



AGENDA

NOTICE is hereby given that a meeting of the **BOARD of Namoi Joint Organisation of Councils trading as NAMOI UNLIMITED** will be held on **TUESDAY 5 FEBRUARY 2019** in the Council Chambers at Liverpool Plains Shire Council commencing at **1.30pm**.

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Rebel Thomson
EXECUTIVE OFFICER
30 January 2019

BUSINESS PAPER

1. WELCOME, ACKNOWLEDGEMENT AND/OR PRAYER

Councillor Andrew Hope will welcome Members to the meeting and introduce observing Councillors from Liverpool Plains Shire Council.

MEMBERS		PRESENT	APOLOGY
Cr Jamie Chaffey (Chairperson)	Gunnedah Shire Council		✓
Cr Robert Hooke	Gunnedah Shire Council	✓	
Cr John Coulton	Gwydir Shire Council		✓
Cr Catherine Egan Cr Francis Young	Gwydir Shire Council	✓	
Cr Andrew Hope	Liverpool Plains Shire Council	✓	
Cr Col Murray (Deputy Chair)	Tamworth Regional Council	✓	
Cr Eric Noakes	Walcha Council	✓	
Alison McGaffin	Department of Premier and Cabinet	✓	
NON-VOTING REPRESENTATIVES			
Eric Groth	Gunnedah Shire Council	✓	
Max Eastcott	Gwydir Shire Council	✓	
Ron Van Katwyk	Liverpool Plains Shire Council	✓	
Paul Bennett	Tamworth Regional Council	✓	
Jack O'Hara	Walcha Council	✓	
Rebel Thomson	Namoi Unlimited	✓	
BY INVITATION			
Jodie Healy	NSW Office of Local Government	✓	
Elle Rixon	Media Contractor	✓	

1.1 Election of Chair for the meeting

Author	Executive Officer
Policy	<p>Section 6.</p> <p>CODE OF MEETING PRACTICE NAMOI JOINT ORGANISATION OF COUNCILS</p> <p>Item 6.1.</p> <p>ELECTION OF THE CHAIRPERSON IN THE ABSENCE OF THE CHAIRPERSON</p> <p>6.2.1 If the Chairperson is not present at a Meeting of the Joint Organisation at the time designated for the holding of the Meeting, the first business of the Meeting must be the election of a Chairperson to preside at the Meeting.</p> <p>6.2.2 The Election of Chairperson must be conducted:</p> <p>(a) by the Executive Officer or, in their absence, an employee of the Joint Organisation designated by the Executive Officer to conduct the election; or</p> <p>(b) by the person who called the Meeting or a person acting on their behalf if neither the Executive Officer nor a designated employee is present at the Meeting, or if there is no Executive Officer or designated employee.</p> <p>6.2.3 If, at an election of a Chairperson, two or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the Chairperson is to be the candidate whose name is chosen by lot.</p> <p>6.2.4 For the purposes of clause 6.2.3, the person conducting the election must:</p> <p>(a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips; and</p> <p>(b) fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.</p> <p>6.2.5 The candidate whose name is on the drawn slip is the candidate who is to be the Chairperson of the Meeting.</p> <p>6.2.6 Any election conducted under clause 6.2.1 and the outcome of the vote, are to be recorded in the minutes of the Meeting.</p>

Legal -

Financial -

Strategic Link -

Attachments -

RECOMMENDATION TO THE BOARD:	<p>THAT, the Executive Officer coordinates the election of a Chairperson for the meeting as described in the Code of Meeting Practice for the Namoi Joint Organisation of Councils.</p> <p>THAT, The election conducted under clause 6.2.1 and the outcome of the vote, is recorded in the minutes of the Meeting.</p> <p>THAT, Councillor XXXXX is elected Chairperson for the meeting.</p>
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AMENDED/ENDORSED

MOVED:

SECONDED:

REJECTED/CARRIED

PURPOSE: To elect a Chairperson for the February meeting.

BACKGROUND: The Code of Meeting Practice adopted by Namoi Unlimited describes the process to elect a Chairperson for the meeting in the absence of the Chairperson Councillor Jamie Chaffey.

COMMENTARY: An apology for the meeting has been received by Councillor Jamie Chaffey; members are required to elect a Chairperson for the meeting.

2. APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

Author	Executive Officer
Policy	Code of Meeting Practice Namoi Joint Organisation of Councils
Legal	-
Financial	-
Strategic Link	-
Attachments	-

RECOMMENDATION TO THE BOARD:	THAT, applications for leave of absence are accepted; applications for leave for this meeting have been received from; <ul style="list-style-type: none">▪ Councillor Jamie Chaffey (Gunnedah Shire Council)▪ Councillor John Coulton (Gwydir Shire Council)
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AMENDED/ENDORSED

MOVED:

SECONDED:

REJECTED/CARRIED

PURPOSE: -

BACKGROUND: -

COMMENTARY: -

3. PUBLIC FORUM AND/OR PRESENTATIONS

Nil requested at time of distribution of this Notice of Meeting.

4. CONFIRMATION OF MINUTES

Author	Executive Officer
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Policy	-
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Legal	-
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Financial	-
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Strategic Link	-
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Attachments	ATTACHMENT A – Minutes of the Board Meeting held 4 December 2018.
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RECOMMENDATION TO THE BOARD:	THAT, the minutes of the Board meeting held 4 December 2018 are a true and accurate record of the meeting.
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AMENDED/ENDORSED	
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MOVED:	
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SECONDED:	
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REJECTED/CARRIED	
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PURPOSE:	-
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BACKGROUND:	-
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COMMENTARY:	-
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**ATTACHMENT A – Minutes of the Extraordinary Meeting of Members held –
4 December 2018**

MINUTES

MINUTES of the meeting of the BOARD of Namoi Joint Organisation of Councils trading as NAMOI UNLIMITED held on **TUESDAY 4 DECEMBER 2018** in the Training Room at Gunnedah Shire Council at **11.30AM**.

1. WELCOME, ACKNOWLEDGEMENT AND/OR PRAYER

The Chairperson and Mayor of Gunnedah Shire Council welcomed Members to the meeting, acknowledging the traditional owners, elders and future leaders and introduced observing Councillors from Gunnedah Shire Council; Councillor Rob Hooke (Deputy Mayor) and Councillor John Campbell.

MEMBERS		PRESENT	APOLOGY
Cr Jamie Chaffey (Chairperson)	Gunnedah Shire Council	✓	
Cr John Coulton	Gwydir Shire Council	✓	
Cr Andrew Hope	Liverpool Plains Shire Council	✓	
Cr Col Murray (Deputy Chair)	Tamworth Regional Council	✓	
Cr Eric Noakes	Walcha Council	✓	
Alison McGaffin	Department of Premier and Cabinet		✓
Darren Keegan	Department of Premier and Cabinet	✓	
NON-VOTING REPRESENTATIVES			
Eric Groth	Gunnedah Shire Council	✓	
Max Eastcott	Gwydir Shire Council	✓	
Ron Van Katwyk	Liverpool Plains Shire Council		✓
Paul Bennett	Tamworth Regional Council	✓	
Jack O'Hara	Walcha Council	✓	
Rebel Thomson	Namoi Unlimited	✓	
BY INVITATION			
Elle Rixon	Media Contractor	✓	

2. APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

An Application for a Leave of Absence was received from the NSW Department of Premier and Cabinet.

RESOLUTION: THAT, the applications for a leave of absence for the December Board meeting for; Alison McGaffin NSW Department of Premier and Cabinet
Ron Van Katwyk, Liverpool Plains Shire Council
are accepted.

AMENDED

MOVED: Tamworth Regional Council

SECONDED: Liverpool Plains Shire Council

CARRIED

3. PUBLIC FORUM AND/OR PRESENTATIONS

Nil

4. CONFIRMATION OF MINUTES

RESOLUTION: THAT, the minutes of the Board meeting held 15 October 2018 are a true and accurate record of the meeting.

ENDORSED

MOVED: Gwydir Shire Council

SECONDED: Walcha Council

CARRIED

5. DISCLOSURES OF INTERESTS

Nil

6. CHAIRPERSON MINUTES

Nil

7. NOTICES OF MOTIONS

Nil

8. NOTICE OF MOTION OF RESCISSION (IF APPLICABLE)

Nil

9. STRATEGIC REGIONAL PRIORITIES REPORTS

9.1 Water for the Future - Trade and Investment Strategy

RESOLUTION: THAT, the draft itinerary for the 2019 Study Tour to China is endorsed.
THAT, the application to establish an Export Hub in the Namoi region is endorsed and correspondence from The Hon Niall Blair MLC Minister for Trade and Investment is noted.

ENDORSED

MOVED: Liverpool Plains Shire Council

SECONDED: Walcha Council

CARRIED

SECONDED: Walcha Council

COMMENTARY: The dates for the Study Tour to China in May 2019 is amended to commence with the SIAL conference.

9.2 Enabling and Connected Infrastructure - Inter-governmental Collaboration

RESOLUTION: THAT, the Expressions of Interest for the Namoi Roads Network Strategy –

	submitted to the NSW Government and the approach to the Australian Government is noted.
	THAT, NSW Department Premier Cabinet representatives take a message back to the NSW Government that the work of Namoi Unlimited in the Namoi Roads Network Strategy was not recognised in a recent briefing provided by Transport for NSW.
	THAT, the Chair arranges a meeting with the Minister to discuss.
AMENDED	
MOVED:	Tamworth Regional Council
SECONDED:	Gwydir Shire Council
CARRIED	
COMMENTARY:	<p>The proposal for a Study Tour to China in May 2019 has been developed and is amended to commence with the SIAL conference.</p> <p>Members discussed the Namoi Roads Network Strategy and Stage 2 completed by Rhelm acknowledging the work and investment in regional planning and collaboration. Members also acknowledged that this was not recognised by Transport for NSW in a presentation during workshopping.</p>

9.3 Engaged People and Skills

RESOLUTION:	THAT, the funding application for \$5,000 for Women's Week is endorsed.
ENDORSED	
MOVED:	Tamworth Regional Council
SECONDED:	Liverpool Plains Shire Council
CARRIED	

9.4 Advocacy and Leadership – CANBERRA

RESOLUTION:	THAT, the Canberra Advocacy Summary and subsequent recommendations included in ATTACHMENT E are noted.
ENDORSED	
MOVED:	Liverpool Plains Shire Council
SECONDED:	Gwydir Shire Council
CARRIED	
COMMENTARY:	Correspondence from Minister for Education, The Hon Dan Tehan is to be distributed to members.

10. EXECUTIVE OFFICER REPORTS

10.1 ACTIONS LIST

RESOLUTION:	THAT, the actions undertaken by the Executive Officer since the last meeting are noted.
ENDORSED	
MOVED:	Tamworth Regional Council
SECONDED:	Walcha Council
CARRIED	

10.2 2018-2019 First Quarter – Gwydir Shire Council Reconciliation

RESOLUTION:	THAT, the Board endorses the payment of \$47,945.75 to Gwydir Shire Council for first quarter 2018-2019 salary and expenses, on receipt of an invoice to this amount.
AMENDED	
MOVED:	Liverpool Plains Shire Council
SECONDED:	Tamworth Regional Council
CARRIED	

10.3 Calendar of Planned Activities

Nov	22-23	Investment Attraction Training for LGAs (DPC)	Sydney	Accepted
	26	NSW Joint Organisation Network Meeting	Sydney	Accepted
	29	Namoi stakeholders environmental water management forum (OEH)	Gunnedah	Accepted
Dec	4	Namoi Unlimited Board Meeting and Workshops	Gunnedah	
	13	NENW Regional Plan Delivery Coordination Monitoring Committee (DPE)	Uralla	Accepted
	17	JOLT December Meeting	Tamworth	
Jan	21	JOLT January Meeting	Tamworth	
Feb	5	Namoi Unlimited Board Meeting	Quirindi	

11. ADDITIONAL REPORTS PERTAINING TO THE PRINCIPAL FUNCTIONS

11.1 FUTURE OF WORK EVENT (UNE)

RESOLUTION:	THAT, the priorities are noted.
ENDORSED	
MOVED:	Gwydir Shire Council
SECONDED:	Tamworth Regional Council
CARRIED	

11.2 NORTHERN NSW RENEWABLE ENERGY EVENT

RESOLUTION:	THAT, the report is noted. THAT, the report is referred to the next meeting of JOLT to discuss the opportunities and role for Namoi Unlimited.
ENDORSED	
MOVED:	Tamworth Regional Council
SECONDED:	Walcha Council
CARRIED	
COMMENTARY:	Executive Officer to seek out information about the NSW Energy Policy and priority regions, the Governments response to micro grids and transmission lines planning and future development.

11.3 JOINT ORGANISATION EXECUTIVE OFFICERS MEETING – 26 November 2018

RESOLUTION:	THAT, the report is noted. THAT, JOLT develops a position for Namoi Unlimited and expresses interest in assisting the Department to increase its engineering and infrastructure, planning and water security resources by partnering with local councils in the region to solve critical water safety and security issues.
ENDORSED	
MOVED:	Tamworth Regional Council
SECONDED:	Walcha Council
CARRIED	

12. REPORTS FROM DELEGATES

12.1 JOINT ORGANISATION CHAIR'S MEETING – 21 October 2018

RESOLUTION:	THAT, the report is noted. THAT, the summary of Strategic Regional Priorities, for information and discussion as to which priorities can best be supported and collaboratively pursued with the State Government for implementation across the Joint Organisations network is referred to the next JOLT meeting.
ENDORSED	
MOVED:	Gunnedah Shire Council
SECONDED:	Gwydir Shire Council
CARRIED	

12.2 MEETING WITH NINGBO AGRICULTURAL BUREAU AND FOREIGN AFFAIRS OFFICE

RESOLUTION:	THAT, progress with the Ningbo Government relationship is noted. THAT, JOLT develops and prepares content for a draft Memorandum of Understanding at their next meeting.
ENDORSED	
MOVED:	Gunnedah Shire Council
SECONDED:	Tamworth Regional Council
CARRIED	

12.3 REGIONAL LEADERSHIP EXECUTIVE – NSW Department of Premier and Cabinet

RESOLUTION:	THAT, the Communique from the meeting of the New England & North West Leadership Executive held on 12 October 2018 be received and noted.
ENDORSED	
MOVED:	Liverpool Plains Shire Council
SECONDED:	Tamworth Regional Council
CARRIED	

COMMENTARY: Gwydir Shire Council asked if the Thriving Small Towns will be expanded to other small communities. The Executive Officer said that the outcomes would be determined by this pilot.

13. QUESTIONS WITH NOTICE

Nil

14. CLOSED REPORTS

RESOLUTION: THAT, Members move to Close the Meeting to the public as per Section 14 CLOSURE OF MEETINGS TO THE PUBLIC in the Code of Meeting Practice and Section 14.1 GROUNDS ON WHICH MEETINGS CAN BE CLOSED TO THE PUBLIC is that the discussion comprises of matters:

(d) commercial information of a confidential nature that would, if disclosed may;
(i) prejudice the commercial position of the person who supplied it.

ENDORSED

MOVED: Liverpool Plains Shire Council

SECONDED: Walcha Council

CARRIED

14.1 Water for the Future

RESOLUTION: THAT, Rhelm Pty Ltd be awarded the contract to provide NAMOI Unlimited with a Strategic Plan 'Shaping the Future of the Namoi Study' for \$99,350.00 plus GST to conduct the Water for the Future project.

THAT, the Executive Officer is authorised to sign the contract of engagement for the Water for the Future project.

ENDORSED

MOVED: Tamworth Regional Council

SECONDED: Liverpool Plains Shire Council

CARRIED

RESOLUTION: THAT, Members move out of Closed Meeting.

ENDORSED

MOVED: Liverpool Plains Shire Council

SECONDED: Walcha Council

CARRIED

15. CONCLUSION OF THE MEETING

Meeting closed at 12.32pm.

5. DISCLOSURES OF INTERESTS

In accordance with Council's Code of Meeting Practice and specifically Section 451 of the Local Government Act, 1993 declarations of interest are required by Councillors and designated staff attending the meeting.

MEMBER	ITEM	REPORT	Type of Interest Declared (P, SNP, LSNP, RC)	REASON
STAFF	ITEM	REPORT	Type of Interest Declared (P, SNP, LSNP, RC)	REASON
P – Pecuniary, SNP – Significant Non Pecuniary, LSNP – Less than Significant Non Pecuniary, RC – Remain in Chamber during consideration/discussion of item.				

6. CHAIRPERSON MINUTES

Nil provided at time of distribution of this Notice of Meeting.

7. NOTICES OF MOTIONS

Nil provided at time of distribution of this Notice of Meeting.

8. NOTICE OF MOTION OF RESCISSION (IF APPLICABLE)

Nil provided at time of distribution of this Notice of Meeting.

