



Hawkesbury City Council

Attachment 1
to
item 216

Draft Western Parkland Councils
Deed of Agreement

date of meeting: 26 November 2019
location: council chambers
time: 6:30 p.m.

Western Parkland Councils

Deed of Agreement

This deed made the (Insert Date) of (Insert Month and Year) between the Councils of:

Blue Mountains City Council

Camden Council

Campbelltown City Council

Hawkesbury City Council

Fairfield City Council

Liverpool City Council

Penrith City Council

Wollondilly Shire Council

11 September 2019



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1. INTRODUCTION

1.1 Background

- a) The Western Parkland region encompasses Blue Mountains, Camden, Campbelltown, Fairfield, Hawkesbury, Liverpool, Penrith and Wollondilly local government areas.
- b) The Western Parkland region is one of the three cities identified by the NSW Government in its regional plan for Greater Sydney, *A Metropolis of Three Cities*. The regional plan recognizes the natural landscape as a great asset and seeks to capitalise on the established centres of Liverpool, Greater Penrith and Campbelltown-Macarthur plus the emerging employment centre around the Western Sydney Airport to create a more livable, productive and sustainable multi-centred region.
- c) The eight Councils of the Western Parkland region intend to work together to deliver long-term outcomes for the region, through the Western Sydney City Deal, the Western City District Plan and other important regional initiatives over the next 20 years.
- d) As an interim action, the Councils prepared a *Relationship Framework for Councils of the Western Parkland Region* and entered into a non-binding Memorandum of Understanding in February 2019.
- e) This Deed of Agreement formalises these governance arrangements as a further evolution towards sustainable relationships between the Councils and the realization of their shared objectives.
- f) For that purpose the Councils have agreed to act jointly pursuant to section 355 of the Local Government Act 1993 and enter into an alliance to carry out the goals, strategies and initiatives of their partnership.
- g) The Councils agree to co-operate with each other during the term of this Agreement and to use their best endeavours to ensure that they achieve their objectives for the region.
- h) It is acknowledged that all Councils remain able to appropriately progress local issues of relevance and significance to them.

1.2 Name

The alliance of the eight Councils will be known as the Western Parkland Councils.

1.3 Legislative Framework

- a) This Agreement is governed by and construed under the law in the State of New South Wales and is to be interpreted in accordance with the Local Government Act 1993, the Local Government (General) Regulations 2005 and the Interpretation Act 1987.
- b) Section 355 of the Local Government Act 1993 permits the Councils to exercise their functions jointly with other persons or with other Councils, or by a delegate.
- c) Section 377 of the Local Government Act 1993 permits the Councils by resolution to delegate to the General Manager or any other person or body (not including another employee of the Council) any of the functions of the Councils, other than the functions specifically excluded by that section.
- d) Functions which are the subject of a sub-delegation (authorised by the Local Government Act 1993) under s.49 (10) of the Interpretation Act 1987 (NSW).

1.4 Definitions

The following definitions apply in this Agreement:

- a) **Act** means Local Government Act 1993.
- b) **Alliance** means the coalition of Member Councils to this Agreement
- c) **Chairperson** means the person who is elected to the office of chairperson by the voting representatives on any committee from among the voting representatives.
- d) **City Deal** means the Western Sydney City Deal which was endorsed by the Commonwealth and NSW Governments and the eight Councils of the Western Parkland region in March 2018.
- e) **Commencement Date** means the 1 January 2020.
- f) **Councillor** means a person elected or appointed to civic office and includes a Mayor.
- g) **Executive Officer** means the person employed to conduct the day-to-day management of the Western Parkland Councils in accordance with its strategic priorities, plans and policies and to implement without delay the lawful decisions of the Mayoral Forum and General Managers Committee.
- h) **General Manager** means the person employed by a Council to conduct the day-to-day management of the Council in accordance with strategic plans, programs, strategies and policies of the Council and to implement without delay the lawful decisions of the Council.
- i) **Lead Officer** means the employee nominated by a Council to conduct the day-to-day management of the Council's activities relating to the Western Sydney City Deal.
- j) **LGA** means local government area.
- k) **Member Council** means any Council who is a party to this Agreement and is listed at clause 3.1.
- l) **Mayor** means the Mayor of a Member Council or the Administrator in the event that one has been appointed by the NSW Government.
- m) **Mayoral Forum** means the governing body or board of the Western Parkland Councils.
- n) **Special Resolution** means a decision requiring unanimous support of all Member Councils as listed at clause 4.2j.

