall first provide notice to the Provider of their concerns.
- (b) The Client and the Provider shall discuss the Client's concerns and negotiate a resolution in good faith.
- (c) Any outcome reached between the Client and the Provider shall be notified to the Committee for their records.

8.2 Resolution of Complaints

- (a) If the Client and the Provider are unable to resolve the issues raised by the Client in respect of the Services ("**Complaint**") within a reasonable time of the Client and the Provider meeting pursuant to clause 8.1(b), either the Client or the Provider shall notify the Chief Administrator of the Complaint, providing sufficient details regarding:
 - (i) the nature of the Complaint; and
 - (ii) the attempt by the Client and Provider to resolve the Complaint.
- (b) The Chief Administrator shall then refer the Complaint to a suitably qualified person (having regard to the nature of the Complaint) ("**Arbitrator**") to resolve the Complaint.
- (c) The Client and the Provider shall provide all reasonable assistance to the Arbitrator to assist them in resolving the Complaint within a reasonable time of the Arbitrator's appointment.
- (d) The determination of the Arbitrator shall be final and binding on the Client and the Provider.
- (e) The Arbitrator shall notify the Committee of their decision on the Complaint.

9. GST

9.1 Interpretation

Words or expressions used in this clause 9 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 9.

9.2 GST Payable

- (a) If the whole or part of any Supply is the consideration for a Taxable Supply for which the payee is liable for GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with payment in respect of the Supply or as otherwise agreed by the parties in writing.
- (b) The payee will provide to the payer a Tax Invoice at the same time the GST Amount is payable.

9.3 Exchange of Information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause 9.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Intellectual Property Rights

- (a) Intellectual Property Rights regarding the Services vest in the Provider.

- (b) Intellectual Property Rights regarding information or other Data provided in compliance with this Agreement (excluding such information or Data provided as part of a Service) vests in the party who provided the information or Data.

10.2 Licence of Intellectual Property Rights

The Provider grants to the Client a non-exclusive licence to use the Intellectual Property Rights in connection with the relevant Services provided.

10.3 Protection of Intellectual Property and Moral Rights

The Client must:

- (a) take all reasonable steps to protect the Intellectual Property Rights to which the Client gains access via use of the Services; and
- (b) ensure that neither the Client nor the Client's employees, agents, volunteers or subcontractors:
 - (i) infringes any person's Intellectual Property Rights or Moral Rights; or
 - (ii) authorises the infringement of such rights.

11. CONFIDENTIALITY

11.1 Approval to Disclose

A party ("Party A") must not disclose Confidential Information belonging to another party ("Party B") except where Party A has obtained the prior written approval to disclose from Party B or where such disclosure is required by law.

11.2 Undertakings

Each party must:

- (a) make every reasonable effort to ensure that the party's employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 11;
- (b) together with such relevant employees, volunteers, agents and subcontractors provide written undertakings reasonable required by the other parties relating to the non-disclosure of Confidential Information under this clause 11; and
- (c) notify the other parties if that party knows or suspects that Confidential Information has been disclosed in breach of this clause 11.

12. DISPUTE RESOLUTION

12.1 Application of this Clause 12

This clause 12 shall apply to all disputes in respect of this Agreement other than disputes regarding the provision of Services which are to be resolved according to the process in clause 8 of this Agreement.

12.2 Dispute Resolution Process

For any dispute to which this clause 12 applies:

- (a) a party must serve notice of the dispute (detailing the nature of the dispute) to all the other parties;
- (b) representatives of the parties must meet to discuss a resolution to the dispute; and

- (c) if the parties are unable to resolve the dispute under clause 12.2(b) within a reasonable time, the dispute shall be referred to an independent expert to be appointed by agreement of the parties or, failing agreement, by the President of the Law Society of Tasmania ("Expert"). The determination of the Expert shall be final and binding on the parties, and the parties shall bear the costs of the Expert equally.

13. NOTICES

13.1 Address for Notices

Any notice, request, or other communication to be given or served under this Agreement must be in writing and:

- (a) delivered by hand;
- (b) sent by post;
- (c) sent by facsimile; or
- (d) sent by email,

to the address nominated by the party in writing and provided to the other parties and the Committee.