9. STRATEGIC REGIONAL PRIORITIES REPORTS

9.1 Water for the Future – Safe and Secure Water Program

Author	JOLT
Policy	-
Legal	-
Financial	-
Strategic Link	Strategic Regional Priority – Water for the Future
Attachments	-
RECOMMENDATION TO THE BOARD:	<p>THAT, the Board receives the report and that the report is noted.</p> <p>THAT, the Executive Officer seeks a meeting with representatives of the Safe and Secure Water Program to further understand the opportunities for member Councils.</p>
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	JOLT provides a paper to outline the opportunities under the new Safe and Secure Water Program.
BACKGROUND:	<p>The NSW Government has made changes to its Safe and Secure Water Program.</p> <p>At the December JOLT meeting members agreed to develop a position for Namoi Unlimited and expresses interest in assisting the Department (Safe and Secure Water) to increase its engineering and infrastructure, planning and water security resources by partnering with local councils in the region to solve critical water safety and security issues.</p>
COMMENTARY:	<p>At the end of December and January JOLT meeting, information was distributed about changes to the NSW Government's Safe and Secure Water Program. Members commended the Government on understanding Council's needs and making the program changes.</p> <p>Under the updated program:</p> <ul style="list-style-type: none"> ▪ The NSW Government will work with each local council on their infrastructure needs, rather than requiring them to go through an expensive and time consuming application process; ▪ 10 new engineers and 6 new infrastructure, planning and water security specialists will be deployed to help local councils to develop water security projects; ▪ Projects will no longer need to meet a rigid cost benefit ratio requirement as part of the assessment process; and ▪ Program funding will be prioritised to address the highest risks first, ensuring communities receive the infrastructure they need. <p>Importantly, the applications will be driven by the project team within the NSW Department of Industry. The new program criteria are designed to:</p> <ul style="list-style-type: none"> ▪ prioritise projects that address the highest risks and issues for

- regional NSW water
- ensure a minimum level of service in smaller towns where the cost of critical infrastructure outweighs the economic benefits provided
- provide more flexibility by including non-infrastructure options, where this is cost-effective.

As a consequence the role of the JO will be to assist Councils in;

- the identification of risks and issues; and
- development and maintenance of a 'prioritisation framework'.

Councils and the Joint Organisation are eligible to apply for funds.

The identification and priority process commences in the Water for the Future project.

There will be three streams to the new program:

Funding Stream 1 – development and delivery of water quality, water security and environmental solutions

Risks and Issues can be identified by:

- Previous applications
- Advice from stakeholders including health, planning and environment
- Existing documentation such as Integrated Water Cycle Management (IWCM) strategies, water utility quality reviews, audits and reports
- Determined by the proponent and the department

The guidelines suggest that a program review panel will assess the risks and issues against the prioritisation framework. If the issue or risk is deemed a priority they will be contacted by the panel.

Projects with a value greater than \$10million may be subject to Infrastructure NSW Investor Assurance Requirements.

Funding Stream 2 – Integrated water cycle management (IWCM) strategies

Funding can be provided for strategic planning for water and sewer infrastructure, called IWCM the integrated management of water supply, sewer and delivery of services to customers.

Councils and the JO are eligible to apply for funding under this stream, and once the IWCM is completed projects would be then be eligible for Funding Stream 1.

IWCM documents are published on Tamworth Regional Council, Walcha Council and Gunnedah Shire Council websites. Liverpool Plains Shire Council is commencing an update of their IWCM.

Funding Stream 3 – High Risk Dams

Funding is provided for dams and dam safety identified under the Act.

9.2 Water for the Future – Trade and Investment Strategy

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Water for the Future – Trade and Investment Strategy
Attachments	ATTACHMENT B – Memorandum of Understanding Ningbo
RECOMMENDATION TO THE BOARD:	THAT, the endorsed draft Memorandum of Understanding is provided to the Ningbo Foreign Affairs Office to commence discussions. THAT, a report from Namoi Unlimited describing the detail of the 2019 Study Tour and the Memorandum of Understanding is provided to Councils.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	<p>At the December Board meeting Members were provided with an update on a meeting between the Chairperson, the NSW Trade and Investment Commissioner Tony Zhang, Mr Mao Ningbo Agricultural Bureau and Mr Xu Pingyuan, the Deputy Director General of Ningbo Foreign Affairs Office on Monday 19 November 2018.</p> <p>JOLT considered the draft Memorandum of Understanding – ATTACHMENT B and recommended it is provided to Ningbo Foreign Affairs Office.</p>
BACKGROUND:	<p>Namoi Unlimited has a relationship with the Ningbo Agricultural Bureau and in order to progress this relationship beyond agricultural exchange into a strategic trade and investment relationship between the Ningbo and the Namoi regions, negotiations have commenced and it is proposed that Namoi Unlimited sign a MOU with the Ningbo Foreign Affairs Office.</p>
COMMENTARY:	<p>A meeting was held in Ningbo, Zhejiang Province China on Monday 19 November 2018 and was attended by the Chairperson Councillor Jamie Chaffey and NSW Trade and Investment Commissioner, Shanghai Tony Zhang.</p> <p>The outcomes of that meeting were:</p> <ul style="list-style-type: none">• Both parties reaffirmed their intent to continue to develop the trade and investment relationship.• A potential business mission to China from the Namoi in 2019 was welcomed.• Namoi is to develop a draft Memorandum of Understanding and a three year action plan and provide an agreed draft to Ningbo Government.

This **Memorandum of Understanding** (“MoU”) is made in _____ the ____ day of May 2019.

BETWEEN

NAMOI JOINT ORGANISATION OF COUNCILS trading as NAMOI UNLIMITED ABN 35 540 425 77, 437 Peel Street, TAMWORTH NSW 2340.

AND

.....
NINGBO MUNICIPAL FOREIGN AFFAIRS OFFICE, 2001 Ningchuan Road, Ningbo 315066, Zhejiang Province, People’s Republic of China

Hereafter referred to in this agreement as ‘the Parties’.

WHEREAS:

- A. Gunnedah Shire Council, Gwydir Shire Council, Liverpool Plains Shire Council, Tamworth Regional Council and Walcha Council are Local Government Authorities in NSW, Australia.
- B. The five Local Government Authorities in NSW are individually concerned with civic activity and governance of building regulations and development, public health, local roads and footpaths, parks and playing fields, galleries and libraries, local environmental issues, water supply, waste disposal, community services.
- C. The five Local Government Authorities are cooperating together as Namoi Joint Organisation of Councils trading as Namoi Unlimited to develop relationships with international destinations. The purpose of this activity is to exchange economic and cultural activity and establish mutually beneficial international relationships.
- D. The Foreign Affairs Office of the People’s Republic of China, Zhejiang Province is a component of the State Council in charge of foreign affairs and relationships.

The Parties have entered into this MOU to formally record their mutual intent to work together and hereby agree:

- 1. The Parties will explore opportunities for investment and exchange feasibility information about industry.
- 2. The Parties will explore opportunities for trade potentially in agricultural commodities and services, education, tourism, renewable energy, transport and logistics.
- 3. The Parties will explore opportunities for cultural and ceremonial exchange.
- 4. The Parties will explore education and training opportunities for agricultural production, supply and demand.

5. The Parties will explore opportunities for agricultural and scientific research for the development of agricultural education and professional skills.
6. The Parties may coordinate technical exchanges.
7. The Parties will benefit from the collaboration.
8. The Parties acknowledge that any collaborative work, any information and concepts which may be developed in actioning this MOU shall be the property of both parties and either party shall have the right to use that information or concepts for their sole benefit.
9. The Parties agree that this MOU shall commence on the day it is executed and shall end on the day that either party signs a letter notifying the other party that the MOU is at an end. This letter is to be addressed to the other party using the address stated at the beginning of the agreement and sent electronically or by post.

Executed for and on behalf of **NAMOI JOINT ORGANISATION OF COUNCILS
TRADING AS NAMOI UNLIMITED:**

.....

Cr Jamie Chaffey, Mayor

Chairperson, Namoi Joint Organisation of Councils trading as Namoi Unlimited

Executed for and on behalf of **NINGBO MUNICIPAL FOREIGN AFFAIRS OFFICE,
PEOPLE’S REPUBLIC OF CHINA**

.....

Signature of authorised officer

.....

Name

.....

Position

9.3 Enabling and Connected Infrastructure - Inter-governmental Collaboration

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Strategic Regional Priority – Enabled and Connected Infrastructure – RMCC Pilot
Attachments	ATTACHMENT C – Memorandum of Understanding between Councils ATTACHMENT D – Memorandum of Understanding with the RMS
RECOMMENDATION TO THE BOARD:	THAT, Namoi Unlimited endorses the documents and commences negotiations between the Councils, the Joint Organisation and the RMS formalising the RMCC pilot project.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide reports associated with the RMCC opportunity.
BACKGROUND:	<p>Two documents for the RMCC pilot project opportunity have been developed.</p> <ol style="list-style-type: none"> 1. ATTACHMENT C – Memorandum of Understanding Namoi Joint Organisation of Councils, outlines the relationship between member Councils and incorporates; <ul style="list-style-type: none"> ▪ Members are guaranteed work at the same level that they are currently doing as part of their own RMCC ▪ Members are working to secure more work under with the RMS ▪ Investigate potential structures ▪ Utilises and enhances the scale, capacity and capability of members ▪ Potential for centralising functions that are the same across the members 2. ATTACHMENT D – RMCC Project Proposal outlines the pilot project with the RMS and incorporates; <ul style="list-style-type: none"> ▪ Improved access to systems ▪ Improved safety ▪ Improved quality ▪ Reinvestment of any savings into the works program ▪ Minimum work program and investment of 3 years ▪ Maintenance works including resealing, heavy patching and culverts ▪ Not Ordered Works
COMMENTARY:	Draft documents have been prepared from a MOU template located on the internet; there are paragraphs that describe the obligations of the each of the parties and the scope of the work to be undertaken.

MEMORANDUM OF UNDERSTANDING between Namoi Joint Organisation of Councils, Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council

1. PURPOSE OF THIS DOCUMENT

- 1.1 This Memorandum of Understanding outlines the intentions of Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council to describe an agreed mutual understanding, benefits, common interest, shared goals and expected complementary activities by coordinating Roads Maintenance Council Contracts.
- 1.2 This MOU is not a legal agreement; however all parties commit to using their best endeavours to achieve its purpose.

2. OBJECTIVES

- 2.1 Each Council pledges to collaborate and cooperate in the spirit of mutual understanding and to develop a closer relationship of goodwill and trust.
- 2.2 Each Council will share information with the other relative to their individual Roads Maintenance Council Contracts annually to help promote mutual understanding. Each Council will respect the confidentiality and intellectual ownership of any information shared.
- 2.3 Each Council will investigate and undertake work to facilitate joint projects and other agreed collaborative activities which may include, but are not limited to:
- Collaboration on roads maintenance and activities that strengthen or support the development of the region and its communities.
 - Collaborative applications for grants and funding.
 - Collaborative consultation with stakeholders and the community.
 - Collaborative research and consultancy work.
 - Collaborative supervision and joint delivery.
 - Collaborative and joint delivery of qualification recognition, training, professional development, specialisation and secondment opportunities.
 - Collaborative consultancy work.
 - Collaboration to coordinate functions that are the same across the Councils.
- 2.4 Each Council will respect the name and reputation of the other, and will consult with the other regarding any publicity or external reference to this MOU and to any activity that occurs as a result of this MOU.
- 2.5 In addition to 2.1, 2.2, 2.3 and 2.4, the Councils commits to:
- Councils are guaranteed work at the same level that they are currently doing as part of their own RMCC
 - Councils will not accept works from the RMS in a Local Government Area mentioned in this MOU, without meeting and discussing collaborating on the offered works with the Local Government Areas where the works are to be conducted.
 - Where works are offered to a Council, and that Council deems that it is not able to complete the works, then that Council will contact the Namoi Joint Organisation of Councils to convene a meeting of the Councils to consider if the works can be undertaken as a collective and would utilise and enhance the scale, capacity and capability of members
- 2.6 In addition to 2.1, 2.2, 2.3, 2.4 and 2.5, the Councils commit the Namoi Joint Organisation of Councils to:
- Coordinating and facilitating the identification of pinch points, strategic priorities and safety upgrades on the Namoi roads network.
 - Maintaining and developing intergovernmental relationships and collaboration with NSW Roads and Maritime Services, Transport for NSW and any other department for the Councils

- Providing regional advocacy and leadership for priorities identified in the Namoi Roads Network Strategy.

3. PERIOD OF ARRANGEMENT

- 3.1. This MOU shall commence on the date of its execution by the last party to sign this MOU and shall remain in force for a period of up to three (3) years (with a review to be undertaken every 12 months).
- 3.2. If the MOU remains dormant for a 12 month period, it will be deemed to have lapsed.
- 3.3. The MOU may be renegotiated at any time during the period of the arrangement if the Councils to this MOU deem a review and renegotiation is required.
- 3.4. Any changes to the MOU must be endorsed by recommendation to the Board of Namoi Joint Organisation of Councils with copies of the changes provided to all parties.

4. AGREEMENT BETWEEN PARTIES

- 4.1. Nothing in this MOU shall be construed as creating any legal relationship between the parties; its provisions do not create rights, obligations or duties for the parties. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation.
- 4.2. This MOU shall not prejudice any rights and obligations of any party in any other agreements or conventions.
- 4.3. Any dispute in relation to rights or obligations of any agreements or conventions should be tabled with the Joint Organisation Leadership Team to deliberate and make a determination on the dispute.
- 4.4. The parties may determine that they will enter into a specific project or agreement together, and any agreement will be the subject to contractual arrangements to be determined, and agreed between the parties. Any such agreement shall be mentioned in a "Schedule" attached to this MOU.
- 4.5. The parties acknowledge that all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of each of the individual organisations who are parties to this agreement.
- 4.6. The representatives responsible for this MOU are the General Managers of the Councils.

5. INTELLECTUAL PROPERTY

- 5.1. As part of this MOU, intellectual property may be provided by the parties.
- 5.2. No authority is granted nor implied that would enable any party to distribute or reproduce any Intellectual Property provided as part of this MOU.

6. SIGNATORIES

This Memorandum of Understanding was agreed between Namoi Joint Organisation of Councils, Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council:

MEMORANDUM OF UNDERSTANDING between Namoi Joint Organisation of Councils and NSW Roads and Maritime (Northern Region).

1. PURPOSE OF THIS DOCUMENT

- 1.1 This Memorandum of Understanding outlines the relative intentions of both **Namoi Joint Organisation of Councils** and **NSW Roads and Maritime (Northern Region)** to develop the principles, of a common approach to Roads Maintenance Council contracts across the Namoi Joint Organisation of Councils..
- 1.2 This MOU is not a legal agreement; however all parties commit to using their best endeavours to achieve its purpose.

2. OBJECTIVES

- 2.1 Each party pledges to cooperate in a spirit of mutual understanding and to develop a closer relationship of goodwill and trust.
- 2.2 Each party will share information and each party will respect the confidentiality and intellectual ownership of any information.
- 2.3 The parties will investigate and undertake work to facilitate projects and other agreed activities which may include, but are not limited to:
- Collaborative activities that will identify, permit and provide access to systems that will improve, strengthen and support Councils undertaking works under Roads Maintenance Council Contracts. Priority is given to systems and technologies that improve safety, quality and efficiency.
 - Collaborative activities and arrangements for maintenance works including resealing, heavy patching and culverts and not Ordered Works.
 - Collaborative learning opportunities and training.
 - Collaborative applications for grants and funding.
 - Collaborative consultation with stakeholders and the community to develop arrangements and build confidence.
 - Collaborative research.
 - Collaborative contract management arrangements and potential future structures.
 - Individual and collaborative works.
- 2.4 Each party will respect the name and reputation of the other, and will consult with the other regarding any publicity or external reference to this MOU.
- 2.5. In addition to 2.1, 2.2, 2.3 and 2.4, Namoi Joint Organisation of Councils commits to:
- Coordination of meetings and arrangements with Local Government Authorities who are members of Namoi Joint Organisation of Councils.
- 2.6. In addition to 2.1, 2.2, 2.3 and 2.4, NSW Roads and Maritime (Northern Region) commits to:
- Dedicated representation and participation in activities associated with this MOU.
 - Investment of any efficiencies or savings identified as part of this arrangement will be reinvested into other or additional works under the agreed program of works.

3. PERIOD OF ARRANGEMENT

- 3.1 This MOU shall commence on the date of its execution by the last party to sign the MOU and shall remain in force for a period of up to three (3) years (with a review to be undertaken every 12 months).
- 3.2 If the MOU remains dormant for a 12 month period, it will be deemed to have lapsed.
- 3.3 The MOU may be renegotiated at any time during the period of the arrangement.
- 3.4 Any changes to the MOU must agreed, be documented with copies of the changes provided to both parties.

4. AGREEMENT BETWEEN PARTIES

- 4.1 Nothing in this MOU shall be construed as creating any legal relationship between the parties; its provisions do not create rights, obligations or duties for either party. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation.
- 4.2 This MOU shall not prejudice any rights and obligations of either party in any international agreements or conventions.
- 4.3 If the parties determine that they will enter into a specific project or agreement together, there will contractual arrangements to be determined, and agreed between them. Any subsequent project or agreement as a result of this MOU shall form a “Schedule” attached to this MOU.
- 4.4. The parties acknowledge that, in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the individual parties.

5. INTELLECTUAL PROPERTY

- 5.1 As part of this MOU, intellectual property may be provided by the parties.
- 5.2 No authority is granted nor implied that would enable any party to distribute or reproduce any Intellectual Property provided as part of this MOU.