1.5 Adopting and Amending the Agreement

- a) This Agreement was developed in consultation with the Member Councils and endorsed by the Mayoral Forum on 5 September 2019 for the purposes of consideration by each Member Council.
- b) The Agreement may be amended from time to time by Special Resolution of the Mayoral Forum.

2. STRATEGIC FRAMEWORK

2.1 Vision

The vision statement of the Western Parkland Councils is:

Working together to deliver better outcomes for our communities and the Western Parkland region.

2.2 Values

The following values underpin Western Parkland Councils and support a shared vision for how the Councils will work together:

United	<i>We are one partnership with many goals. We take individual and collective responsibility for achieving shared objectives</i>
Clever	<i>We strive for excellence, embrace change and find clever ways to make sure our region will thrive and flourish in a sustainable and enduring way</i>
Community minded	<i>We hold conversations, build relationships and act in the best interests of our eight communities—they are at the heart of all we do</i>
Fair	<i>We work together across all eight Council areas to achieve shared successes that will benefit our communities equitably</i>
Respectful	<i>We commit to a partnership that acknowledges and respects the opinions, needs and perspectives of each Member Council, regardless of size or status</i>
Trusted	<i>We are open, honest and straightforward with each other and our communities and lead by example</i>

2.3 Objectives

The objectives of the Western Parkland Councils for the region are as follows:

- An integrated and connected Western Parkland City through smart rail, bus, road and digital infrastructure;
- Growth of the regional economy, increasing the supply and diversity of local jobs as well as opportunities for new investment and enterprise development;
- Existing and future workers having access to the education and skills they need to secure jobs of the future;
- A liveable and resilient Western Parkland City that delivers affordable housing choice with access to essential services and opportunities that promote lifestyle diversity and choice, good health and well-being;
- Conservation and celebration of open space, the natural environment and the region's unique cultural attributes;
- Strategic city partnerships that align with and facilitate these objectives; and
- The implementation of an enduring Western Sydney City Deal and other programs that address the objectives of the partnership.

2.4 Principle Functions

The principle functions of the Western Parkland Councils are to:

- a) Confirm strategic regional priorities for the Western Parkland City and develop strategies and plans for delivering these priorities;
- b) Provide regional leadership for the Western Parkland City and be an advocate for shared strategic regional priorities; and
- c) Identify and take up opportunities for inter-governmental collaboration on matters relating to regional priorities including the Western Sydney City Deal.

2.5 Performance Evaluation

- a) The Strategic Framework will guide the development of a Delivery Program and Operational Plan which will be regularly monitored and reported to the Member Councils.
- b) The Western Parkland Councils will collaborate with the Western Sydney City Deal partners to track the success of the City Deal and monitor the further development of the performance metrics currently used by the Australian and NSW Governments and included in Annexure A.

3. MEMBERSHIP

3.1 Member Councils

The Member Councils of the alliance at the date of commencement of this Agreement are:

- Blue Mountains City Council;
- Camden Council;
- Campbelltown City Council;
- Hawkesbury City Council;
- Fairfield City Council;
- Liverpool City Council;
- Penrith City Council; and
- Wollondilly Shire Council.

3.2 Additions to Membership

An additional Council may become a Member Council if:

- a) It applies in writing to become a Member Council pursuant to a resolution to that effect by its governing body; and
- b) It is approved as a Member Council by Special Resolution of the Mayoral Forum.
- c) Where a new Council is added to this Agreement:
 - the new Council will sign an undertaking in favour of the existing Member Councils agreeing to be bound by the terms of this Agreement.
 - The new Council will make a financial or in kind contribution as assessed by the Mayoral Forum upon entry into the Alliance.

4. MAYORAL FORUM

4.1 Mayoral Forum Membership and Role

- a) The governing body or board of the Western Parkland Councils will be known as the Mayoral Forum.
- b) The role of the Mayoral Forum will be to:
 - Endorse a Delivery Program outlining proposed strategies, principal activities, projects milestones and budget for the term of local government;
 - Monitor implementation of the Delivery Program and performance of the partnership under this Agreement;
 - Adopt an annual Operational Plan including estimates of revenue and expenditure having regard to the Delivery Program; and
 - Make broad policy decisions within the strategic framework outlined in this Agreement.
- c) The Mayoral Forum will consist of the Mayor as the voting representative of each Member Council.
- d) Each Member Council may nominate an alternate Councillor who will attend meetings of the Mayoral Forum as an observer and act as the voting representative of the Member Council in the absence of its Mayor.
- e) For the purposes of carrying out its functions, the Mayoral Forum may resolve to establish:
 - standing committees;
 - ad hoc advisory committees; or
 - working groupsand determine their membership and terms of reference.