13.2 Receipt of Notice

Any notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, on the date of deliver;
- (b) if sent by post within Australia, upon the expiry of two (2) Business Days after the date on which it was sent;
- (c) if sent by facsimile, upon the sender receiving an acknowledgment that the communication has been properly transmitted to the recipient; and
- (d) if sent by email, upon the sender receiving an acknowledgment that the communication has been properly transmitted to the recipient.

14. MISCELLANEOUS

14.1 No Assignment

No party may assign their rights, interests or obligations under this Agreement without the prior written consent of all the other parties.

14.2 Survival

Any part of this Agreement which is expressed to survive the natural expiration or earlier termination of this Agreement will so survive in full force and effect.

14.3 Severability

- (a) If the whole or any part of a provision of this Agreement or its application to a person or circumstance is or becomes void, invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not void, illegal, invalid or unenforceable.
- (b) If a provision of this Agreement, or part of it, cannot be so read down, then the provision, or part of it, will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.
- (c) Clauses 14.3(a) and 14.3(b) have no effect if the act of severance alters the fundamental nature of this Agreement, or is contrary to public policy.

14.4 Approvals and Consent

- (a) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.
- (b) By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the relevant consent or approval.

14.5 Remedies Cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

14.6 No partnership or agency

Except as expressly provided for in this Agreement, nothing contained or implied in this Agreement will:

- (a) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of any other party for any purpose whatsoever or create or be taken to create any partnership; or
- (b) create or be taken to create any relationship of agency or trust as between the parties.

14.7 Compliance with Laws

Each of the parties agrees that, in carrying out its obligations under this Agreement, it must comply with the provisions of all relevant laws.

14.8 Partial Exercise of Rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise such right at a later date.

14.9 Variation and Waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

14.10 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts will be taken to constitute one (1) agreement.
- (c) The parties agree that if necessary, they may exchange faxed copies of counterparts, and those faxed copies will be taken to constitute one (1) agreement.

14.11 Governing law and jurisdiction

The laws of Tasmania govern the operation of this Agreement, and the parties submit to the non-exclusive jurisdiction of the Courts of Tasmania.

SIGNING CLAUSES

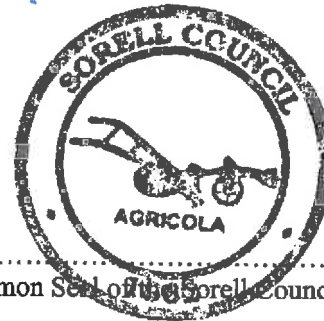
Signed by the parties as a deed.

THE COMMON SEAL of the **SORELL COUNCIL** was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

.....
Name of authorised person

.....
Position held by authorised person



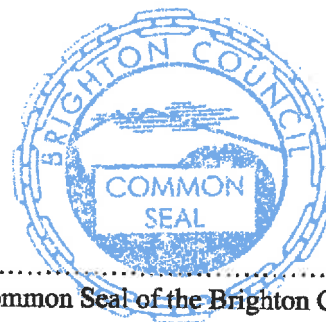
)
)
)
)
)
Common Seal of the Sorell Council

THE COMMON SEAL of the **BRIGHTON COUNCIL** was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

.....
Name of authorised person

.....
Position held by authorised person



)
)
)
)
)
Common Seal of the Brighton Council

THE COMMON SEAL of the **SOUTHERN MIDLANDS COUNCIL** was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

.....
Name of authorised person

.....
Position held by authorised person



)
)
)
)
)
Common Seal of the Southern Midlands Council

THE COMMON SEAL of the TASMAN COUNCIL was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

..... ROBERT HIGGINS
Name of authorised person

..... GENERAL MANAGER
Position held by authorised person



)
)
)
)
) Common Seal of the Tasman Council

THE COMMON SEAL of the HUON VALLEY COUNCIL was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

..... Simone Watson
Name of authorised person

..... General Manager
Position held by authorised person

)
)
)
)
) Common Seal of the Huon Valley Council

THE COMMON SEAL of the CENTRAL HIGHLANDS COUNCIL was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-

.....
Signature of authorised person

..... Lyn Eyles
Name of authorised person

..... General Manager
Position held by authorised person

)
)
)
)
) Common Seal of the Central Highlands Council



SCHEDULE 1 – FEES FOR LONG TERM WORK

Level of Employee Engaged	Service Agreement Hourly Rate (Min 50 hours p/a) (exclusive of GST)
Administrative	\$70
Professional	\$80
Senior	\$90
Manager	\$105

* Hourly rates shown in 'Schedule 1' are to be used as a guide for Councils as they proceed to form a Service Agreement. Client and Provider Councils can agree to customise Service Agreements as they see fit.