10. EXECUTIVE OFFICER REPORTS

10.1 ACTIONS LIST – ATTACHMENT E

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	-
Attachments	ATTACHMENT E – Actions List
RECOMMENDATION TO THE BOARD:	THAT, progress on actions is noted.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To record ongoing actions from JOLT and Board meetings.
BACKGROUND:	-
COMMENTARY:	-

ACTION LIST FROM RESOLUTIONS

Completed
 Underway
 Not yet commenced

Date	Strategic Regional Priority	Resolution	Action	Status
02/10/2018	Advocacy and Leadership	Work to commence on the areas discussed for the register of advocacy positions in workshopping.		
02/10/2018	Advocacy and Leadership	The Executive Officer writes to the Mid North Coast Joint Organisation (MNCJO) expressing their support for a joint approach to TROPICAL SODA APPLE.	Completed, further advice is expected from Mid North Coast Joint Organisation.	
04/12/2018	Enabling and Connected Infrastructure	Executive Officer to seek out information about the NSW Energy Policy and priority regions, the Governments response to micro grids and transmission lines planning and future development.		
04/12/2018	Leadership and Advocacy	The summary of Strategic Regional Priorities (prepared for the NSW JO network) for information and discussion as to which priorities can best be supported and collaboratively pursued with the State Government for implementation across the Joint Organisations network is referred to the next JOLT meeting.		
04/12/2018	Water for the Future – Trade and Investment Strategy	JOLT develops and prepares content for a draft Memorandum of Understanding at their next meeting.	Recommendations made in Agenda Item 9.2	
21/01/2019	Water for the Future – Trade and Investment Strategy	Review of the Trade and Investment Strategy at a January workshop with planners and economic development representatives.	Working group to be established to undertake specific tasks.	

10.2 Correspondence Received

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Advocacy and Leadership
Attachments	ATTACHMENT F – Copy of Correspondence from The Hon. Scott Buchholz MP ATTACHMENT G – Copy of Correspondence from The Hon. Barnaby Joyce MP ATTACHMENT H – Copy of Correspondence from The Hon. Simon Birmingham ATTACHMENT I – Copy of Correspondence from The Hon. Karen Andrews MP
RECOMMENDATION TO THE BOARD:	THAT, the correspondence received is noted.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide Members with copies of correspondence received by Namoi Unlimited.
BACKGROUND:	-
COMMENTARY:	-



The Hon Scott Buchholz MP

Assistant Minister for Roads and Transport
Federal Member for Wright

Ref: MC18-008125

3 DEC 2018

The Hon Barnaby Joyce MP
Special Envoy for Drought Assistance and Recovery
Member for New England
PO Box 963
TAMWORTH NSW 2340

RECEIVED
11 DEC 2018

BY:

Dear Mr Joyce

Thank you for your letter of 30 October 2018 on behalf of Ms Rebel Thomson, Executive Officer, Namoi Unlimited, regarding the Namoi Roads Network Strategy.

I would like to acknowledge the local councils who have collaborated to establish Namoi Unlimited and work together to develop regional opportunities in the Namoi region. I appreciated the opportunity to meet with Namoi Unlimited recently who presented the Namoi Roads Network Strategy and highlighted the need for a corridor approach to funding road freight corridors within the Namoi Unlimited area. It was particularly useful to understand the influence of identified pinch points on the local freight corridors, such as the influence of the Bingara Road pinch point on Thunderbolts Way.

The Australian Government's \$3.5 billion Roads of Strategic Importance initiative (ROSI) will invest in key freight corridors to improve productivity and efficiency on Australia's key freight roads, to provide better connections between agricultural regions and ports, airports and other transport hubs and better access for tourism, mining and other sectors. To inform the identification of corridors for consideration under ROSI, the Department of Infrastructure, Regional Development and Cities' is undertaking an analysis of relevant data and evidence to further understand the challenges and opportunities across Australia's road networks. The Namoi Roads Network Strategy will be included in the assessment work of the New South Wales ROSI priorities.

Further, the Australian Government works with jurisdictions to determine and fund priority projects. The inclusion of projects in the Australian Government's infrastructure investment program is dependent on the availability of funding and the prioritisation by jurisdictions. Should the New South Wales Government prioritise the upgrade of any of the freight corridors or pinch points in the Namoi Unlimited area, the Australian Government would consider a proposal under a future infrastructure investment program.

The Hon Scott Buchholz MP
Parliament House Canberra | (02) 6277 4144 | minister.buchholz@infrastructure.gov.au
21 William Street, Beaudesert QLD 4285 | scott.buchholz.mp@aph.gov.au

If any of the Namoi Unlimited councils have existing infrastructure spending provided by the Australian Government and they would like to consider bringing forward expenditure or changing the schedule of project construction, I welcome, indeed urge, a proposal be provided to the Department for consideration. Proposals should be provided as soon as possible and councils will be contacted in coming days to discuss this process. For any further information, the councils are welcome to contact Diana Hallam, Executive Director of the Drought Taskforce at the Department, who can be contacted on by email at diana.hallam@infrastructure.gov.au or by telephone on 02 6274 6460.

Thank you for bringing Ms Thomson's concerns to my attention and I trust this is of assistance.

Yours sincerely



Scott Buchholz



14 January 2019

Cr Jamie Chaffey
Chairperson
Namoi Unlimited
Mayor
Gunnedah Shire Council
PO Box 555
TAMWORTH NSW 2340

Via e-mail: r.thomson@namoiunlimited.nsw.gov.au

Dear Cr Chaffey

Thank you for sending to me a copy of your letter dated 9 January, 2019 addressed to the Minister for Regional Services, Sport, Local Government and Decentralisation, Senator the Hon Bridget McKenzie, regarding the Drought Communities Program and calls by Namoi Unlimited for the Program to be extended for an additional round of funding.

I have noted your comments in relation to this matter and appreciate receiving a copy of your letter.

I have written to Minister McKenzie asking if consideration could be given to Namoi Unlimited's request in light of the points raised in your letter and for her advice.

Thank you once again for writing and I will be in touch with you as soon as I have received a reply to my representations.

Kind regards.

Yours sincerely

The Hon Barnaby Joyce MP
Federal Member for New England

bj.lt.tam

Principal Office - Tamworth

All Mail: PO Box 963, Tamworth NSW 2340
Shop 5, 259 Peel Street, Tamworth NSW 2340
ph 02 6761 3080 **fax** 02 6761 3380

Tenterfield Office

255 Rouse Street, Tenterfield NSW 2372
ph 02 6736 1099 **fax** 02 6736 1433

Authorised by Barnaby Joyce MP, The Nationals, Tamworth, NSW

barnaby.joyce.mp@aph.gov.au www.barnabyjoyce.com.au www.facebook.com/BarnabyJoyceMP





Senator the Hon Simon Birmingham

Minister for Trade, Tourism and Investment
Deputy Leader of the Government in the Senate
Senator for South Australia

Our Ref: MC18-009798

The Hon Barnaby Joyce MP
Member for New England
PO Box 963
TAMWORTH NSW 2340

RECEIVED
- 7 JAN 2019
BY:

Dear Mr Joyce

Thank you for your letter of 30 October 2018 on behalf of Namoi Unlimited about promoting trade and investment opportunities in the Namoi region.

The Liberal National Government is committed to supporting the success of Australia's agri-food and tourism services enterprises. As you may be aware, two businesses in the Namoi region received Export Market Development Grants in the last financial year valued at \$46,920. Local governments, in certain circumstances, may be eligible for Export Market Development Grants and other Austrade assistance. Please contact Dom Bilbie, Assistant General Manager, Client Programs, on (02) 9392 2186 or at dominic.bilbie@austrade.gov.au to discuss the assistance that Austrade could provide, including EMDG potential. I share your support for Namoi Unlimited's application for the SME Export Hub Program and have copied this letter to the Minister for Industry, Science and Technology, the Hon Karen Andrews MP, as the responsible minister.

I note Namoi Unlimited has identified trade and investment opportunities in Zhejiang and Guangdong provinces in China. Australia's exports to China have increased significantly since the Government delivered the Australia-China Free Trade Agreement in 2015. Moreover, demand for Australian products from China's growing middle class is forecast to continue to increase and underpin ongoing opportunities for competitive Australian exporters.

When I led Australia's participation at the International Import Expo in Shanghai from 5-10 November this year, Australian business people told me the business environment in China was both challenging and rewarding. Earlier this year we assisted Namoi Cotton in navigating the complexities of the cotton seed trade with China. I have asked Austrade to connect Namoi Unlimited with Austrade officers in China to offer assistance as required.

Thank you for bringing this matter to my attention.

Yours sincerely

Simon Birmingham

20 DEC 2018

cc. Minister for Industry, Science and Technology, the Hon Karen Andrews MP

Adelaide
107 Sir Donald Bradman Drive, Hilton SA 5033
Ph 08 8354 1644

Canberra
Parliament House Canberra ACT 2600
Ph 02 6277 7420



The Hon Karen Andrews MP
Minister for Industry, Science and Technology

MC18-003574

The Hon Barnaby Joyce MP
Member for New England
PO Box 963
TAMWORTH NSW 2340

RECEIVED
- 7 JAN 2018

Dear Mr ~~Joyce~~ *Barnaby*

BY:

Thank you for your letters of 31 October and 3 December 2018 concerning representations you have received from Namoi Unlimited about their Stage 1 Expression of Interest (EOI) under the Small and Medium Enterprises (SME) Export Hubs grant opportunity. I apologise for the delay in responding.

SME Export Hubs provides funding tailored to assist regions and organisations support export capable SMEs and I appreciate the effort that Namoi Unlimited has put into preparing their application. I understand their disappointment at not being invited to submit a Stage 2 application. The decision on which applicants were invited to submit a Stage 2 application was made by a delegate in my department in line with the Grant Opportunity Guidelines.

My department has advised that Stage 1 of the program was highly competitive. In making the Stage 1 decision, the delegate considered an assessment of claims against the Stage 1 merit criterion and advice from related Growth Centres on the capability, capacity, likelihood of success and alignment of the Expression of Interest (EOI) with the Growth Centre strategic priorities. Although Namoi Unlimited's EOI addressed the merit criterion and received positive feedback from the related Growth Centre, it aligned to a lesser degree than others and as a result was not successful.

I am aware that Mr Grayson Wolfgang, AusIndustry Regional Manager, and the local Austrade/Tradestart advisor have met previously with representatives of Namoi. Mr Wolfgang also met with Ms Rebel Thomson on 11 December 2018 to discuss their priorities and will continue to provide advice to Namoi on support options available to them.

Thank you for writing on this matter.

Yours sincerely

Karen Andrews

20 /12/2018

10.3 The Value Proposition – ATTACHMENT J

Author Executive Officer

Policy -

Legal -

Financial -

Strategic Link 2018-2019 Strategic Regional Plan

Attachments ATTACHMENT J – July to December Value Report

RECOMMENDATION
TO THE BOARD: THAT, the Value Report for the period July 2018 to December 2018 is
endorsed by the Board.

THAT, Member's present the July to December Value Report to their
individual Councils.

AMENDED/ENDORSED

MOVED:

SECONDED:

REJECTED/CARRIED

PURPOSE: To articulate the value of activity being undertaken by Members and the Joint
Organisation of Councils.

BACKGROUND: Members have resolved to develop a Value's Report for the Joint
Organisation.

The report is expected to:

- Record activity that demonstrates value to Councils
- Record progress against the Strategic Regional Priorities and
Business Plan
- Value activity by grants
- Value the activity of the Executive Officer
- Value the activity of member Councils participation
- Provide to Councils a report that can be shared with Councillors and
staff

COMMENTARY: The first iteration of the Joint Organisation Value Report was provided to
JOLT in December 2018 and January 2019.

The first iteration is provided to the Board.



NAMOI UNLIMITED

Premier agricultural region in Australia

Member Value Report

1 July to 31 December 2018

This report is designed to provide Members of Namoi Unlimited a Joint Organisation of Councils in NSW with an outputs report for a period of time.

Its intent is to provide Members with information that they can share with their stakeholders and their communities to demonstrate the value of being part of a collaboration tasked with strategic regional priorities and plans to achieve those priorities, advocacy and leadership as well as inter-governmental relations.

1 STRATEGIC REGIONAL PRIORITIES

1.1 Water for the Future

Strategic investment up to \$130,000

Project Commenced: December 2018

Project Concludes: May 2019

The Water for the Future project is identified as a critical piece of analysis for Namoi Unlimited. Consultants Rhelm were appointed in December 2018 to complete this five month task.

This project will provide for across Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council an analysis that will:

- Audit current sources and availability of water, in our communities to identify supply, security and access issues now and potentially 20 years into the future.

The identification of constraints and opportunities will enable the region to develop a regional focus and priorities for funding for water access and infrastructure.

- In addition to identifying the priorities, the consultants will also provide advice as to the issues, opportunities and impacts for agriculture, agricultural products, commodities, supply and value chains, as well as services that are dependant on water security and supply. Agriculture is the region's primary industry and the Joint Organisation will continue to shape its focus and directions to support agriculture and innovation.
- Potential focus and directions will consider the impacts of climate change, access to new domestic and international markets, future demand for agricultural commodities and products and enabling infrastructure.

1.2 Trade and Investment Strategy

Strategic investment up to \$63,500 including the budget and \$20,000 from the Australia-China Council

Project Commenced: July 2018

Project Concludes: June 2019

- Development of a regional Trade and Investment Strategy led by Sponsors Tamworth Regional Council and Gunnedah Shire Council.
- Investment opportunities circulated to Councils.
- Partnership with Ningbo Agricultural Bureau for export and trade is to be expanded to the Ningbo Foreign Affairs Office to pursue economic and cultural opportunities.

PROJECT 1: Delegation from Ningbo, China

A delegation of business and Government officials from Ningbo visited the Namoi region in August 2018. This was an opportunity for people from Ningbo to see first hand the opportunities across the five Local Government Areas. There are a number of potential relationships that have developed from this reciprocal visit:

- Investment in the Gunnedah abattoir project
- Clarification about plant species entry into Australia
- Potential for producers to grow a specific Chinese melon

In addition to the Ningbo delegation, the region also hosted Mr John O from Sinda Foods in August 2018. The potential outcomes from this relationship are:

- Product enhancements with flour products produced in the Namoi region.
- Marketing and promotional opportunities for future Namoi product showcases in China with Mr O a renown chef

PROJECT 2: Export Study Tour, Ningbo China

The study proposed for November 2018 was postponed due to ongoing dry conditions in the region. A new proposal has been developed for May 2019.

1.3 Enabled and Connected Infrastructure

Strategic investment up to \$25,000

Project Commenced: July 2018

Project Concludes: June 2019

Respond to and participate in pilot programs to identify inhibitors and enablers across the network of roads, rail, air, energy and telecommunications infrastructure, and policy such as the RMCC pilot program with the RMS.

Agreement of members to develop two Memorandum's of Understanding to articulate the relationship and assurances needed to move into a potential RMCC pilot. The second draft agreement to investigate a collaborative approach to maintenance works including resealing, heavy patching and culverts.

2 INTER-GOVERNMENTAL RELATIONS

One of the key functions of a Joint Organisation is inter-governmental relations and the Joint Organisation has participated in a number of key stakeholder groups for Councils:

- New England North West Regional Leadership Executive
 - New England North West Drought Taskgroup
 - Northern NSW Renewables Working Group
 - New England North West Regional Economic Development Sub-Committee
- New England North West Regional Plan 2036

3 ADVOCACY AND LEADERSHIP

Members participated in an Advocacy and Leadership visit to Canberra. Members met with;

- Minister for Education – The Hon Daniel Tehan MP
- Senior Adviser Tim Neal to the Minister for Energy - The Hon Angus Taylor MP

- The Hon Mark Coulton MP, Member for Parkes
- The Hon Barnaby Joyce MP, Member for New England
- Assistant Minister for Agriculture and Water Resources, Senator Richard Colbeck
- Advisor to attend on behalf of Minister for Trade, Tourism and Investment, Senator Simon Birmingham
- Assistant Minister for Trade, Tourism and Investment - The Hon Mark Coulton MP
- Canberra Region Joint Organisation of Councils
- Minister for Regional Services, Minister for Sport, Minister for Local Government and Decentralisation – Senator The Hon Bridget McKenzie
- Senior Adviser to the Minister for Local Government
- Senior Adviser to the Minister for Communications - Senator the Hon Mitch Fifield
- Senior Adviser, Small Business
- Senior Adviser, Skills
- Assistant Minister for Roads and Transport – The Hon Scott Buchholz MP
- Regional Australia Institute

4 GENERAL

In October, Member Council representatives met with The Hon Scott Buchholz MP the Assistant Minister for Roads and Transport in Canberra. The Assistant Minister provided a list of funding that has been secured by Councils in the Namoi region.

Heavy Vehicle Safety and Productivity Program (HVSPP)

- The Australian Government is providing \$21.2 million to fund nine projects in Namoi Unlimited local government areas under Rounds Four to Six of the HVSPP.

Bridges Renewal Program (BRP)

- The Australian Government is providing \$6.2 million to fund 13 projects in Namoi Unlimited local government areas under the BRP.

Roads to Recovery

- The Australian Government is providing \$54.3 million to Namoi Unlimited member councils from 2014-15 to 2018-19 under the Roads to Recovery program to go to council recommended roadworks.

Black Spot

- The Australian Government has provided \$4.7 million to fund 19 projects in Namoi Unlimited local government areas from 2013-14 to 2018-19 under the Black Spot program.