4.2 Mayoral Forum Meetings

- a) The Mayoral Forum will meet at least once in each quarter and at a place and time as it decides.
- b) The Mayoral Forum will elect the Mayor of a Member Council as Chairperson at its first meeting following the commencement of this Agreement and then at its first meeting following September each year or whenever the position becomes vacant.
- c) The role of the Chairperson will be to preside over Mayoral Forum meetings and act as signatory for correspondence of the Mayoral Forum. In the absence of the Chairperson, the voting representatives present at the meeting will determine who will preside at the meeting.
- d) A quorum at meetings of the Mayoral Forum will be half the number of members plus one. No business is to be transacted at a meeting unless a quorum is present.
- e) The Mayoral Forum will seek to determine all matters through consensus with Member Councils working together to develop and agree to support decisions in the best interest of the Western Parkland City.
- f) Notwithstanding a commitment to consensus decision making, a decision of the Mayoral Forum supported by a majority at which a quorum is present is a

decision of the Western Parkland Councils unless a Special Resolution is required.

- g) Each Member Council will have one vote only per item at a meeting of the Mayoral Forum.
- h) The Chairperson or Councillor nominated to chair a Mayoral Forum meeting will not have a casting vote.
- i) Where a decision is made by majority vote rather than consensus, dissenting views will be recorded and acknowledged in any subsequent actions, including advocacy.
- j) Special Resolutions requiring the unanimous support of all Member Councils will be required for the following matters:
 - Any decision to amend this Agreement including any extension to the Term of the Agreement.
 - The addition of a new Member Councils to this Agreement.
 - Any decision to dissolve the alliance by termination of this Agreement.
- k) The procedure at a meeting of the Mayoral Forum shall conform as far as possible with the procedures for meetings of Councils and committees as prescribed by regulations made under the Local Government Act 1993, as amended, and in accordance with any standing orders adopted by the Western Parkland Councils which are not in conflict with the above.

4.3 General Managers Committee

- a) A General Managers Committee will be appointed to assist the Western Parkland Councils in the conduct of its activities.
- b) The General Managers Committee will consist of the General Manager of each Member Council.
- c) At the direction of the Mayoral Forum, the role of the General Managers Committee will be to:
 - Provide reports and recommendations to the Mayoral Forum for policy decision;
 - Advise on planning, administrative and all other matters referred to it by the Mayoral Forum; and
 - Appoint an Executive Officer and exercise general supervision of any staff, projects and activities in the Delivery and Operational Plans including the authorization of any expenditure within the approved budget.

5. ADMINISTRATION

5.1 Financial Contributions

Each Member Council will make a financial contribution of \$40k per annum towards the operation of the Western Parkland Councils in 2020, to be indexed annually by the allowable rate increase.

5.2 Records

- a) All financial records relating to the activities of the Western Parkland Councils will be appropriately maintained in accordance with applicable accounting standards.

- b) Records of all decisions made at each meeting of the Mayoral Forum and General Managers Committee will be distributed to each Member Council as soon as practicable following each meeting.
- c) Other administrative records including correspondence will be maintained and access provided to information in accordance with all relevant legislation.

5.3 Indemnity for Employee Costs

Where a Member Council acts as the employer for staff engaged in accordance with this Deed of Agreement, then the Member Council shall be indemnified by all other Member Councils for any costs or consequential costs arising from the employment. Any costs arising from this indemnity shall be borne equally by each Member Council.

6. DISPUTES

- a) In the event of a dispute arising between Member Councils, the following steps will be taken:
 - The Member Council raising the dispute will advise the other Member Councils in writing specifying the nature of the dispute;
 - On receipt of notice, Member Councils will endeavor in good faith to resolve the dispute promptly by agreement using informal dispute resolution techniques such as mediation, expert evaluation or similar techniques, as agreed by those Member Councils;
 - In the event that informal dispute resolution techniques do not resolve the dispute, the Member Councils may refer the matter to arbitration at the discretion of the parties.
- b) A Member Council may at any time apply to a court of competent jurisdiction for any equitable or other remedy for reasons of urgency, despite anything contained in this provision.