SCHEDULE 2 – FEES FOR INTERMITTENT WORK

Level of Employee Engaged	Intermittent Work Hourly Rate (exclusive of GST)
Administrative	\$85
Professional	\$95
Senior	\$105
Manager	\$120

* Hourly rates shown in 'Schedule 2' are to be used as a guide for Councils as they proceed to form a Service Agreement. Client and Provider Councils can agree to customise Service Agreements as they see fit.

SCHEDULE 3 – COMMITTEE

<u>POSITION</u>	<u>NAME</u>	<u>COUNCIL</u>
Chairman:	Mr Peter Murfett	N/A
Member:	Mr Robert Higgins	Sorell Council
Chief Administrator:	Mr Gavin Boyd	Brighton Council
Committee Members:	Mr Robert Higgins	Sorell Council
	Mr Ronald Sanderson	Brighton Council
	Mr Timothy Kirkwood	Southern Midlands Council
	Mr Robert Higgins	Tasman Council
	Ms Simone Watson	Huon Valley Council
	Mrs Lyn Eyles	Central Highlands Council
	Mr Peter Brooks	Glenorchy City Council
	Mr Robert Higgins	Sorell Council

ANNEXURE A – SERVICES

1. Services

- Animal Control
- Asset Management
- Engineering – Development, design, works planning
- Environmental Health
- Finance
- General Management
- Information Technology
- Payroll / HR
- Permit Authority – Building Authority, Building Surveying, Plumbing Authority
- Planning
- Rates
- Records Management
- WHS / Risk Management

2. Systems

Parties to this agreement have agreed to attempt to use common systems to enhance opportunities for common service provision, knowledge transfer between Councils, scheduling of bulk user training at reduced costs and to increase buying power as a group.

Fig 2 – Software systems currently in use by parties to the agreement

Council	Asset Management	Finance	GIS	Property / Rating	Records
Brighton	Assetic	MS Navision	Mapinfo	PropertyWise	InfoXpert
CHC	NA	MS Navision	Mapinfo	PropertyWise	InfoXpert
GCC	Assetic	Tech. One	Mapinfo	Tech. One	ECM
GSB	Assetic	Xero	Mapinfo	PropertyWise	InfoXpert
Huon Valley	NA	Oracle	Mapinfo	Infor Pathway	Dataworks
Sorell	Assetic	MS Navision	Mapinfo	PropertyWise	InfoXpert
Southern Midlands	Assetic	MS Navision	Mapinfo	PropertyWise	InfoXpert
Tasman	Assetic	Xero	Mapinfo	PropertyWise	NA

3. Agreements

Parties to this agreement are currently providing and receiving services from one and other in a number of service areas. Formal common service agreements exist between parties generally where there is a significant amount of resource commitment from the providing Council and an expectation of agreed deliverables by the receiving Council.