ALIGNMENT TO THE STRATEGIC REGIONAL PRIORITIES	ALIGNMENT TO KEY FUNCTIONS	ACTIVITY AND DESCRIPTION	MEMBER BENEFIT	CASH VALUE TO COUNCILS (includes annual budget expenditure and grant funding)	IN-KIND VALUE TO COUNCILS (includes annual budget expenditure and grant funding)	STAFF INVESTMENT (Based on \$200 per hour x five for the Executive Officer.)		STATUS		
						Executive Officer	Member Councils Contribution		Completed	
									Pending or Ongoing	
									Not proceeding	
Water for the Future Enabled and Connected Infrastructure Engaged People seeking Skills for the Future	Strategic Regional Plan and priorities	2018-2021 year strategic regional plan and priorities. 2018-2019 Annual Business Plan.	ALL	\$12,000	-	\$32,000	\$16,000			
	Inter-governmental Collaboration	New England North West Regional Leadership Executive	ALL	-	-	\$6,000	-			
		New England North West Regional Economic Development Sub-Committee	ALL	-	-	\$3,000	-			
		New England North West Regional Plan 2036 – monitoring committee and project liaison for the Joint Organisation, completed projects include:	ALL	-	-	\$8,000				
		<ul style="list-style-type: none"> Prepare a Regional Intensive Agribusiness Strategy to foster ongoing investment, specify guidelines for intensive agriculture and food processing and map suitable future precincts for these uses. Map important agricultural land and develop guidelines to support the implementation of the important agricultural land mapping through local plans. Deliver an annual New England North West Housing and Land Monitor Prepare guidelines for local housing strategies that will provide guidance on planning for local affordable housing needs. 								
		Support for the Thriving Small Towns initiative under the Regional Leadership Executive	LPSC	-	-	-	-			
	Advocacy and Leadership	NSW Joint Organisation Executive Officer and Chairs Network	ALL	-	-	\$14,000	-			
		Canberra Advocacy event – representation to Ministers and advisors for education, Local Government and regional development, energy, trade and investment, drought and Local Members of Parliament and discussions with the Regional Australia Institute.	ALL	\$10,000	-	\$10,000	-			
		Community consultations representations Farm Household Assistance Review	ALL	-	-	\$1,500	-			
Water for the Future	Planning and Prioritisation Inter-governmental Collaboration Advocacy and Leadership	Water for the Future Strategic Regional Project planning and documents, selection of consultants and contract ting of consultants.	ALL	\$6,000	-	\$20,000	-			
		Certification and training opportunities for collaboration and best practice across water operations.	ALL	\$25,750	-	-	\$28,590			
		Trade and Investment Strategy	ALL	-	-	\$20,000	\$8,000			
		Trade and Investment Strategy Projects	ALL	\$20,000	-	\$20,000	\$5,000			
		<ul style="list-style-type: none"> Project 1 – Ningbo Government Mission Project 2 – Sinda Foods Visit Project 3 – China Study Tour for Exporters 								
		Small and Medium Enterprises Export Hub application to develop and support the network of exporters in the Namoi region.								
		NSW Regional Economic Development (DPC) Investment Attraction Training	ALL	-	-	\$12,800	\$3,200			
		MOU with a potential investor around a bio-energy opportunity for cotton	ALL (except WC)	-	-	\$1,200	-			
		Potential dairy investor	WC	-	-	-	-			
		Poultry enquiry for chicken feet and chicken middle joint wings starting at 10 containers of each product category.	TRC	-	-	-	-			
	Planning and Prioritisation	Representation of Member Councils with Safe and Secure Water to facilitate opportunities with government and partners for investment into the provision of water, infrastructure and skills.	ALL	-	-	\$2,000	-			

	Inter-governmental Collaboration	New England North West Drought Task group – distribution of factsheets, program information and contacts.	ALL	-	-	\$7,500	-		
		Namoi environmental water and floodplain harvesting working group with NSW Office of Environment.	ALL	-	-	\$2,000			
	Advocacy and Leadership	Annual membership of the Water Industry Association	ALL	-	-	-	\$11,000		
Enabled and Connected Infrastructure	Planning and Prioritisation Inter-governmental Collaboration Advocacy and Leadership	Representation at the Regional Telecommunications Review, assessment of the review findings and the Government response. Preparation of priorities aligned to the 20 year Vision for Regional NSW and the REDs	ALL	-	-	\$2,000	\$800		
	Planning and Prioritisation	Namoi Roads Network Strategy Roads and Transport Working Group	ALL	-	-	\$30,000	\$12,000		
		Network Business Case – Stage 2	ALL	\$100,000	-	\$83,200	\$12,000		
		▪ Fossickers Way Corridor	GWSC, TRC	-	-	-	\$9,360,000	Business Case to be reviewed	
		▪ Tamworth Corridor	TRC	-	-	-	\$16,074,000		
		▪ Thunderbolts Way Corridor	WC, TRC	-	-	-	\$11,342,400		
		▪ Werris Creek Road Corridor	TRC, LPSC	-	-	-	\$25,000,000		
		▪ Heavy Vehicle Safety Productivity Program (HVSPP) for Grain Valley Road	GSC	\$3,850,000	-	-	\$10,000		
		▪ Liverpool Plains and Gunnedah Shire Corridor	LPSC, GSC	-	-	-	\$30,990,000		
		Regional approach to the NRMA electric vehicle charging stations roll-out.	ALL	-	-	-	-		
		Renewables investor HITE targeting projects for solar or wind farms, no less than 50MW, financing or acquiring.	ALL	-	-	-	EXPORT LEAD		
	Intergovernmental Collaboration	Northern NSW Renewables Project and Forum	ALL	-	\$8,000	\$800	INFORMATION		
	Planning and Prioritisation	Contracts and revenue sharing agreement between a Material Recovery Facility and councils from the NSW Container Deposit Scheme.	ALL	-	\$10,000	-	-		
	Engaged People seeking Skills for the Future	Inter-governmental Collaboration	Facilitation and coordination of discussions about NSW Population Futures with NSW Population and Land Use Analytics.	ALL	-	-	\$3,200	\$1,500	
			New England North West Bio-diversity project officer is managed by Gwydir Shire Council	ALL	\$70,000	-	\$2,000	\$10,000	
NSW Information Commission CEO presentation to the region and the Board about public confidence and good governance.			ALL	-	-	\$3,200	\$1,500		
Gunnedah Shire Council will represent the region on the Department of Planning Council Stakeholders Panel.			ALL	-	-	-	\$3,200		
Application for funding for a regional Contaminated Lands Officer for 3 years.			ALL	\$420,000	\$12,000	\$3,200	\$1,500		
Heritage Near Me program and the Energy Management Services program training and grants program.			ALL	-	-	-	INFORMATION		
Advocacy and Leadership			Local Government Skills Strategy, 14 courses approved with 77 staff across the Councils commencing training, potentially 32 have completed their training. (Funding received by Councils is estimated from the average course cost of previous training approved, as figures are not able to be provided by Training Services NSW, estimate is 14 courses x 45 people @ \$1279)	ALL	\$805,770	-	\$10,000	\$10,000	



NAMOI UNLIMITED

Premier agricultural region in Australia

10.4 Policy

10.4.1 Policy Steering Committees and Working Groups – ATTACHMENTS L, M and N

Author	Executive Officer
Policy	Endorsement of steering committees and working groups, an annual register of steering committees and working groups, template for appointment of members
Legal	NSW Local Government Act 1993 (the Act) NSW Local Government (General) Regulation 2005 (the Regulation) NSW Local Government Amendment (Regional Joint Organisations) Act 2017 No 65
Financial	Nil
Strategic Link	Operational coordination of Strategic Regional Priorities
Attachments	ATTACHMENT L – Steering Committee and Working Group Policy ATTACHMENT M – Steering Committee and Working Group Register ATTACHMENT N – Steering Committee and Working Group Nominee Form
RECOMMENDATION TO THE BOARD:	THAT, the Policy, Register and Nominee Acceptance Form is endorsed and implemented.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To update documents relating to the appointment of working groups and steering committees for Namoi Unlimited.
BACKGROUND:	Namoi Unlimited previous had a Terms of Reference for Working Groups that provided; an outline of the working groups and their roles for Namoi Unlimited and the way in which working groups of member Councils and their representative were to operate.
COMMENTARY:	<p>As part of the development of the 2018-2021 Strategic Regional Priorities and plan, Namoi Unlimited may require the assistance of internal and external stakeholders to assist with the pursuit of actions.</p> <p>This assistance is described as (1) Steering Committees and (2) Working Groups.</p> <p>Steering Committees are groups of internal and external stakeholders and Working Groups are only internal stakeholders.</p> <p>The policy describes how Namoi Unlimited will appoint steering committees and working groups.</p> <p>The register describes the groups endorsed by Namoi Unlimited, the functions and members of groups.</p> <p>The Nominee Acceptance Form finalises the appointment process and ensures nominees acknowledge their role and responsibilities.</p> <p>There were some operational working groups previously established by</p>

Namoi Unlimited who's roles and responsibilities.

Groups that are currently operating or are to be reinitiated are provided in the register.

The groups that were previously established and roles now currently rest with JOLT to determine the functions, value and activity are:

- Procurement and Plant Group with the objective to identify administrative and operational efficiencies or savings from regional procurement and purchasing.
 - HR and Workforce Development with objectives to:
 - promote strategic role of HR in a Councils' management and operational performance;
 - investigate the benefits of a regional strategic collaborative approach to HR;
 - develop relationships to preserve the strategic capacity, identity, resilience and sustainability of individual Councils;
 - broker delivery of high quality staff professional and occupational training and development;
 - investigate opportunities and demand for staff interchanges and secondment;
 - develop a regional benchmarking and best practice program including workforce profile, skills and specialist expertise data base and a register of Council productivity improvement initiatives; and
 - a Regional Workforce Strategy identifying the range issues and priorities attract and retain the workforce.
-

ATTACHMENT L – Steering Committee and Working Group Policy

Date	Type	Version	Revisions	Endorsed
05 Feb 2019	Draft endorsed by the Board	1		

Abstract

This Policy outlines the guiding principles and standards by which Steering Committees and Working Groups are determined, appointed and endorsed by Namoi Joint Organisation of Councils trading as Namoi Unlimited.

Endorsed by Members of Namoi Unlimited

Approved 5 February 2019

Policy Custodian Executive Officer

Relevant to The Executive Officer and any other staff employed by Namoi Unlimited. Staff, internal and external stakeholders employed or engaged by Member Councils, organisations, businesses or agencies invited to participate in a group.

Related Legislation and Guidelines

- [*NSW Local Government Act 1993 \(the Act\)*](#)
- [*NSW Local Government \(General\) Regulation 2005 \(the Regulation\)*](#)
- [*NSW Local Government Amendment \(Regional Joint Organisations\) Act 2017 No 65*](#)
- [*GOVERNMENT INFORMATION \(PUBLIC ACCESS\) ACT 2009*](#)
- Any other relevant legislation

Related Documents

ATTACHMENT 004-1	Steering Committee and Working Group Policy
ATTACHMENT 004-2	Steering Committee and Working Group Register
ATTACHMENT 004-3	Steering Committee and Working Group Nominee Form

Definitions

A Project Plan is a document that describes the project, actions and activities to be undertaken by Namoi Unlimited, and informs the actions of any steering committee of working group.

A Steering Committee is a partnership between representatives of Namoi Unlimited, Member Councils, external parties or identified stakeholders to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

A Working Group is a partnership between Namoi Unlimited employees and representatives of Member Councils to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

Any definitions not described can be found in the Namoi Unlimited in the Charter, the Code of Meeting Practice and any other official document of Namoi Unlimited.

Commencement

This policy and associated documents commences on 6 February 2019.

1. PURPOSE

This Policy outlines the guiding principles and standards by which Steering Committees and Working Groups are determined, appointed and endorsed by Namoi Joint Organisation of Councils trading as Namoi Unlimited.

2. OBJECTIVES

To outline the guiding principles and standards for the establishment of Steering Committees and Working Groups aligned to Namoi Unlimited.

Namoi Unlimited values the highest professional standards in its business dealings and the spending of Member Council funds.

3. SCOPE

The scope of any project or activity to be conducted by a working group or steering committee will be described in a Project Plan that is endorsed by the Board prior to the commencement of the project activity.

4. DELEGATION

As an advisory group this Policy applies in full to any person who agrees and accepts an invitation to be part of a working group or steering committee endorsed by Namoi Unlimited.

The delegation to the Board is described in NSW Local Government Amendment (Regional Joint Organisations) Act 2017 No 65 and related documents.

The delegation of the Joint Organisation Leadership Team (JOLT) is described in the Charter of Namoi Unlimited.

5. PRINCIPLES

The values of Namoi Unlimited are that members of steering committees and working groups will:

- actively collaborate to lead and empower each other;
- engage actively, honestly and ethically; and
- be transparent and accountable to the communities and organisations they represent.

6. FAIRNESS AND EQUALITY

Namoi Unlimited will not participate in any action which may be deemed as illegal, collusion, release of 'commercial in confidence' information, a conflict of interest, or bias.

Staff and representatives are not permitted to accept nor seek out any gifts or favours and will disclose or discontinue any and all dealings with organisations who engage in unethical conduct.

Staff and representatives will disclose any perceived, potential or actual conflict of interest.

7. RESPONSIBILITIES

7.1 Board of Namoi Unlimited

- (i) The Board of Namoi Unlimited will resolve to (1) appoint any steering committee or working group (2) appoint internal and external stakeholders to any steering committee or working group for a specific purpose and timeframe.
- (ii) The Board may nominate a Member Council or the Joint Organisation Leadership Team to be the Sponsor representative to Chair a working group and or steering committee.
- (iii) The Board may at any time request the Chair of a working group or steering committee or the Executive Officer to review the activity and progress of any group and provide reports.

7.2 Member Councils

Member Sponsors may attend steering committee or working group meetings to guide and monitor the activity of any group to ensure any steering committee or working group is meeting the objectives of the Project Plan.

7.3 Executive Officer

- (i) Once endorsed by the Board, the Executive Officer will issue invitations by way of a Nomination Form to individuals identified to be appointed to any steering committee or working group.
- (ii) The Executive Officer or their nominee is responsible for providing business papers, agendas and reports of any steering committees or working group meetings.
- (iii) The Executive Officer or their nominee will be the nominated minute taker for the meeting.

7.4 Steering Committee or Working Group Members

The role and responsibilities of steering committee and working group members will be outlined in the appointment form. In general, Members will treat each other with respect and be open and honest in their deliberations. Members of any steering committee or working group will commit to:

- attending scheduled meetings
- championing the collaboration of Namoi Unlimited and its activities
- share communications and information
- make timely recommendations and take action
- notifying members of any matter or conflict of interest that arises, which may impact the intent of the working group or the project activity being undertaken
- maintain confidentiality

8. REVIEW, FEEDBACK, CONSULTATION AND APPROVAL

8.1 Feedback and Consultation

- (i) Members may consult, seek feedback and provide evidence to support or reject a steering committee or working group.
- (ii) Members of steering committees and working groups should be reviewed annually and re-established (if required) annually.

8.2 Approval

A steering committee or working group is an advisory group to the Board of Namoi Unlimited and as an advisory group the expectation of the Board is that participants will participate actively to provide advice and recommendations to the decision makers of Namoi Unlimited.

8.3 Rescissions and Replacements

This document replaces any previous documents which were rescinded as from the date described in this document.

8.4 Review

This policy and the associated documents will be reviewed every two years.

ATTACHMENT M – Steering Committee and Working Group Register

Date	Type	Version	Revisions	Endorsed
05 Feb 2019	Draft endorsed by the Board	1		

Abstract

This Policy outlines the guiding principles and standards by which Steering Committees and Working Groups are determined, appointed and endorsed by Namoi Joint Organisation of Councils trading as Namoi Unlimited.

Endorsed by Members of Namoi Unlimited

Approved 5 February 2019

Policy Custodian Executive Officer

Relevant to The Executive Officer and any other staff employed by Namoi Unlimited. Staff, internal and external stakeholders employed or engaged by Member Councils, organisations, businesses or agencies invited to participate in a group.

Related Legislation and Guidelines

- [*NSW Local Government Act 1993 \(the Act\)*](#)
- [*NSW Local Government \(General\) Regulation 2005 \(the Regulation\)*](#)
- [*NSW Local Government Amendment \(Regional Joint Organisations\) Act 2017 No 65*](#)
- [*GOVERNMENT INFORMATION \(PUBLIC ACCESS\) ACT 2009*](#)
- Any other relevant legislation

Related Documents

ATTACHMENT 004-1 Steering Committee and Working Group Policy
ATTACHMENT 004-2 Steering Committee and Working Group Register
ATTACHMENT 004-3 Steering Committee and Working Group Nominee Form

Definitions

A Project Plan is a document that describes the project, actions and activities to be undertaken by Namoi Unlimited, and informs the actions of any steering committee of working group.

A Steering Committee is a partnership between representatives of Namoi Unlimited, Member Councils, external parties or identified stakeholders to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

A Working Group is a partnership between Namoi Unlimited employees and representatives of Member Councils to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

Any definitions not described can be found in the Namoi Unlimited in the Charter, the Code of Meeting Practice and any other official document of Namoi Unlimited.

Commencement

This policy and associated documents commences on 6 February 2019.

PURPOSE:

A **Working Group** established to collaborate on the supply, access, security, service functions, management and operation of water and sewer facilities.

OBJECTIVES:

1. To identify activities to collaborate and cooperate across water and sewer operations.
2. To identify efficiencies and sustainability of water and sewer operations and operating costs through bulk purchasing of consultancies, goods and services.
3. To support the retention of community ownership of water and sewer assets and infrastructure.
4. To identify opportunities for resource sharing, funding, best practice, management, audit, risk and compliance.
5. To coordinate and complete staff training, performance, mentoring and development.
6. To draft advocacy and provide advice to the Board and make informed submissions on issues effecting water and sewer operations.

SPONSOR Tamworth Regional Council

MEMBERS Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council

PURPOSE:

A **Working Group** established to collaborate functions and activities described in the Namoi Trade and Investment Strategy.

OBJECTIVES:

1. To identify activities to collaborate and cooperate across trade and investment.
2. To identify efficiencies and sustainability.
3. To identify opportunities for resource sharing, funding, best practice, management, audit, risk and compliance.
4. To draft advocacy and provide advice to the Board and make informed submissions on issues effecting trade and investment.