7. TERM OF THE AGREEMENT

- a) The Member Councils agree to be bound by this Agreement for a period of 3 years (initial term) from the Commencement Date.
- b) This Agreement will continue to operate after the expiry of the initial term on the terms and conditions set out in this document until it is terminated in accordance with Clause 7e.
- c) A Member Council may terminate the Agreement with the other Councils on giving each of the other Councils not less than 6 months' notice in writing. The termination of the Agreement by a Member Council shall not vary or waive the obligations and rights of the other Member Councils to comply with the provisions of this Deed.
- d) Should a Member Council terminate this Agreement then the Council shall be liable for any obligation(s) that arose prior to the date of termination.
- e) The Member Councils may resolve to terminate the Agreement at any time by Special Resolution.

SIGNED

**Executed on behalf of BLUE MOUNTAINS
CITY COUNCIL by its duly authorized
officer in the presence of:**

Witness

Cr Mark Greenhill OAM (Mayor)

**Executed on behalf of CAMPBELLTOWN
CITY COUNCIL by its duly authorized
officer in the presence of:**

Witness

Cr George Brticevic (Mayor)

**Executed on behalf of CAMDEN COUNCIL
by its duly authorized officer in the
presence of:**

Witness

Cr Theresa Fedeli (Mayor)

**Executed on behalf of FAIRFIELD CITY
COUNCIL by its duly authorized officer in
the presence of:**

Witness

Mayor Frank Carbone

**Executed on behalf of HAWKESBURY
CITY COUNCIL by its duly authorized
officer in the presence of:**

Witness

Cr Barry Calvert (Mayor)

**Executed on behalf of LIVERPOOL CITY
COUNCIL by its duly authorized officer in
the presence of:**

Witness

Mayor Wendy Waller

**Executed on behalf of PENRITH CITY
COUNCIL by its duly authorized officer in
the presence of:**

Witness

Cr Ross Fowler (Mayor)

**Executed on behalf of WOLLONDILLY
SHIRE COUNCIL by its duly authorized
officer in the presence of:**

Witness

Cr Matthew Deeth (Mayor)

ANNEXURE A PERFORMANCE METRICS FOR THE WESTERN PARKLAND CITY



PERFORMANCE METRICS for the Western Parkland City

The Western Sydney City Deal partners are determined to achieve the overarching goals for the Western Parkland City of:

- improving connectivity in both the public transport and digital space
- increasing investment to support jobs
- increasing education opportunities and providing a focus on STEM training
- restoring, protecting and increasing access to green spaces
- delivering streamlined planning and increased housing supply to support a growing population
- delivering successful long term tri-partisan governance and community partnerships

The City Deal spans a 20-year life cycle and recognises that some commitments will take time to mature and have a measureable impact.

The City Deal has also developed a strong tri-partisan relationship between the Australian, NSW and local governments and is working to deliver positive outcomes for the community.

The Western Sydney City Deal Implementation Plan, published in December 2018, sets out eleven key performance metrics for the purpose of tracking the success of the City Deal:

1. Jobs accessible in 30 minutes
2. Work trips by public and active transport
3. Knowledge intensive services
4. Broadband connections within the Western Parkland City
5. Employment growth
6. Reduction in unemployment rate
7. Educational attainment
8. Completion of tertiary education
9. Access to green space area
10. Increased housing supply
11. Timely completion of commitments in accordance with published project milestones

Measurement of these is illustrated on the following page and is a result of the data collection undertaken by the Australian, NSW and local governments across the Western Parkland City. The currency of the data is indicated for each metric. Some indicators will be updated with the next census.

Further data available for Western Sydney and other cities across Australia can be found in the National Cities Performance Framework (NCPF) on the Australian Government's [Smart Cities](#) website.

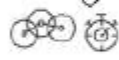
Western Sydney City Deal partners intend to further refine the metrics over the next 12 months.