Fig 3 - Services currently being exchanged by parties to the agreement

Service	Brighton	Central Highlands (CH)	Glenorchy City (GC)	Glamorgan Spring Bay (GSB)	Huon Valley (HV)	Sorell	Southern Midlands (SM)	Tasman
Animal Control	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Sorell
Asset Management								
EOY Processing	Internal	Internal	Internal	Brighton	Internal	Internal	Brighton	Brighton
Strategy	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Brighton
(Relief)						Brighton		
Engineering								
Development	Internal	Brighton	Internal	Brighton	Internal	Internal	Brighton	Sorell
Design	Internal	External	Internal	Internal	Internal	Internal	External	Brighton
Works Planning	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Brighton
Enviro Health	Internal	External	Internal	Internal	Internal	Internal	Internal	Sorell
(Relief)			Brighton					
Finance								
EOY Processing	Internal	Internal	Internal	Internal	Internal	Brighton	Internal	Brighton
LTFP	Internal	Internal	Internal	Internal	Internal	Brighton	Internal	Brighton
General Management	Internal	Internal	Internal	Internal	Internal	Tasman	Internal	Internal
(Relief)		SM						
IT								
Admin.	Internal	External	Internal	External	Internal	Internal	Internal	Sorell
Strategy	Sorell	Internal	Internal	Internal	Internal	Internal	Internal	Sorell
Payroll	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Sorell
Permit Authority								
Building PA	Internal	Internal	Internal	Internal	Internal	Tasman	Internal	Internal
Building Surveying	Sorell	External	Internal	External	External	Internal	External	Sorell
Plumbing PA	Internal	Internal	Internal	Brighton	Internal	Internal	Internal	External
Planning								
Regulatory	Internal	Brighton	Internal	Brighton	Internal	Internal	Internal	Brighton
Strategic	Internal	Brighton	Internal	Brighton	Internal	Internal	Internal	Brighton
(Relief)	GC	GC		GC				GC
Rates	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal
Records mgmt	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal
WHS/Risk								
Admin.	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal
Strategy	SM	Internal	Internal	Internal	Internal	SM	Internal	SM

* Bold Text – denotes a common service agreement is in place between the relevant parties

Methods

All work carried out under the Common Service Model is in adherence to the Local Government Act 1993 and in compliance with appropriate industry standards and legal requirements relevant to the respective service areas. As well as the Local Government Act 1993, other pieces of Tasmanian legislation have a significant impact on the services provided with the Common Service Model which include:

- Land Use Planning and Approvals Act 1993
- Environmental Management and Pollution Control Act 1994
- Resource Management and Planning Appeal Tribunal Act 1993
- Local Government (Building and Miscellaneous Provisions) Act 1993
- Building Act 2000
- Dog Control Act 2000
- Public Health Act 1997
- Local Government (Highways) Act 1982
- Roads and Jetties Act 1935
- Traffic Act 1925
- Sewers and Drains Act 1954
- Water Management Act 1999
- Waterworks Clauses Act 1952
- Financial Management and Audit Act 1990
- Ombudsman Act 1978
- Freedom of Information Act 1991
- Judicial Review Act 2000

ANNEXURE B – COMMON SERVICES MODEL SET UP COSTS

Common Service Model set up costs consist only of the legal fees to draft this agreement. Total legal fees amount to \$3,364.00 which equates to a 'one off' payment of **\$374.00 (ex. GST)** per participating Council.

THIS DEED OF ACCESSION is made on the 17th day of APRIL 2015

BY: GLENORCHY CITY COUNCIL

of 374 Main Road, Glenorchy in Tasmania 7010
("New Council")

BACKGROUND:

- A. Pursuant to the terms of a Shared Services Agreement dated the 1st day of APRIL 2015 20 ("Agreement") between the Councils who are a party to that Agreement as at the date of this Deed of Accession ("Existing Councils"), the New Council is required to execute this Deed of Accession to become part of the shared services arrangement under the Agreement.
- B. The New Council is prepared to become a part of the Agreement and to be bound by the terms and conditions of the Agreement pursuant to this Deed of Accession.

IT IS AGREED:

1. Interpretation

Unless the context otherwise permits:

- (a) terms which are defined in the Agreement shall have the same meaning when used in this Deed of Accession; and
- (b) the interpretation provision in clause 1 of the Agreement shall also apply to the interpretation of this Deed of Accession.

2. New Council to be Bound

The New Council covenants in favour of the Existing Councils as at the date of this Deed of Accession that the New Council will, on and from the date of this Deed of Accession, comply with, perform and observe the provisions of the Agreement with the intention that such provisions will be binding on the New Council as fully and effectually and in the same manner and to the same extent as if the New Council were a party to the Agreement with effect from the date of this Deed of Accession.

3. Initial Contribution to Whole of Model Costs

The New Council acknowledges that the Existing Councils have been contributing to the costs of administering and coordinating the provision of Services for some time. On this basis, the New Council agrees to pay any initial contribution to the Whole of Model Costs as notified by the Committee in writing.

4. Nomination of Employees

Upon signing this Deed of Accession, the New Council must nominate Employees and Services which it wishes to make available to the Existing Councils to the Committee in writing.

5. Appointment of Committee Member

Upon signing this Deed of Accession, the New Council must appoint a Committee Member to the Committee in writing.