SPONSOR Gunnedah Shire Council

MEMBERS Tamworth Regional Council and Gunnedah Shire Council

PURPOSE:

A **Steering Committee** established to collaborate on strategic landuse planning and development.

OBJECTIVES:

1. To identify inter-governmental and collaborative opportunities under the 2036 New England North West Regional Plan and the 2018-2021 Strategic Regional Plan including; intensive agriculture land use and planning, housing and land monitoring, Local Strategic Planning requirements.
2. To provide advice from community consultation about planning and development.
3. To nominate and share information among Councils relating to NSW Government legislation and reform in planning, development and environment.
4. To draft advocacy and provide advice to the Board and make informed submissions on issues on planning, development and the environment.

SPONSOR Tamworth Regional Council

MEMBERS Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council

NSW Department of Planning and Environment

PURPOSE:

A **Steering Committee** established to collaborate and develop a road network that prioritises and focusses on freight, safety and regional development.

OBJECTIVES:

1. To adopt and implement a regionally agreed hierarchy and classification system for local and regional roads based on the IPWEA Local Government Functional Road Classification System.
2. To develop a regional and consistent asset management strategy.
3. To develop and implement a regional approach to road traffic data and counts to better understanding regional and local road users, freight destination and origin data.
4. To collaborate and form an integrated road network strategy and plan.

SPONSORS Gwydir Shire Council and Walcha Council

MEMBERS Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council

NSW Roads and Maritime Services

PURPOSE:

A **Steering Committee** established to provide advice and collaborate to complete tasks associated with the Water for the Future Project Plan.

OBJECTIVES:

1. To provide advice that identifies and prioritises the key constraints, opportunities and innovations to secure the supply of water for communities, businesses and Local Government.
2. To provide advice that identifies and prioritises opportunities and partnerships for agriculture, agricultural products, commodities, supply and value chains, as well as services.
3. To provide advice that identifies and prioritises opportunities to address change, by diversifying, opening and establishing and new markets for producers.

SPONSORS Gunnedah Shire Council and Tamworth Regional Council

MEMBERS Walcha Council, Tamworth Regional Council, Liverpool Plains Shire Council, Gunnedah Shire Council and Gwydir Shire Council

NSW Government Water Policy and Strategy

NSW Department of Premier and Cabinet (Regional)

ATTACHMENT N – Steering Committee and Working Group Nominee Form

Date	Type	Version	Revisions	Endorsed
05 Feb 2019	Draft endorsed by the Board	1		

Abstract

This Policy outlines the guiding principles and standards by which Steering Committees and Working Groups are determined, appointed and endorsed by Namoi Joint Organisation of Councils trading as Namoi Unlimited.

Endorsed by Members of Namoi Unlimited

Approved 5 February 2019

Policy Custodian Executive Officer

Relevant to The Executive Officer and any other staff employed by Namoi Unlimited. Staff, internal and external stakeholders employed or engaged by Member Councils, organisations, businesses or agencies invited to participate in a group.

Related Legislation and Guidelines

- [NSW Local Government Act 1993 \(the Act\)](#)
- [NSW Local Government \(General\) Regulation 2005 \(the Regulation\)](#)
- [NSW Local Government Amendment \(Regional Joint Organisations\) Act 2017 No 65](#)
- [GOVERNMENT INFORMATION \(PUBLIC ACCESS\) ACT 2009](#)
- Any other relevant legislation

Related Documents

ATTACHMENT 004-1	Steering Committee and Working Group Policy
ATTACHMENT 004-2	Steering Committee and Working Group Register
ATTACHMENT 004-3	Steering Committee and Working Group Nominee Form

Definitions

A Project Plan is a document that describes the project, actions and activities to be undertaken by Namoi Unlimited, and informs the actions of any steering committee of working group.

A Steering Committee is a partnership between representatives of Namoi Unlimited, Member Councils, external parties or identified stakeholders to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

A Working Group is a partnership between Namoi Unlimited employees and representatives of Member Councils to provide advice and undertake specific and collaborative project activities for Namoi Unlimited.

Any definitions not described can be found in the Namoi Unlimited in the Charter, the Code of Meeting Practice and any other official document of Namoi Unlimited.

Commencement

This policy and associated documents commences on 6 February 2019.

Part 1: Contact Details

Full Name	
Title/position within organisation (if applicable)	
Name of Organisation (if applicable)	
Postal address	
Email	
Telephone number	
Mobile number	

Part 2: Areas of Expertise and Experience

Please tick the most relevant box below:

☐ Member Council

☐ Government Representative

☐ Technical Specialist Describe the Speciality _____

☐ Other Describe the Speciality _____

<p>Please specify your experience relevant to the group you have nominated, which showcase your knowledge, technique and experience</p>	
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Part 3: Relevant Information

<p>A project plan has been provided to you, are you currently listed with any similar project or association?</p> <p>If yes, please specify</p>	
<p>Do you have any commercial, contractual, potential or actual conflicts of interest relating to the project plan, your profession, qualifications, professional conduct or area of expertise?</p> <p>If yes, provide details</p>	
<p>Have you or the organisation you represent been subject to any disciplinary action, proceedings or determination in the past 12 months, including any investigations or actions that might lead to a disciplinary action, proceedings or determination?</p> <p>If yes, provide details</p>	
<p>Are you a member of an industry relevant Board or Management or on a relevant industry advisory body or similar?</p> <p>If yes, please provide details</p>	

Part 4: Acknowledgements

- Insurance and, where appropriate, indemnity arrangements for you are to be provided by the organisation that you represent or you as an individual.
- Remuneration for participation is not provided by Namoi Unlimited.
- It is the responsibility of each member of any group to provide accurate advice and information.
- Members of groups are required to provide advice about their involvement in any group to their General Manager or supervisor, and maintain regard for any requirement for confidentiality.

As a members of a steering committee or working group you will commit to:

- attending scheduled meetings
- championing the collaboration of Namoi Unlimited and its activities
- share communications and information
- make timely recommendations and take action
- notifying members of any matter or conflict of interest that arises, which may impact the intent of the working group or the project activity being undertaken
- maintain confidentiality

I hereby declare that all information contained within this form is true and accurate at the time of signing.

Signature	
Name	
Date	

10.4.2 Media and Communications Policy – ATTACHMENT O

Author	Executive Officer
Policy	Media and Communications
Legal	-
Financial	-
Strategic Link	-

Attachments **ATTACHMENT O – Media and Communications Policy**

RECOMMENDATION TO THE BOARD: THAT, the Policy on Media and Communications is endorsed.

AMENDED/ENDORSED

MOVED:

SECONDED:

REJECTED/CARRIED

PURPOSE: To update the existing Media and Communications protocol to a Policy document.

BACKGROUND: Additional resources for marketing and communications were set in the 2018-2019 financial year. The objectives of this was to:

- Increase the communities understanding of the role of Namoi Unlimited
- Promote the successes of Namoi Unlimited and member Councils

The social forums to promote Namoi Unlimited include;

- www.namoiunlimited.nsw.gov.au
- Facebook
- Twitter

The management and development of content on the website is coordinated by the Executive Officer and the marketing and communications contractor.

Members are also required to consider the impact on Member Councils.

COMMENTARY: Councils have been asked to provide details of any existing social media policy documents. A report and possible social media policy and procedure may be prepared for a future meeting after these existing documents have been reviewed.

Date	Type	Version	Revisions	Endorsed
Dec 2017	Endorsed Document	1		
5 Feb 2019	New Document	2		

Abstract

This Policy outlines the guiding principles and standards within a framework by which Namoi Joint Organisation of Councils trading as Namoi Unlimited, will manage its marketing, communications, media and public relations activities.

Endorsed by Members of Namoi Unlimited

Approved by Meeting of the Board of Namoi Joint Organisation of Councils trading as Namoi Unlimited

Policy Custodian Executive Officer

Related Legislation and Guidelines

- [NSW Local Government Act 1993 \(the Act\)](#)
- [NSW Local Government \(General\) Regulation 2005 \(the Regulation\)](#)
- [NSW Local Government Amendment \(Regional Joint Organisations\) Act 2017 No 65](#)
- [GOVERNMENT INFORMATION \(PUBLIC ACCESS\) ACT 2009](#)
- Independent Commission against Corruption (ICAC)
- Any legislative framework relevant to Local Government relating to advocacy and leadership

Related Documents

ATTACHMENT 003/1 Media and Communications Policy

ATTACHMENT 005/1 Social Media Policy

Definitions

Advertising is a form of communication used to convince a target audience to take a course of action through paid channels such as print, outdoor, magazine, digital, video, television, cinema and radio.

Brand is a unique design and activities that aims to differentiate Namoi Unlimited and the Namoi region to target audiences.

Brand Style Guide is an internal tools to guide consistency in the way the brand is communicated.

Digital Media is both images and content; audio, audiovisual or written, that exists in a digital format.

Media is free or paid services and products which publish news, information or entertainment such as printed publications, newspapers and magazines; television and radio broadcasting services; websites, email newsletters (e-newsletters), blogs, webcasts, streaming services, podcasts, vodcasts, online magazines and e-publications.

Print material is material in print or electronic format of items such as magazines, newspapers, newsletters, flyers, brochures, booklets, books and includes any corporate stationery.

Public Relations is the relationships developed by Namoi Unlimited and its stakeholders and the activities undertaken to shape and manage those relationships.

Social Media is any websites and apps that enable users to create and share information or ideas with others or to participate in social networking.

Any definitions not described can be found in the Namoi Unlimited in the Charter, the Code of Meeting Practice and any other official document of Namoi Unlimited.

COMMENCEMENT

These procedures commence on 5 February 2019. If no date is specified the procedure will commence on the day after it is endorsed by the Members.

1. PURPOSE

This Policy outlines the guiding principles and standards within a framework by which Namoi Joint Organisation of Councils trading as Namoi Unlimited, will manage its marketing, communications, media and public relations activities.

2. OBJECTIVES

The objectives of this media and communications policy are:

- To ensure activities are accurately and professionally portrayed in any communications medium.
- To maintain a consistent image and reputation.
- To provide a clear procedure for contact with the media.
- To coordinate responses to media organisations.
- To provide a streamlined approval process for media contact.
- To enable members of Namoi Unlimited to bring to the attention of other members or relevant parties, planned or contentious information that is likely to attract media interest.

Namoi Unlimited values the highest professional standards in its business dealings and the spending of Member Council funds.

3. SCOPE

The Executive Officer and any other staff employed by the Joint Organisation, Member Councils of the Joint Organisation when participating as a group.

4. DELEGATION

This Policy applies in full to any person who undertakes or is involved with Namoi Unlimited.

Namoi Unlimited may get involved in issues that could attract media attention for themselves and or member Councils.

The NSW Police should be responsible for communications in the event of a crisis or emergency situation. The line of communication with any agency in the event of an emergency will be through the General Manager of member Councils.

In the event of a crisis involving decisions of Namoi Unlimited, that attracts or is expected to attract unfavourable media attention, the Executive Officer will convene an urgent meeting of member Council General Managers and their Media and Communications representatives to prepare and respond appropriately to media queries.

5. PRINCIPLES

Namoi Unlimited may actively communicate with audiences about its role, strategy and projects. Media communication on the role of Namoi Unlimited will be limited to:

- agreed regional positions and priorities, such as those included in the annual business plan, described advocacy and leadership positions and positions ratified at meetings of the Board;
- the capacity of the region to plan for, resource and conduct projects to enable economic growth and diversification;
- work together to increase the scale and capacity of local government in the region; and
- facilitate and foster cooperation, information exchange and resource sharing.

The values of Namoi Unlimited are:

- Member Councils will actively collaborate to lead and empower each other.
- Member Councils will engage actively, honestly and ethically.

- Member Councils will be transparent and accountable to the communities they represent.

6. FAIRNESS AND EQUALITY

Namoi Unlimited will not participate in any action which may be deemed as illegal, collusion, release of 'commercial in confidence' information, a conflict of interest, or bias.

Staff and representatives are not permitted to accept nor seek out any gifts or favours and will discontinue any and all dealings with organisations who engage in unethical conduct.

7. RESPONSIBILITIES

7.1 Brand Identity

A brand is a valuable intangible asset and should express the mission and values, strategic vision, culture and purpose of Namoi Unlimited. The Board will endorse the brand identity, the Executive Officer has primary oversight of the brand.

Requests by a Third Party to use a Brand must be approved by the Executive Officer.

7.2 Marketing and Promotional Activities

Marketing and Promotional Communications must be approved by the Executive Officer.

7.3 External Advertising

Any external advertising must be approved by the Executive Officer.

7.4 Media Communications

- 7.4.1 The Executive Officer or their nominee is responsible for managing all media relations for Namoi Unlimited and its activities.
- 7.4.2 In issuing news releases and respond to incoming requests from journalists information and advice may be sought from Member Councils.
- 7.4.3 All media enquiries must be referred to the Chair or the Executive Officer to prepare a timely and accurate response.
- 7.4.4 The Chair or their nominee is the principal spokespeople for all matters relating to Namoi Unlimited.
- 7.4.5 It is important that the media representatives of Member Councils are kept informed of events that may attract media attention. In turn any Member Council who receives an enquiry from the media about Namoi Unlimited should refer the enquiry to the Executive Officer or the Chair.

7.5 Media Releases

Media releases are only to be issued if the content is professionally written, accurate and appropriately authorised for release.

7.6 Website

Any content for the website is to be professionally written, accurate and appropriately authorised for release.

7.7 Social Media

Any Social Media marketing activities may be undertaken in accordance with the Social Media Policy.

7.8 Signage

Where signage needs to be developed it must conform to the Style Guide. Any concepts for signage must be approved by the Executive Officer prior to production and installation.

8. REVIEW, FEEDBACK, CONSULTATION AND APPROVAL

8.1 Feedback and Consultation

- (iii) Members may consult, seek feedback and provide evidence to support or reject a position.
- (iv) Members will uphold any Media and Communications endorsed by resolution.

8.2 Rescissions and Replacements

This document replaces any previous documents which were rescinded as from the date described in this document.

8.3 Review

This policy and the associated documents will be reviewed every two years.

10.4 Calendar of Planned Activities - ATTACHMENT P

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Strategic Regional Priorities and plan
Attachments	ATTACHMENT O – Joint Organisation Planned Activity

RECOMMENDATION TO THE BOARD:	THAT, the activity is noted.
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AMENDED/ENDORSED	
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MOVED:	
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SECONDED:	
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REJECTED/CARRIED	
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PURPOSE:	To provide the Board with an outline of upcoming activity.
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BACKGROUND:	-
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COMMENTARY:	-
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ATTACHMENT O – Joint Organisation Planned Activity

Feb	1	New England North West Economic Development Sub-Committee Meeting	Tamworth	Confirmed
	4	Water for the Future Consultant Consultations	Tamworth	Confirmed
	5	Board Meeting Water for the Future Consultant Consultations	Quirindi	Confirmed
	6	Water for the Future Consultant Consultations Namoi Water Alliance	Gunnedah	Confirmed
	7	Water for the Future Consultant Consultations	Bingara	Confirmed
	8	Water for the Future Consultant Consultations	Walcha	Confirmed
	12	Northern NSW Renewable Energy Working Group Meeting	Tamworth	Confirmed
	13	NSW Executive Officers Meeting	Sydney	Confirmed
	13	New England North West Drought Taskforce Meeting	Tamworth	To be declined
	15	New England North West Regional Leadership Executive	Tamworth	Confirmed
	18	JOLT Meeting	Tamworth	Confirmed
	19-20	Bio-diversity Officer Training for Councils	Gunnedah and Tamworth	Confirmed
Mar	5	Board Meeting Destination Outback Briefing	Gwydir	Confirmed
	7	NSW Chair's and Executive Officer's meeting	Sydney	Confirmed

11. ADDITIONAL REPORTS PERTAINING TO THE PRINCIPAL FUNCTIONS

11.1 Joint Organisation Evaluation Framework

Author	Executive Officer
Policy	NSW Government Joint Organisation Evaluation Framework
Legal	-
Financial	-
Strategic Link	-
Attachments	ATTACHMENT P – Correspondence from Office of Local Government
RECOMMENDATION TO THE BOARD:	<p>THAT, Melissa Gibbs from the Office of Local Government is invited to present to a JOLT meeting on the Evaluation Framework.</p> <p>THAT, JOLT prepares a report and recommendations to the March Board meeting.</p>
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide Members with a copy of correspondence regarding the evaluation of Joint Organisations.
BACKGROUND:	The NSW Government coordinates a number of activities across Government to evaluate programs and initiatives. A project to evaluate the Joint Organisation Pilot Program was provided.
COMMENTARY:	<p>The network of Joint Organisations of Councils is now established and the NSW Government is seeking feedback from Joint Organisations and other stakeholders about how to evaluate the activity of Joint Organisations.</p> <p>This will be a difficult process as Namoi Unlimited has recognised, each Joint Organisation and their activity is different and the level of maturity of each organisation and their activity also varies.</p> <p>Namoi Unlimited has presented its first Value Report for Member Councils at this meeting.</p> <p>The key functions of a Joint Organisation are:</p> <ul style="list-style-type: none"> ▪ Strategic regional priorities and plans ▪ Inter-governmental relations ▪ Advocacy and leadership



Office of Local Government

5 O'Keefe Avenue NOWRA NSW 2541
Locked Bag 3015 NOWRA NSW 2541

Our Reference: A632707
Your Reference:
Contact: Melissa Gibbs
Phone: (02) 4428 4100

Clr Jamie Chaffey
Chairperson
Namoi Unlimited Joint Organisation
PO Box 555
TAMWORTH NSW 2340

By email: jamiechaffey@infogunnedah.com.au

Dear Clr Chaffey

Now that Joint Organisations (JOs) have been established across regional NSW, the Office of Local Government (OLG) is in the process of designing a strategic framework for the evaluation of the JO initiative. My purpose in writing to you is to outline the steps OLG is taking in designing the framework and to let you know how JOs and other stakeholder's can get involved.