6. Notices

For the purposes of the Notices clause of the Agreement, the New Council's address for service is the address noted on the first page of this Deed of Accession.

7. Governing Law

This Deed of Accession is governed by and construed in accordance with the law from time to time in force in Tasmania, Australia and the New Council submits to the non-exclusive jurisdiction of the Courts of Tasmania.

EXECUTED by the New Council as a Deed

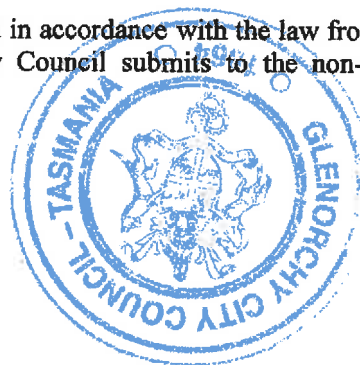
THE COMMON SEAL of GLENORCHY CITY COUNCIL was affixed pursuant to a resolution dated 16 March 2015 of said Council by the following by the duly authorised person:-

)

)

)

.....
Common Seal of Glenorchy City Council



.....
Signature of authorised person

PETER BROOKS
.....
Name of authorised person

GENERAL MANAGER
.....
Position held by authorised person

ANNEXURE C – DEED OF ACCESSION

THIS DEED OF ACCESSION is made on the 9th day of September 2015

BY: **LITCHFIELD COUNCIL (ABN 45 018 934 501)**
of PO Box 446 Humpty Doo NT 0836 in the Northern Territory
("New Council")

BACKGROUND:

- A.** Pursuant to the terms of a Common Services Agreement dated the day of 20 ("Agreement") between the Councils who are a party to that Agreement as at the date of this Deed of Accession ("Existing Councils"), the New Council is required to execute this Deed of Accession to become part of the shared services arrangement under the Agreement.
- B.** The New Council is prepared to become a part of the Agreement and to be bound by the terms and conditions of the Agreement pursuant to this Deed of Accession.

IT IS AGREED:

1. Interpretation

Unless the context otherwise permits:

- (a) terms which are defined in the Agreement shall have the same meaning when used in this Deed of Accession; and
- (b) the interpretation provision in clause 1 of the Agreement shall also apply to the interpretation of this Deed of Accession.

2. New Council to be Bound

The New Council covenants in favour of the Existing Councils as at the date of this Deed of Accession that the New Council will, on and from the date of this Deed of Accession, comply with, perform and observe the provisions of the Agreement with the intention that such provisions will be binding on the New Council as fully and effectually and in the same manner and to the same extent as if the New Council were a party to the Agreement with effect from the date of this Deed of Accession.

3. Initial Contribution to Whole of Model Costs

The New Council acknowledges that the Existing Councils have been contributing to the costs of administering and coordinating the provision of Services for some time. On this basis, the New Council agrees to pay any initial contribution to the Whole of Model Costs as notified by the Committee in writing.

4. Nomination of Employees

Upon signing this Deed of Accession, the New Council must nominate Employees and Services which it wishes to make available to the Existing Councils to the Committee in writing.

5. Appointment of Committee Member

Upon signing this Deed of Accession, the New Council must appoint a Committee Member to the Committee in writing.

6. Notices

For the purposes of the Notices clause of the Agreement, the New Council's address for service is the address noted on the first page of this Deed of Accession.

7. Governing Law

This Deed of Accession is governed by and construed in accordance with the law from time to time in force in Tasmania, Australia and the New Council submits to the non-exclusive jurisdiction of the Courts of Tasmania.

EXECUTED by the New Council as a Deed

THE COMMON SEAL of LITCHFIELD COUNCIL

was affixed pursuant to a)
resolution of said Council by the following)
by the duly authorised person:-)

.....
Signature of authorised person

Frank Crawley
Name of authorised person

Official Manager
Position held by authorised person

.....
Signature of authorised person

Ben Dornier
Name of authorised person

Acting Chief Executive Officer
Position held by authorised person



ANNEXURE C – DEED OF ACCESSION

THIS DEED OF ACCESSION is made on the 2nd day of *December* 2015

BY: **THE CITY OF PALMERSTON COUNCIL**
of Civic Plaza, First Floor, 2 Chung Wah Terrace, Palmerston, NT, 0831
("New Council")

BACKGROUND:

- A. Pursuant to the terms of a Common Services Agreement dated the 1st day of April 2015 ("**Agreement**") between the Councils who are a party to that Agreement as at the date of this Deed of Accession ("**Existing Councils**"), the New Council is required to execute this Deed of Accession to become part of the shared services arrangement under the Agreement.
- B. The New Council is prepared to become a part of the Agreement and to be bound by the terms and conditions of the Agreement pursuant to this Deed of Accession.