The NSW Government is committed to ensure that all Government programs are achieving their intended outcomes and providing a net benefit to NSW. All NSW Government agencies are required to conduct evaluations of their programs – both existing and new – to assess their relevance, relationship to government priorities, and efficiency and effectiveness in delivering outcomes. A NSW Treasury Circular outlining evaluation requirements has been issued to all NSW Government agencies, and the evaluation of JOs will be carried out in accordance with the NSW Government Program Evaluation Guidelines.

To assist in the design of the evaluation framework, OLG has contacted a small number of people who have been involved in the development and implementation of the JO model to participate in scoping interviews. Early in 2019, OLG will contact all JO chairs, executive officers, and other stakeholders with an invitation to provide input to the development of the evaluation framework.

I would be grateful if you would bring this matter to the attention of your JO board, and hope your JO will participate in designing the framework when OLG makes contact again in the new year. In the meantime, should you have any queries about this process, please contact Melissa Gibbs, OLG's Director Policy and Sector Development on (02) 4428 4100 or email olg@olg.nsw.gov.au.

Yours sincerely


Tim Hurst
Chief Executive
Office of Local Government

T 02 4428 4100 F 02 4428 4199 TTY 02 4428 4209
E olg@olg.nsw.gov.au W www.olg.nsw.gov.au ABN 44 913 630 046



11.1 Establishment Funds ATTACHMENT Q – Correspondence from Office of Local Government

Author	Executive Officer
Policy	Joint Organisation Establishment Guide
Legal	<i>Funding Deed Joint Organisation Establishment (June 2018)</i>
Financial	-
Strategic Link	-
Attachments	ATTACHMENT Q – Correspondence from Office of Local Government
RECOMMENDATION TO THE BOARD:	THAT, the development and submission of Establishment Funds Reports for the Office of Local Government is delegated to JOLT and reported to the Board.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide the Board with advice on the Establishment Funds Report.
BACKGROUND:	The <i>Funding Deed Joint Organisation Establishment</i> between Namoi Unlimited and the Office of Local Government requires the Joint Organisation to submit an Establishment Funding Report to the Office of Local Government by the 28 February 2019, 31 August 2019 and 31 March 2020 (if required).
COMMENTARY:	<p>The Executive Officer has sought advice from the Office of Local Government as to the content of such as report.</p> <p>A draft report will be prepared for the next JOLT meeting to be held on Monday 18 February 2019.</p>



Office of
Local Government

5 O'Keefe Avenue NOWRA NSW 2541
Locked Bag 3015 NOWRA NSW 2541

Our Reference: A625506
Your Reference:
Contact: Virginia Errington
Phone: 02 4428 4100

Ms Rebel Thomson
Executive Officer
Namoi Joint Organisation
PO Box 555
TAMWORTH NSW 2340

Email: r.thomson@namoiunlimited.nsw.gov.au

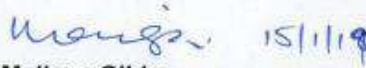
Dear Ms Thomson

Thank you for your email of 12 September 2018 providing information on the plan for the expenditure of the Establishment Funds provided to the Namoi Joint Organisation.

I confirm that information submitted meets the requirements contained in Part 4 and Attachment 2 of the Funding Deed dated 19 June 2018.

The Office of Local Government will continue to work with and support the Namoi Joint Organisation. If you require any further assistance, please contact your Council Engagement Manager, Ms Jodie Healy on 0428 753 162.

Yours sincerely


Melissa Gibbs
Director, Policy and Sector Development

T 02 4428 4100 F 02 4428 4199 TTY 02 4428 4209
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11.2 Relationship with the UNE Incubator

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Advocacy and Leadership
Attachments	-

RECOMMENDATION TO THE BOARD:	THAT, the Board seeks to establish a collaborative and informative relationship with the UNE SMART Region Incubator.
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AMENDED/ENDORSED	
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MOVED:	
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SECONDED:	
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REJECTED/CARRIED	
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PURPOSE:	To provide JOLT and the Board with an insight into the innovation occurring at the UNE SMART Incubator.
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BACKGROUND:	<p>The Executive Officer has reviewed some research around precinct approaches to development. Some of features of precinct approaches to development include:</p> <ul style="list-style-type: none">▪ Highly accessible locations▪ Credible and reputable anchor enterprises/institutions▪ Critical mass of related enterprises▪ Vibrant, amenable and walkable physical environment▪ Well connected digital environment▪ Open and democratic operating environment▪ Shared collaborative spaces that facilitate collaboration▪ Flexible design that promotes scalability and continual evolution; and▪ Governance arrangements that nurture the precincts vision and long term objectives
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There have also been some ongoing discussions with Lou Conway the Smart Region Incubator (SRI) Director at University of New England about how we may work together; they were keen to be part of the Export Hub application.

The SRI also is an incubator for small business in Tamworth and Armidale servicing a greater region and in some cases NSW and beyond.

A business incubator gives support to start-ups with innovative business ideas by providing the resources a new business needs to succeed. Be it work space, expertise in the form of experience or research, data or information on funding opportunities, the UNE SMART Region Incubator is equipped to assist with the development of businesses in our region.

The businesses in the incubator can be found here
<https://smartri.com.au/about-2/founders/>.

COMMENTARY:	With potentially 40 new businesses developing as part of the Incubator in the New England North West region, consideration should be give to how Councils can work to support the development of the incubator and the businesses within it.
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As a way of bringing innovation into our thinking as a region and as an organisation, the Executive Officer would like to propose establishing a relationship with SRI that would:

- Facilitate an information sharing session (once a year) between JOLT, Council staff and SRI members of services that may be of interest at a technical and operational level.

For example Moss Environmental an environmental consultancy, VIPGLOBAL Australia IT and Telecommunications with a focus on IoT and Telemetry, or tracking technologies, suitable for rural and agricultural environments.

- Facilitate an information sharing session (once a year) with the Board and SRI members of businesses that may bring innovation, increase regional capability around the engine economic industries and assist the Joint Organisation with its strategic regional priorities.

For example SRI Agmentation 2019 Agmentation is a sprint and pitch grassroots problem-solving event held over two days, bringing together primary producers, technical engineers, UNE researchers, industry stakeholders, university students and regional high school students to form teams and work towards solutions to address a relevant Mission Statement.

OR

MyOrigins is a group of New England, Victorian and Tasmanian Superfine Wool Growers launching the Ethical Wool Growers Co-Operative of Australia and enabling full transparency across the value chain from Farm to Finished Product leveraging secure block chain technologies.

11.3 NSW Joint Organisation Network - ATTACHMENT R – NSW Joint Organisations Network Briefing Paper

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Advocacy and Leadership
Attachments	ATTACHMENT R – NSW Joint Organisations Network Briefing Paper

RECOMMENDATION TO THE BOARD:	THAT, the Board notes the briefing submitted by the NSW Joint Organisation Network.
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AMENDED/ENDORSED

MOVED:

SECONDED:

REJECTED/CARRIED

PURPOSE:	To provide the Board with an update on the advocacy position of the NSW Joint Organisation network.
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BACKGROUND:	The NSW Joint Organisation network formed a briefing document for the NSW Deputy Premier.
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COMMENTARY:	<p>Themes among Members regarding ongoing funding and support from the NSW Government differ from those expressed in the briefing paper provided at ATTACHMENT R.</p> <p>The document at ATTACHMENT R provides the view of the network of Joint Organisations:</p> <p>Namoi Unlimited believes:</p> <ul style="list-style-type: none"> ▪ Member Councils of Joint Organisations in the process of setting its annual activity are responsible for its strategy, structure, its business activity the staff it needs and employs to undertake that activity and its budget. ▪ Member Councils should be responsible for providing investing in the established organisational structure. ▪ Member Councils are seeking dedicated and long-term funding for Joint Organisations to pursue its strategic priorities and plans. <p>A briefing expressing the views of Namoi Unlimited has been sent to the Deputy Premier and media seeking a commitment on Joint Organisations has been distributed.</p>
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ATTACHMENT R – NSW Joint Organisations Network Briefing Paper



13 December 2018

The Hon. John Barilaro MP
NSW Deputy Premier
Minister for Regional New South Wales, Minister for Skills, and Minister for Small Business
GPO Box 5341
SYDNEY NSW 2001

Dear John

RE: SUBMISSION FOR ONGOING FUNDING FOR JOINT ORGANISATIONS

The creation of Joint Organisations is recognised as a very positive reform by the NSW Government. There have been two meetings of all chairs of the Joint Organisations and while we are still developing the protocols of working together, there is a very positive attitude from all Chairs regarding how Joint Organisations can assist the development and implementation of regional priorities that will benefit both Councils and the NSW Government.

As most of the Joint Organisations have been operating for nearly six (6) months there has been a reality check regarding their operating costs. Our consultation with other Joint Organisations indicates that there is a growing concern in relation to their ongoing financial viability. The level of financial commitment required from councils to adequately resource the Joint Organisations threatens the stability of the new organisations, which we all appreciate are purely voluntary.

We recognise that it will take time to build relationships and sustainability across the JO network to deliver ongoing outcomes for regional and rural NSW, however we believe that it is essential that ongoing funding is provided to Joint Organisations to provide the best chance of success.

We are seeking an annual contribution for each Joint Organisation so that both councils and the NSW Government share the costs of Joint Organisations delivering benefits across regional NSW. Our request is

- *That the NSW Government provide ongoing funding of \$300K per annum for each Joint Organisation commencing in 2019/2020, indexed with the rate peg or CPI AND*
- *That a 4-year funding agreement be developed with agreed performance measures between the NSW Government and each Joint Organisation.*

Through our consultation, we can advise that twelve of the Joint Organisation Chairs are supportive of the funding request. Please find attached our detailed proposal (Attachment A) that outlines the basis for our request.

We believe this is a critical issue for the longevity of Joint Organisations and we look forward to your positive response. Please contact either of us if you require any further information.

Yours sincerely

Cr Gordon Bradbery AM



Chair
Illawarra Shoalhaven Joint Organisation
M: 0418 820 144

Cr Rowena Abbey



Chair
Canberra Region Joint Organisation
M: 0427 830 910

CC:

The Hon. Gabrielle Upton MP

The Hon. Bronnie Taylor MLC

Mr Gary Barnes – Deputy Secretary Department of Premier & Cabinet

Mr Tim Hurst – Chief Executive

Mr Steve Orr – Executive Direction DPC Regional, Department of Premier and Cabinet

JOINT ORGANISATIONS & NSW GOVERNMENT
COLLABORATION FUNDING PROPOSAL

Proposal

1. That the NSW Government provide ongoing funding of \$300K per annum for each Joint Organisation commencing in 2019/2020, indexed with the rate peg or CPI.
2. That a 4-year funding agreement be developed with agreed performance measures between the NSW Government and each Joint Organisation.

1. Background

In November 2017 the NSW Government passed legislation to establish Joint Organisation's (JOs) of Councils in NSW and JOs were proclaimed throughout 2018. Eighty-five Councils have resolved to become members of a JO with membership numbering three councils up to ten. The NSW Government provided Establishment Funding of \$300,000 to each of the 13 JOs at the commencement of 2018-19. Recognising their unique challenges, additional funding packages have been provided to the Far North West and Far South West JOs.

At this stage, beyond the establishment funding there has been no commitment by the NSW Government towards ongoing operational funding. JOs have maintained that there are significant ongoing operational costs to meet the basic level of service required by a JO; including delivery of the three prescribed *core functions*:

- To establish strategic regional priorities
- To provide regional leadership
- To undertake intergovernmental collaboration

In addition to the above, there are significant governance, administration and statutory reporting requirements associated with the operation of an entity under the Local Government Act.

It is now recognised through the network of JOs that there is a growing concern in relation to the ongoing financial viability of JOs and the level of financial commitment required from member Councils. NSW Legislation and policy maintains that membership of a Joint Organisation is voluntary. The capacity of a JO to attract new members is limited under the Legislation by regional planning boundaries and the voluntary nature of the Legislation.

Joint Organisations seek advice from the NSW Government by mid-February 2019 in respect of the operational funding to allow for timely budget planning and each Board to make its decision regarding resourcing for 2019/20.

Development of this proposal has involved consultation with Executive Officers and Chairs of the JOs. It has been identified, except for one, all other Joint Organisations are strongly in support of the NSW Government providing operational funding.

2. Joint Organisations – Example Operating Budget

Joint Organisations will vary in size and nature and the cost of their structure will depend on what activities the JO chooses to undertake. However, there is a basic level of resources required to deliver the benefits of the *core functions* to its member Councils and the NSW Government.



b. Performance Measurement

To demonstrate that the NSW Government is receiving *value for money* in relation to operational funding then there needs to be appropriate *performance measures* developed. This will enable each JO to report back to its member Councils as well as the NSW Government. It would be expected that these *performance measures* would be created around the core functions of the JO. The actual performance measure would vary between each JO as the goals and objectives are likely to vary considerably. It is therefore considered important the *performance measures* be negotiated with each JO.

5. Benefits of Operational Funding from NSW Government

- Will demonstrate support from the NSW Government.
- Will allow the employment of enough resources and a skilled and experienced Executive Officer to make JOs functional and develop a sustainable business model.
- Will create an environment of certainty in relation to staff tenure.
- Undue financial contribution pressure on member Councils may lead both the councils and the community to question the value proposition of the JO.
- Will alleviate immediate pressure from some JOs which are now currently questioning the ability to suitably resource the JO due to the small membership.
- There is a reduced risk of JO failure due to inadequate performance if it is adequately resourced.
- Adequate resourcing will increase the probability of establishing effective partnerships with the NSW Government and other stakeholders to deliver inter-governmental collaboration and initiatives.
- Adequate resourcing will increase the chance that JOs will be a successful vehicle to implement change.
- Will encourage continued enthusiasm for success of the JO by member councils.
- Will alleviate the view amongst some local government representatives that the creation of JOs is another cost shifting exercise by the NSW Government.

6. Conclusion

Although the Establishment Funding provided by the NSW Government of \$300,000 was welcomed and is acknowledged, this funding will not sustain the basic level of resources required to deliver the core functions of a Joint Organisation beyond the first year.

Sustained investment in Joint Organisations by the NSW Government will allow the continued development of the strong relationships required to build sustainability in the JO Network to deliver outcomes for regional and rural NSW.

The NSW Government should provide annual operational funding to each joint organisation with:

- minimum of \$300K per annum, indexed annually
- funding provided for 4 years, considering the election cycle
- performance measures be developed with each Joint Organisation
- provision of annual funding be subject to meeting agreed performance measures.

Twelve out of the 13 Joint Organisations have indicated a need for the provision of ongoing operational funding for Joint Organisations.

Example budgets for JOs with different staffing levels and expenses to operate as a fully independent entity has been costed between \$410,000 - 690,000 per annum as detailed in the Appendix.

This does not include the funding of strategic projects which would need to be separately funded. Different funding options will be assessed against the average figure of \$550K.

3. Funding Options for an average JO Operational Budget

a. Fully Council funded

- 10 Councils - Cost \$55K per Council
- 3 Councils - Cost \$183K per Council

Neither of these contributions are sustainable. The acceptable level of contribution will vary between Councils however experience indicates that contributions that exceed \$25K per annum per council will be difficult for endorsement by the member councils.

b. NSW Government funded

The full funding of the operational budget by the NSW Government will provide financial sustainability and will provide the opportunity for Councils to direct their resources towards strategic projects.

c. Shared Funding Arrangement Council-NSW Government

50/50 shared funding - Joint Organisation \$275K

- o 10 Councils - Cost \$27.5K per Council
- o 3 Councils - Cost \$92K per Council

With a 50/50 shared arrangement of funding operational costs the ongoing financial viability of JOs remains problematic. To be financially viable JOs would need to reduce operational costs or find additional income.

d. Collaboration Funding Provision of \$300K by NSW Government

Provision of annual ongoing funding of \$300K will provide base funding for the JOs to determine how they will set up to be financially sustainable in the long term. This is considered a minimum amount in order to be sustainable. The annual cost to the NSW Government, based on \$300,000 for each of the thirteen JOs, would be \$3.9 million in the first year and then indexed annually by either CPI or rate peg.

4. Funding Agreement

a. Timeframe

An operational funding agreement needs to operate for several years to give surety to all parties in regard to planning projects and resources. It is suggested that any funding agreement be developed for a 4-year term to coincide with the NSW government election cycle.

APPENDIX

Example Joint Organisation Annual Operating Budget

As each Joint Organisation operates in a different context as such there is a range of operating budgets required to accommodate delivery of the prescribed core functions of a JO. As such, two budget examples are provided to demonstrate these differences with an average of \$550K p.a. used in the funding options assessment.