IT IS AGREED:

1. Interpretation

Unless the context otherwise permits:

- (a) terms which are defined in the Agreement shall have the same meaning when used in this Deed of Accession; and
- (b) the interpretation provision in clause 1 of the Agreement shall also apply to the interpretation of this Deed of Accession.

2. New Council to be Bound

The New Council covenants in favour of the Existing Councils as at the date of this Deed of Accession that the New Council will, on and from the date of this Deed of Accession, comply with, perform and observe the provisions of the Agreement with the intention that such provisions will be binding on the New Council as fully and effectually and in the same manner and to the same extent as if the New Council were a party to the Agreement with effect from the date of this Deed of Accession.

3. Initial Contribution to Whole of Model Costs

The New Council acknowledges that the Existing Councils have been contributing to the costs of administering and coordinating the provision of Services for some time. On this basis, the New Council agrees to pay any initial contribution to the Whole of Model Costs as notified by the Committee in writing.

4. Nomination of Employees

Upon signing this Deed of Accession, the New Council must nominate Employees and Services which it wishes to make available to the Existing Councils to the Committee in writing.

5. Appointment of Committee Member

Upon signing this Deed of Accession, the New Council must appoint a Committee Member to the Committee in writing.

6. Notices

For the purposes of the Notices clause of the Agreement, the New Council's address for service is the address noted on the first page of this Deed of Accession.

7. Governing Law

This Deed of Accession is governed by and construed in accordance with the law from time to time in force in Tasmania, Australia and the New Council submits to the non-exclusive jurisdiction of the Courts of Tasmania.

EXECUTED by the New Council as a Deed

THE COMMON SEAL of the CITY OF
PALMERSTON COUNCIL was affixed
pursuant to a resolution of said Council
by the following by the duly authorised person:-



Common Seal of the City of Palmerston

Signature of authorised person

Name of authorised person

Position held by authorised person

Ricki Bruhn

RICKI KEVIN BRUHN

MAYOR J.P. CHIEF EXECUTIVE OFFICER

ANNEXURE C – DEED OF ACCESSION

THIS DEED OF ACCESSION is made on the 28th day of January 2016

BY: **COOMALIE COMMUNITY GOVERNMENT COUNCIL** (ABN 8664359250)
of PO BOX 41, BATCHELOR, NORTHERN TERRITORY, 0845.
("New Council")

BACKGROUND:

- A.** Pursuant to the terms of a Common Services Agreement dated the 1st day of April 2015 ("Agreement") between the Councils who are a party to that Agreement as at the date of this Deed of Accession ("Existing Councils"), the New Council is required to execute this Deed of Accession to become part of the shared services arrangement under the Agreement.
- B.** The New Council is prepared to become a part of the Agreement and to be bound by the terms and conditions of the Agreement pursuant to this Deed of Accession.

IT IS AGREED:

1. Interpretation

Unless the context otherwise permits:

- (a) terms which are defined in the Agreement shall have the same meaning when used in this Deed of Accession; and
- (b) the interpretation provision in clause 1 of the Agreement shall also apply to the interpretation of this Deed of Accession.

2. New Council to be Bound

The New Council covenants in favour of the Existing Councils as at the date of this Deed of Accession that the New Council will, on and from the date of this Deed of Accession, comply with, perform and observe the provisions of the Agreement with the intention that such provisions will be binding on the New Council as fully and effectually and in the same manner and to the same extent as if the New Council were a party to the Agreement with effect from the date of this Deed of Accession.

3. Initial Contribution to Whole of Model Costs

The New Council acknowledges that the Existing Councils have been contributing to the costs of administering and coordinating the provision of Services for some time. On this basis, the New Council agrees to pay any initial contribution to the Whole of Model Costs as notified by the Committee in writing.