Expenses Budget	Org. A (\$)	Org. B (\$)
Executive Officer	185,000	200,000
Government Relations Officer	-	150,000
Admin Officer	55,000	70,000
Employee Oncost	50,000	85,000
Vehicle	15,000	30,000
Accounting Services	10,000	20,000
Telephone / Internet / Website	7,000	7,000
Travelling	3,000	3,000
Office Rental	25,000	25,000
Advertising	1,500	10,000
Legal Costs / Audit fee	20,000	20,000
Printing / Stationery / Postage	9,000	9,000
Utilities / Office consumables	20,000	20,000
Conferences / Meetings	5,100	15,000
Accommodation	1,000	6,000
Technical Support (HIR/IT/GOV)	2,400	10,000
Accommodation (regional Board meetings)	1,000	10,000
Total Administration Expenses	\$410,000	\$690,000

12. REPORTS FROM DELEGATES

12.1 Executive Officer – Formal Recruitment Process - ATTACHMENT S and ATTACHMENT T

Author	JOLT Chair
Policy	Recruitment Policy Tamworth Regional Council
Legal	Delegated function to Tamworth Regional Council
Financial	-
Strategic Link	-
Attachments	ATTACHMENT S – OLG Factsheet on employing the Executive Officer ATTACHMENT T – Standard Employment Contract for the Executive Officer
RECOMMENDATION TO THE BOARD:	<p>THAT, Tamworth Regional Council be requested to commence the formal recruitment process for the appointment of an Executive Officer for Namoi Unlimited.</p> <p>THAT, the Board determines the total remuneration package for the position and review any other terms that are not covered by the Standard Contract of Employment.</p> <p>THAT, the Chair and Deputy Chair be authorised to determine a short list of candidates from the applicants for interview.</p> <p>THAT, interviews for the role be conducted by the full Board with assistance from the Manager - People, Culture and Safety of Tamworth Regional Council.</p> <p>THAT, all costs associated with the recruitment process be covered from the Joint Organisation budget.</p>
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide a report to the Board about the recruitment of the Executive Officer.
BACKGROUND:	<p>All joint organisations are required to appoint an Executive Officer as outlined in the attached Fact Sheet from the NSW Government. The Fact Sheet provides all of the necessary information and direction on the process to be undertaken. The process must be completed and an Executive Officer appointed by the end of June 2019 to ensure compliance with the appointment timeframe.</p> <p>Two documents were provided to assist JOLT prepare a report for the Board; ATTACHMENT S – OLG Factsheet on employing the Executive Officer ATTACHMENT T – Standard Employment Contract for the Executive Officer</p>
COMMENTARY:	The Manager - People, Culture and Safety at Tamworth Regional Council has extensive private sector experience in executive recruitment and would be a logical choice to undertake this process on behalf of Namoi Councils. All

costs associated with advertising and recruitment would be billed back to the organisation and covered by an appropriate budget allocation. The Manager could also assist the Board with final interviews to ensure proper process at all stages of the recruitment, along with undertaking referee checks, health screening and psychological assessments if required.

The Board will also need to consider whether current remuneration levels are appropriate or require review, along with any other terms of employment that should be included as part of the contract of employment. The inclusion of a motor vehicle is an example of a discretionary contract provision.

It is proposed that all applications would be collated by the Manager - People, Culture and Safety of Tamworth Regional Council who would also do a preliminary assessment of skills and experience in line with the position description. The application would then be provided to the Chair and Deputy Chair to determine a shortlist of three to five candidates for formal interview by the Board. The Board would interview the candidates and hold a special meeting of the JO to formally recommend the preferred candidate.

Fact Sheet

APPOINTING THE EXECUTIVE OFFICER



Summary

All joint organisations are required to appoint an executive officer. The executive officer performs the same role in a joint organisation that a general manager performs in a council.

Executive officers must be appointed by a resolution of the joint organisation board and are to be employed under a fixed-term performance-based contract in the form of the one approved by the Chief Executive of the Office of Local Government (the Chief Executive).

Recruitment of an executive officer

As with general managers of councils, before appointing an executive officer, joint organisations must first advertise the position in accordance with the requirements of the *Local Government Act 1993* (the Act) and undertake a merit-based recruitment process.

Following their establishment, joint organisations may appoint an interim executive officer for up to 12 months without advertising and merit-based selection. In such cases, the joint organisation should advertise the position and commence recruitment in time to ensure that a permanent appointment can be made before the 12-month anniversary of the appointment of the interim executive officer. The interim executive officer may apply for appointment to the permanent position.

Appointment of an executive officer

Executive officers must be appointed by a resolution of the board of the joint organisation. Boards should hold a meeting as soon as possible for the purpose of appointing an interim executive officer and delegating functions to the executive officer.

The executive officer must be a natural person and not a corporation or other entity.

Can the general manager or a member of staff of a member council be the interim executive officer?

There is nothing to prevent the board of a joint organisation from appointing the general manager, existing executive officer or another member of staff of a member council as the interim executive officer. The interim executive officer role can be carried out concurrently with their role with the member council or as a secondment.

Before the general manager of a member council can be appointed as an interim executive officer, the member council must, by resolution, give its approval to the general manager undertaking this role.

If a member of staff of a member council is appointed interim executive officer, the general manager of that council must first give their approval. Alternatively, the existing executive officer of the regional organisation of councils may be appointed as an interim executive officer of the joint organisation.

Executive officer functions

Under the Act, executive officers have the following functions:

- conduct the day-to-day management of the joint organisation in accordance with the strategic regional priorities and other plans, programs, strategies and policies of the organisation
- implement, without delay, lawful decisions of the joint organisation.

If the joint organisation determines an organisation structure requiring other staff, the executive officer may also:

- appoint staff in accordance with the organisation structure and the resources approved by the joint organisation
- direct and dismiss staff.

The executive officer is also the public officer of the joint organisation, unless they designate another member of staff to this role.

Executive officer delegations

The board of a joint organisation can delegate any of the functions of the joint organisation to the executive officer, other than those identified in clause 397k of the *Local Government (General) Regulation 2005* (the Regulation). The executive officer may, in turn, delegate any of their functions and sub-delegate any function delegated to them by the board of the joint organisation.

At their first meeting, boards of joint organisations must make a delegation to the executive officer to enable them to exercise the functions of the joint organisation. It is a matter for boards of each joint organisation to determine what delegations to make subject to the restrictions contained in clause 397k of the Regulation.

Fact Sheet | Appointing the Executive Officer

Executive officer employment conditions

As with general managers of councils, executive officers must be employed under a fixed-term performance-based contract in the form of the one approved by the Chief Executive of the Office of Local Government. Executive officers may be employed for between one and five years and their contracts may be renewed.

Interim executive officers may also be employed under a contract based on the approved standard contract of employment of executive officers of joint organisations.

The approved standard contract of employment for executive officers of joint organisations is available on the Office of Local Government website.

Executive officer remuneration

It is a matter for each joint organisation to determine the executive officer's remuneration. Like general managers of councils, but unlike senior staff of councils, executive officers may be remunerated at a level below the minimum remuneration package payable to senior executives whose positions are graded Band 1 under the *Government Sector Employment Act 2013*.

Can executive officers work part time?

Under the approved standard contract of employment for executive officers of joint organisations, executive officers are required to work such reasonable hours as are necessary to carry out the duties and functions of the position and their obligations under the contract.

It is up to joint organisations to determine what hours of service are appropriate, having regard to the nature of the duties to be performed by the executive officer.

Managing the employment relationship

The Office of Local Government's *Guidelines for the Appointment and Oversight of General Managers* apply to the management of the employment relationship between joint organisations and executive officers, in the same way that they apply to the management of the employment relationship between councils and general managers.

These Guidelines are available on the Office of Local Government website: <https://www.olg.nsw.gov.au/strengthening-local-government/supporting-and-advising-councils/directory-of-policy-advice/employment-contracts>

Office of Local Government

For more information

Phone (02) 4428 4100
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Email olg@olg.nsw.gov.au
Email media media@olg.nsw.gov.au
Website www.olg.nsw.gov.au



Joint Organisations | working together for regional communities

Standard Contract of Employment for Executive Officers of Joint Organisations in New South Wales

[Insert Date]

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Contract of Employment		1 Position	
This Contract of Employment is made on		The position to which this contract applies is that of Executive Officer.	
Date		Note: A person who has held civic office in relation to a Joint Organisation must not be appointed to any paid position on the staff of the Joint Organisation within 6 months after ceasing to hold the office: sections 354 and 400ZH of the Act.	
between		2 Term	
Name of Joint Organisation		Subject to the terms and conditions in this contract, the Joint Organisation will employ the employee for a term of:	
[Referred to in this contract as "the Joint Organisation"]		[Length of term]	
Address		Note: The term of this contract must not be less than 12 months or more than 5 years (including any option for renewal): sections 338 and 400ZH of the Act.	
and		commencing on [date]	
Name of Employee		and terminating on [date]	
[Referred to in this contract as "the employee"]			
Address			

3 Definitions

- 3.1 In this contract, unless otherwise stated or indicated:

the Act means the *Local Government Act 1993*.

Chief Executive means the Chief Executive of the New South Wales Office of Local Government.

Code of conduct means the document within the meaning of section 440 of the Act adopted by the Joint Organisation and which incorporates the provisions of the model code.

Commencement date means the date that this contract commences as specified in clause 2.

Confidential information means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than that which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Joint Organisation or a member council or any undertaking from time to time carried out by the Joint Organisation or a member council.

Equal employment opportunity management plan means the document a joint organisation must prepare under Part 4 of Chapter 11 of the Act.

Member council means each council whose area is within the Joint Organisation area.

Minister means the New South Wales Minister for Local Government.

Model code means the Model Code of Conduct for Local Councils in NSW prescribed by the Regulation.

Month means a calendar month.

Performance agreement means the agreement referred to in clause 7.

Performance criteria means the criteria to which a performance review is to have regard.

Performance review means a review of the employee's performance conducted in accordance with the procedures under clause 7.

the position means the position referred to in clause 1.

Public service senior executive office holder means the holder of a senior executive position within the meaning of the *Government Sector Employment Act 2013*.

the Regulation means the *Local Government (General) Regulation 2005*.

Statutory and Other Officers Remuneration Tribunal means the Statutory and Other Officers Remuneration Tribunal constituted under the *Statutory and Other Officers Remuneration Act 1975*.

Termination date means the date that this contract terminates as specified in clause 2.

- 3.2 Expressions in this contract corresponding with expressions that are defined in the Act have those meanings.

4 Contract operation and application

- 4.1 This contract constitutes a contract of employment for the purposes of section 338 of the Act, and governs the employment of the employee while in the position.

- 4.2 A reference in this contract to any Act or regulation, or any provision of any Act or regulation, includes a reference to subsequent amendments of that Act, regulation or provision.

- 4.3 A reference to a Schedule to this contract refers to a Schedule as may be varied in accordance with this contract, and applies whether or not the Schedule has been physically attached to this contract.

- 4.4 Where the Chairperson or any other person is lawfully authorised to act as the Joint Organisation or its delegate for the purpose of this contract, this contract will be construed as if:
- (a) any reference to the Joint Organisation includes a reference to that authorised person, and
 - (b) any reference to a requirement for the Joint Organisation's approval includes a reference to a requirement for that authorised person's written approval.

- 4.5 Any staff entitlement under a lawful policy of the Joint Organisation as adopted by the Joint Organisation from time to time and that is set out in Schedule A will apply to the employee unless this contract makes express provision to the contrary. Schedule A may be varied from time to time by agreement between the employee and the Joint Organisation, such agreement not to be unreasonably withheld.

Note: Only those policies that create entitlements are to be set out in Schedule A. Schedule A policies are distinct from those which create a duty or function as referred to in subclause 6.1.4 and which are not required to be set out in Schedule A.

- 4.6 Subject to clauses 7 and 13, the terms of this contract, as varied from time to time in accordance with this contract, represent the entire terms of all agreements between the employee and the Joint Organisation and replace all other representations, understandings or arrangements made between the employee and the Joint Organisation that relate to the employment of the employee in the position.

Note: The contract authorises the making of agreements that are linked to the contract. Clause 7 requires the parties to sign a performance agreement. Clause 13 allows either party to require the other to sign a confidentiality agreement for the purpose of protecting intellectual property.

5 Renewal of appointment

- 5.1 At least 9 months before the termination date (or 6 months if the term of employment is for less than 3 years) the employee will apply to the Joint Organisation in writing if seeking re-appointment to the position.
- 5.2 At least 6 months before the termination date (or 3 months if the term of employment is for less than 3 years) the Joint Organisation will respond to the employee's application referred to in subclause 5.1 by notifying the employee in writing of its decision to either offer the employee a new contract of employment (and on what terms) or decline the employee's application for re-appointment.

- 5.3 At least 3 months before the termination date (or 1 month if the term of employment is for less than 3 years) the employee will notify the Joint Organisation in writing of the employee's decision to either accept or decline any offer made by the Joint Organisation under subclause 5.2.
- 5.4 In the event the employee accepts an offer by the Joint Organisation to enter into a new contract of employment, a new contract of employment will be signed.

6 Duties and functions

6.1 The employee will:

- 6.1.1 to the best of their ability, meet the performance criteria set out in the performance agreement as varied from time to time,
- 6.1.2 carry out the duties and functions imposed by the Act and Regulation, or any other Act and associated regulations, which include but are not limited to:
- (a) conducting the day-to-day management of the Joint Organisation in accordance with the strategic regional priorities and other plans, programs, strategies and policies of the organisation,
 - (b) implementing, without delay, lawful decisions of the Joint Organisation,
 - (c) exercising such of the functions of the Joint Organisation as are delegated by the Joint Organisation to the employee,
 - (d) appointing staff in accordance with an organisation structure and resources approved by the Joint Organisation,
 - (e) directing and dismissing staff,
 - (f) implementing the Joint Organisation's equal employment opportunity management plan,
 - (g) consulting with the Joint Organisation prior to the appointment or dismissal of senior staff,
 - (h) giving immediate notice to the Joint Organisation on becoming bankrupt or making a composition, arrangement or assignment for the benefit of the employee's creditors and providing the Joint Organisation, within the time specified by the Joint Organisation with any further information concerning the cause of the bankruptcy or of the making of the composition, arrangement or assignment,
 - (i) subject to subclause 6.2.3, providing advice and recommendations to the Joint Organisation or the Chairperson if directed to do so,
 - (j) not engaging, for remuneration, in private employment or contract work outside the service of the Joint Organisation without the approval of the Joint Organisation,
 - (k) not approving, where appropriate, any member of the Joint Organisation's staff from engaging, for remuneration, in private employment or contract work outside the service of the Joint Organisation that relates to the business of the Joint Organisation or a member council or that might conflict with the staff member's duties with the Joint Organisation or a member council,

- (l) acting honestly and exercising a reasonable degree of care and diligence in carrying out the employee's duties and functions,
- (m) complying with the provisions of the code of conduct,
- (n) preparing and submitting written returns of interest and disclosing pecuniary interests in accordance with the Act and the Regulation,

Note: Sections 337, 341, 352, 353, 400Y, 400ZH, 439, 440 and 445 of the Act.

- 6.1.3 carry out the duties and functions set out in Schedule B as varied from time to time by agreement between the employee and the Joint Organisation, such agreement not to be unreasonably withheld,

Note: Schedule B may include additional duties and functions, for example, those related to special projects.

- 6.1.4 carry out the duties and functions set out in the policies of the Joint Organisation as adopted by the Joint Organisation from time to time during the term of this contract,
- 6.1.5 observe and carry out all lawful directions given by the Joint Organisation, in relation to the performance of the employee's duties and functions under this contract,
- 6.1.6 work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under this contract,
- 6.1.7 obtain the approval of the Joint Organisation for any absences from the business of the Joint Organisation,
- 6.1.8 promote ethical work practices and maintain a culture of integrity and professionalism where the Joint Organisation's staff members treat each other, members of the Board, the councillors, staff and delegates of member councils, members of the public, customers and service providers with respect and fairness,
- 6.1.9 facilitate Joint Organisation staff awareness of the procedures for making public interest disclosures and of the protection provided by the Public Interest Disclosures Act 1994,
- 6.1.10 take all reasonable steps to ensure that actions and policies of the Joint Organisation accord with the strategic intent of the Joint Organisation,
- 6.1.11 take all reasonable steps to maximise compliance with relevant legislative requirements,
- 6.1.12 maintain effective corporate and human resource planning,
- 6.1.13 maintain the Joint Organisation's staff performance management system,
- 6.1.14 maintain satisfactory operation of the Joint Organisation's internal controls, reporting systems (including public interest disclosures), grievance procedures, the documentation of decision-making and sound financial management,
- 6.1.15 develop procedures to ensure the code of conduct is periodically reviewed so that it is in accordance with the Act and Regulation and adequately reflects specific organisational values and requirements,
- 6.1.16 promote and facilitate compliance with the code of conduct ensuring that each member of the Board of the Joint Organisation and Joint Organisation staff member is familiar with its provisions, and
- 6.1.17 report to the Joint Organisation on any overseas travel taken by the employee or any Joint Organisation staff member where that travel is funded in whole or in part by the Joint Organisation

6.2 The Joint Organisation:

- 6.2.1 will provide adequate resources to enable the employee to carry out the duties and functions specified in subclause 6.1 and Schedule B,
- 6.2.2 will provide the employee with reasonable opportunities to participate in professional development initiatives relevant to the duties and functions under this contract subject to the operational needs of the Joint Organisation, and
- 6.2.3 will not direct the employee as to the content of any advice or recommendation made by the employee.

Note: section 352 of the Act.

7 Performance agreement and review

- 7.1 Within 3 months after the commencement date, the employee and the Joint Organisation will sign a performance agreement setting out agreed performance criteria.
- 7.2 In the event that the employee and the Joint Organisation are unable to agree on the performance criteria, the Joint Organisation will determine such performance criteria that are reasonable and consistent with the employee's duties and functions under clause 6 and in Schedule B.
- 7.3 The performance agreement may be varied from time to time during the term of this contract by agreement between the employee and the Joint Organisation, such agreement not to be unreasonably withheld.
- 7.4 Within 2 months after signing or varying the performance agreement, the employee will prepare and submit to the Joint Organisation an action plan which sets out how the performance criteria are to be met.
- 7.5 The Joint Organisation will ensure that the employee's performance is reviewed (and, where appropriate, the performance agreement varied) at least annually. Any such review is to have regard to the performance criteria.