4. Nomination of Employees

Upon signing this Deed of Accession, the New Council must nominate Employees and Services which it wishes to make available to the Existing Councils to the Committee in writing.

5. Appointment of Committee Member

Upon signing this Deed of Accession, the New Council must appoint a Committee Member to the Committee in writing.

6. Notices

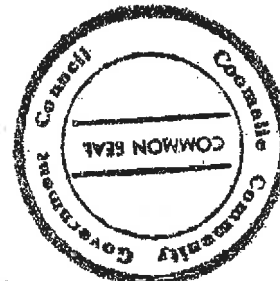
For the purposes of the Notices clause of the Agreement, the New Council's address for service is the address noted on the first page of this Deed of Accession.

7. Governing Law

This Deed of Accession is governed by and construed in accordance with the law from time to time in force in Tasmania, Australia and the New Council submits to the non-exclusive jurisdiction of the Courts of Tasmania.

EXECUTED by the New Council as a Deed

THE COMMON SEAL of the **COOMALIE**)
COMMUNITY GOVERNMENT COUNCIL)
was affixed pursuant to a resolution of said Council)
by the following by the duly authorised person:-)



.....
Common Seal of the Coomalie Community
Government Council

.....
Signature of authorised person

.....**LEIGH ASHFORD**.....
Name of authorised person

.....**CHIEF EXECUTIVE OFFICER**.....
Position held by authorised person

ANNEXURE C – DEED OF ACCESSION

THIS DEED OF ACCESSION is made on the 30TH day of NOVEMBER 20 15

BY: WEST ARNHEM REGIONAL COUNCIL

of 13 Tasman Crescent, Jabiru, NT, 0886
("New Council")

BACKGROUND:

- A. Pursuant to the terms of a Common Services Agreement dated the 1ST day of APRIL 20 15 ("Agreement") between the Councils who are a party to that Agreement as at the date of this Deed of Accession ("Existing Councils"), the New Council is required to execute this Deed of Accession to become part of the shared services arrangement under the Agreement.
- B. The New Council is prepared to become a part of the Agreement and to be bound by the terms and conditions of the Agreement pursuant to this Deed of Accession.

IT IS AGREED:

1. Interpretation

Unless the context otherwise permits:

- (a) terms which are defined in the Agreement shall have the same meaning when used in this Deed of Accession; and
- (b) the interpretation provision in clause 1 of the Agreement shall also apply to the interpretation of this Deed of Accession.

2. New Council to be Bound

The New Council covenants in favour of the Existing Councils as at the date of this Deed of Accession that the New Council will, on and from the date of this Deed of Accession, comply with, perform and observe the provisions of the Agreement with the intention that such provisions will be binding on the New Council as fully and effectually and in the same manner and to the same extent as if the New Council were a party to the Agreement with effect from the date of this Deed of Accession.

3. Initial Contribution to Whole of Model Costs

The New Council acknowledges that the Existing Councils have been contributing to the costs of administering and coordinating the provision of Services for some time. On this basis, the New Council agrees to pay any initial contribution to the Whole of Model Costs as notified by the Committee in writing.

4. Nomination of Employees

Upon signing this Deed of Accession, the New Council must nominate Employees and Services which it wishes to make available to the Existing Councils to the Committee in writing.

5. Appointment of Committee Member

Upon signing this Deed of Accession, the New Council must appoint a Committee Member to the Committee in writing.

6. Notices

For the purposes of the Notices clause of the Agreement, the New Council's address for service is the address noted on the first page of this Deed of Accession.

7. Governing Law

This Deed of Accession is governed by and construed in accordance with the law from time to time in force in Tasmania, Australia and the New Council submits to the non-exclusive jurisdiction of the Courts of Tasmania.

EXECUTED by the New Council as a Deed

THE COMMON SEAL of the **WEST ARNHAM REGIONAL COUNCIL** was affixed pursuant to a resolution of said Council by the following by the duly authorised person:-



)
)
)
)
)
) Common Seal of the West Arnhem Regional

.....
Signature of authorised person

.....
STEPHEN BRIAN HYLANDS
.....
Name of authorised person

.....
CHIEF EXECUTIVE OFFICER
.....
Position held by authorised person