Note: The Joint Organisation may review the employee's performance every 6 months or more frequently if necessary.

- 7.6 The employee will give the Joint Organisation 21 days' written notice that an annual performance review in accordance with subclause 7.5 is due.
- 7.7 The Joint Organisation will give the employee at least 10 days' notice in writing that any performance review is to be conducted.
- 7.8 The structure and process of the performance review is at the discretion of the Joint Organisation following consultation with the employee.
- 7.9 The employee may prepare and submit to the Joint Organisation an assessment of the employee's own performance prior to a performance review.
- 7.10 Within 6 weeks from the conclusion of a performance review, the Joint Organisation will prepare and send to the employee a written statement that sets out:
 - (a) the Joint Organisation's conclusions about the employee's performance during the performance review period,
 - (b) any proposal by the Joint Organisation to vary the performance criteria as a consequence of a performance review, and
 - (c) any directions or recommendations made by the Joint Organisation to the employee in relation to the employee's future performance of the duties of the position.

- 7.11 The employee and the Joint Organisation will, as soon as possible after the employee receives the written statement referred to in subclause 7.10, attempt to come to agreement on any proposal by the Joint Organisation to vary the performance criteria and on any recommendations by the Joint Organisation as to the future performance of the duties of the position by the employee.
- 7.12 Subject to the employee being available and willing to attend a performance review, the Joint Organisation undertakes that if a performance review is not held in accordance with this clause, this will not operate to the prejudice of the employee unless the employee is responsible for the failure to hold the performance review.

8 Remuneration

- 8.1 The Joint Organisation will provide the employee with the total remuneration package set out in Schedule C.
- 8.2 The total remuneration package includes salary, compulsory employer superannuation contributions and other benefits including any fringe benefits tax payable on such benefits.

Note: Compulsory employer superannuation contributions are those contributions required under the Superannuation Guarantee Charge Act 1992 of the Commonwealth and any contributions required to be paid for an employee under a superannuation arrangement entered into by the Joint Organisation for that employee. See Schedule C.
- 8.3 The Joint Organisation may, on only one occasion during each year of this contract, approve an increase in the total remuneration package where the employee's performance has been assessed in accordance with a performance review as being of a better than satisfactory standard.
- 8.4 Any increase in remuneration approved under subclause 8.3 will not be paid as a lump sum.
- 8.5 On each anniversary of the commencement date, the total remuneration package will be increased by a percentage amount that is equivalent to the latest percentage amount increase in remuneration for public service senior executive office holders as determined by the Statutory and Other Officers Remuneration Tribunal.

Note: Tribunal determinations are published in the Government Gazette and are available at www.remtribunals.nsw.gov.au.

- 8.6 The structure of the total remuneration package may be varied from time to time during the term of this contract by agreement between the employee and the Joint Organisation, such agreement not to be unreasonably withheld.
- 8.7 The total remuneration package, as varied from time to time, remunerates the employee for all work undertaken by the employee while in the position. No other remuneration, benefit, overtime or allowances other than those to which the employee may be entitled under this contract will be paid to the employee during the term of this contract.

9 Leave

9.1 General

- 9.1.1 The Joint Organisation will pay remuneration calculated in accordance with Schedule C to the employee proceeding on paid leave under this clause.
- 9.1.2 On the termination of this contract, and if the employee is not re-appointed to the position under clause 5 or appointed to any other position in the Joint Organisation's organisation structure, the Joint Organisation will pay:
- (a) to the employee in the case of annual leave, or
 - (b) to the employee or new employer joint organisation or council in the case of long service leave,
- accrued but unused leave entitlements calculated at the monetary value of the total remuneration package as specified in Schedule C.
- 9.1.3 If the employee is re-appointed to the position under clause 5 or appointed to any other position in the Joint Organisation's organisation structure within 3 months after the termination of this contract, the employee will be taken to have continuing service with the Joint Organisation for the purpose of determining the employee's entitlement to annual leave, long service leave and sick leave.
- 9.1.4 Any leave accrued with the Joint Organisation standing to the credit of the employee immediately prior to entering into this contract will be taken to be leave for the purposes of this contract.

9.2 Annual leave

The employee is entitled to 4 weeks paid annual leave during each year of employment under this contract to be taken as agreed between the employee and the Joint Organisation.

9.3 Long service leave

- 9.3.1 The employee's entitlement to long service leave is to be calculated by the same method that applies to a non-senior member of the Joint Organisation's staff.
- 9.3.2 Long service leave is transferable between joint organisations and between joint organisations and councils in New South Wales in the same manner that applies to a non-senior member of the Joint Organisation's staff.

9.4 Sick leave

- 9.4.1 The employee is entitled to 3 weeks paid sick leave during each year of employment under this contract provided that:
- (a) the Joint Organisation is satisfied that the sickness is such that it justifies time off, and
 - (b) satisfactory proof of illness to justify payment is provided to the Joint Organisation for absences in excess of two days.
- 9.4.2 Sick leave will accumulate from year to year of employment under this contract so that any balance of leave not taken in any one year may be taken in a subsequent year.
- 9.4.3 The Joint Organisation may require the employee to attend a doctor nominated by Joint Organisation at the Joint Organisation's cost.
- 9.4.4 Accrued but unused sick leave will not be paid out on the termination of this contract.

9.5 Parental leave

- 9.5.1 Parental leave includes supporting parent's leave, maternity leave, paternity leave and adoption leave.
- 9.5.2 The employee is entitled to the same parental leave that a non-senior member of the Joint Organisation's staff would be entitled.

9.6 Carer's leave

The employee is entitled to the same carer's leave that a non-senior member of the Joint Organisation's staff would be entitled.

9.7 Concessional leave

The employee is entitled to the same concessional leave that a non-senior member of the Joint Organisation's staff would be entitled.

9.8 Special leave

The Joint Organisation may grant special leave, with or without pay, to the employee for a period as determined by the Joint Organisation to cover any specific matter approved by the Joint Organisation.

10 Termination

10.1 General

On termination of this contract for any reason the employee will immediately return to the Joint Organisation all property of the Joint Organisation and any member council in the employee's possession including intellectual property and confidential information and will not keep or make any copies of such property and information.

10.2 Termination date

The employment of the employee under this contract terminates on the termination date.

10.3 Termination by either the employee or the Joint Organisation

This contract may be terminated before the termination date by way of any of the following:

- 10.3.1 written agreement between the employee and the Joint Organisation,
- 10.3.2 the employee giving 4 weeks' written notice to the Joint Organisation,
- 10.3.3 the Joint Organisation giving 4 weeks' written notice to the employee, or alternatively by termination payment under subclause 11.1, where:
- (a) the employee has been incapacitated for a period of not less than 12 weeks and the employee's entitlement to sick leave has been exhausted, and
 - (b) the duration of the employee's incapacity remains indefinite or is likely to be for a period that would make it unreasonable for the contract to be continued,
- 10.3.4 the Joint Organisation giving 13 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.2 where the Joint Organisation:
- (a) has conducted a performance review, and
 - (b) concluded that the employee has not substantially met the performance criteria or the terms of the performance agreement,
- 10.3.5 the Joint Organisation giving 38 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.3.

10.4 Summary dismissal

- 10.4.1 The Joint Organisation may terminate this contract at any time and without notice if the employee commits any act that would entitle an employer to summarily dismiss the employee. Such acts include but are not limited to:
- (a) serious or persistent breach of any of the terms of this contract,
 - (b) serious and wilful disobedience of any reasonable and lawful instruction or direction given by the Joint Organisation,
 - (c) serious and wilful misconduct, dishonesty, insubordination or neglect in the discharge of the employee's duties and functions under this contract,
 - (d) failure to comply with any law or Joint Organisation policy concerning sexual harassment or racial or religious vilification,
 - (e) commission of a crime, resulting in conviction and sentencing (whether or not by way of periodic detention), which affects the employee's ability to perform the employee's duties and functions satisfactorily, or in the opinion of the Joint Organisation brings it into disrepute,
 - (f) absence from the business of the Joint Organisation without its approval for a period of 3 or more consecutive business days.
- 10.4.2 This contract is terminated immediately without notice if the employee becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with his or her creditors or makes an assignment of his or her remuneration for their benefit.

11 Termination payments

- 11.1 On termination of this contract under subclause 10.3.3, where written notice has not been given, the Joint Organisation will pay the employee a monetary amount equivalent to 4 weeks' remuneration calculated in accordance with Schedule C.
- 11.2 On termination of this contract under subclause 10.3.4, where written notice has not been given, the Joint Organisation will pay the employee a monetary amount equivalent to 13 weeks' remuneration calculated in accordance with Schedule C.
- 11.3 On termination of this contract under subclause 10.3.5, where written notice has not been given, the Joint Organisation will pay the employee a monetary amount equivalent to 38 weeks' remuneration calculated in accordance with Schedule C, or the remuneration which the employee would have received if the employee had been employed by the Joint Organisation to the termination date, whichever is the lesser.
- 11.4 On termination of this contract under subclause 10.3.1, 10.3.2, 10.4.1 or 10.4.2, the Joint Organisation will pay the employee remuneration up to and including the date of termination calculated in accordance with Schedule C and any other payment to which the employee is entitled under this contract.

12 Expenses and credit cards

In addition to any duties or entitlements that may be set out in any relevant policies of the Joint Organisation as adopted by it from time to time, the employee will:

- 12.1 keep such records of expenses, travel and motor vehicle use as required by the Joint Organisation from time to time,
- 12.2 be reimbursed by the Joint Organisation for expenses properly incurred on Joint Organisation business, subject to the Joint Organisation's prior approval to this expense being incurred,
- 12.3 only use any credit card provided by the Joint Organisation for expenses incurred on Joint Organisation business, and
- 12.4 return any credit card provided by the Joint Organisation on request from the Joint Organisation.

13 Intellectual property

- 13.1 Any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract is the sole property of the Joint Organisation and the Joint Organisation will unless otherwise agreed have the exclusive right to use, adapt, patent and otherwise register it.
- 13.2 The employee will immediately disclose to the Joint Organisation any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee after the commencement date to enable the Joint Organisation to ascertain whether it was discovered, developed or produced wholly outside and wholly unconnected with the course of employment under this contract.
- 13.3 To protect disclosures made in accordance with subclause 13.2, the Joint Organisation or the employee may require a confidentiality agreement to be signed prior to, during or immediately after discussion of the intellectual property being considered.
- 13.4 The employee assigns to the Joint Organisation by way of future assignment all copyright, design, design right and other property rights (if any) in respect to any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract.
- 13.5 At the request and expense of the Joint Organisation the employee will complete all necessary deeds and documents and take all action necessary to vest in the Joint Organisation any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract and obtain for the Joint Organisation the full benefit of all patent, trademark, copyright and other forms of protection throughout the world.

14 Confidential Information

The employee will not divulge any confidential information about the Joint Organisation or a member council either during or after the term of their employment under this contract.

15 Waiver

The failure of either the employee or Joint Organisation to enforce at any time any provision of this contract or any right under this contract or to exercise any election in this contract will in no way be considered to be a waiver of such provision, right or election and will not affect the validity of this contract.

16 Inconsistency and severance

16.1 Each provision of this contract will be read and construed independently of the other provisions so that if one or more are held to be invalid for any reason, then the remaining provisions will be held to be valid.

16.2 If a provision of this document is found to be void or unenforceable but would be valid if some part were deleted, the provision will apply with such modification as may be necessary to make it valid and effective.

17 Dispute resolution

17.1 In relation to any matter under this contract that may be in dispute, either the employee or the Joint Organisation may:

- (a) give written notice to each other of the particulars of any matter in dispute, and
- (b) within 14 days of receiving a notice specified in subclause 17.1(a), a meeting will be convened between the Joint Organisation (along with any nominated representative of the Joint Organisation) and the employee (along with any nominated representative of the employee) in an attempt to resolve the dispute.

17.2 The employee and the Joint Organisation will attempt to resolve the dispute at the workplace level.

17.3 Upon failure to resolve the dispute at the workplace level, the employee and the Joint Organisation will:

- (a) refer the dispute to an independent mediator as agreed by the employee and the Joint Organisation, or otherwise as appointed by the Chief Executive,
- (b) agree to participate in any mediation process in good faith, with such mediation to operate in a manner as agreed by the employee and the Joint Organisation, and
- (c) acknowledge the right of either the employee or the Joint Organisation to appoint, in writing, another person to act on their behalf in relation to any mediation process.

17.4 The cost of the mediation service will be met by the Joint Organisation.

17.5 The employee and the Joint Organisation will each be responsible for meeting the cost of any advisor or nominated representative used by them.

18 Service of notices and communications

18.1 Any communication, including notices, relating to this contract will be in writing and served on the employee or the Joint Organisation at their last known residential or business address in accordance with subclause 18.2.

18.2 Any written communication including notices relating to this contract is taken to be served:

- (a) when delivered or served in person, immediately,
- (b) where served by express post at an address within New South Wales in the Express Post Network, on the next business day after it is posted,
- (c) where served by post otherwise in the ordinary course of postage, as set down in Australia Post's delivery standards, and
- (d) where sent by facsimile or email within standard business hours otherwise on the next business day after it is sent.

19 Variations

19.1 Where this contract provides that its terms may be varied, that variation will be by agreement in writing signed by the employee and the Joint Organisation.

Note: See clauses 4.5, 6.1.3, 7.3, 8.6 and 19.2.

19.2 Where the Chief Executive approves an amended or substitution standard form of contract for the employment of the executive officer of a joint organisation, the provisions of this contract may be varied by agreement between the employee and the Joint Organisation to the extent that they are consistent with the provisions of that amended or substitution standard form of contract.

Note: See section 338 of the Act.

20 Other terms and conditions

20.1 The employee and the Joint Organisation acknowledge that they have sought or had the opportunity to seek their own legal and financial advice prior to entering this contract.

20.2 In accordance with section 731 of the Act, nothing in this contract gives rise to any action, liability, claim or demand against the Minister, the Chief Executive or any person acting under their direction.

21 Signed by the employee and the Joint Organisation

JOINT ORGANISATION:

The Seal of

[Joint Organisation name]

[Seal]

affixed by authority of a resolution of the Joint Organisation.

Signed
by Joint Organisation

Date

Name of signatory 1
in full [printed]

Office held [printed]

Name of signatory 2
in full [printed]

Office held [printed]

Signed by Witness

Name of Witness
in full [printed]

THE EMPLOYEE:

Signed
by the employee

Date

Name of employee
in full [printed]

Signed by Witness

Name of Witness
in full [printed]

Note: See clause 400 of the Regulation in relation to attesting to the affixing of the seal

Schedule A – Joint Organisation policies

Note: This Schedule may be varied during the term of this contract in accordance with subclauses 4.5 and 19.1 of this contract.

This Schedule operates on and from

Date

For the purposes of subclause 4.5 of this contract, the following policies apply to the employee:

Signed by Joint Organisation

Signed by the employee

Schedule B – Duties and functions

Note: This Schedule may be varied during the term of this contract in accordance with subclauses 6.1.3 and 19.1 of this contract.

This Schedule operates on and from

Date

In addition to the duties and functions specified in clause 6 of this contract, the employee will carry out the following duties and functions:

--

Signed by Joint Organisation

Signed by the employee

Schedule C – Remuneration

Note: This Schedule may be varied during the term of this contract in accordance with clauses 8 and 9 of this contract.

This Schedule operates on and from

Date

The Annual Total Remuneration Package is as follows:

\$

The Total Remuneration Package is comprised of:

ANNUAL REMUNERATION	\$

The employee agrees and acknowledges that deductions under subclause 8.2 of this contract are made principally for the benefit of the employee and that the Joint Organisation relies on that statement in providing the non-cash benefits requested by the employee.

In the case of an employee who is a member of a defined benefit division of the Local Government Superannuation Scheme (or equivalent) compulsory employer superannuation contributions are the long term or "notional" employer contribution, as advised by the Actuary for the Local Government Superannuation Scheme from time to time.

The employee's superable salary will be the amount of the total remuneration package less the amount of compulsory superannuation contributions.

Signed by Joint Organisation

Signed by the employee

12.2 Briefings from the Board

Author	Executive Officer
Policy	-
Legal	-
Financial	-
Strategic Link	Advocacy and Leadership
Attachments	-
RECOMMENDATION TO THE BOARD:	THAT, briefings for XXXXX are prepared with the Chairperson and distributed by the Executive Officer.
AMENDED/ENDORSED	
MOVED:	
SECONDED:	
REJECTED/CARRIED	
PURPOSE:	To provide a report on briefings to State and Federal departments or Ministers be prepared on Joint Organisation activity.
BACKGROUND:	Communications and briefings about departmental and operational activities aligned to the Strategic Regional Priorities rest with the Chairperson, the Executive Officer and Project Sponsors.
COMMENTARY:	<p>Board meetings are reports about Joint Organisation activity and actions.</p> <p>The Chairperson and the Executive Officer believe that a additional standing item for future Board meetings is 'Briefings from the Board'. This would provide Members with the opportunity (and after considering progress reports in the Business Paper) make recommendations to provide updates formally to Ministers and departmental officials on the business of the Joint Organisation.</p>

13. QUESTIONS WITH NOTICE

Nil provided at time of distribution of this Notice of Meeting.

14. CLOSED REPORTS

15. CONCLUSION OF THE MEETING