THE WESTERN PARKLAND CITY

a snapshot in time - 2019

Transport Connectivity



397,000
Average number
of jobs within 30
minutes
(2016-2018)¹



16.9%
Dwellings within
400m of public
transport (2018)²



13.8% **2%**
Public Transport Active Transport

Average number of work
trips by public and active
transport (2016-2018)³

Digital Connectivity



11.5%
Workforce in
knowledge
intensive services
(2017-2018)⁴



85.7%
Connected to
broadband
internet
(2016)⁵

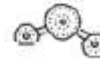
Skills & Education



20.4%
Completed Tertiary
Education, Bachelor
or Higher (2016)⁶



29.8%
Completed a
Certificate 3, 4 or
Diploma (2016)⁷



8.84%
of Indigenous persons
have completed
Tertiary Education,
Bachelor or Higher
(2016)⁸

38.82%
of Indigenous
persons have
completed a
Certificate 3, 4 or
Diploma (2016)⁹

Implementation & Governance

Leadership Group

Implementation Board

Coordination Committee

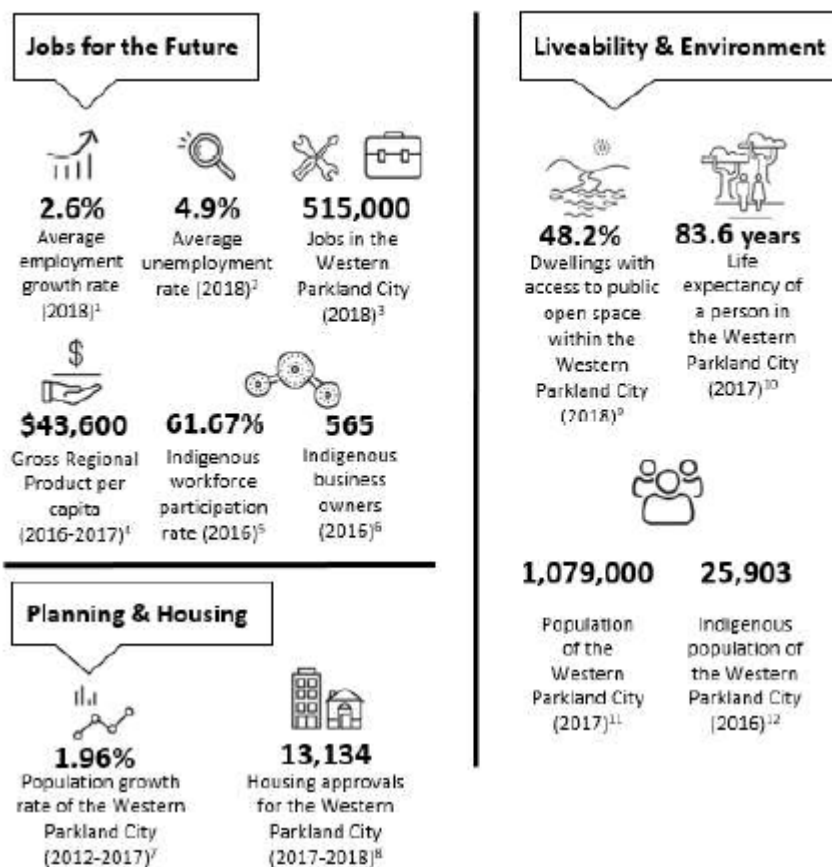
Delivery Office

Supported by all three
levels of government



5 of 38
Commitments
completed in
the 12 months
since the signing
of the City Deal

1. The number of jobs in the city that can be reached by car in a commute of 30 minutes or less during the morning peak. This indicator represents a city-wide average – commute times in different parts of a city are weighted by population size for 2018 (National Cities Performance Framework (NCPF)).
2. The proportion of dwellings within 400 metres walking distance of a frequently or regularly serviced public transport stop – one with a scheduled service at least every 30 minutes from 7am to 7pm on a normal weekday in 2018 (NCPF).
3. Percentage of work trips by public and active transport in 2018 (NCPF).
4. Percentage employed in knowledge industries from August 2017 to August 2018 (NCPF).
5. The share of households in a city with an active broadband connection, defined as an access speed of 256 kilobits per second or faster in 2016 (NCPF).
6. The share of the population with a bachelor degree or higher qualification from August 2016 (ABS Census).
7. The share of the population with a Certificate 3, 4 or Diploma from August 2016 (ABS Census).
8. The share of the population with a Bachelor degree or higher qualification from August 2016 (ABS Census).
9. The share of the indigenous population with a Certificate 3, 4 or Diploma from August 2016 (ABS Census).



1. Average annual growth rate over previous 5 years to June 2018 (NCPF).
2. Average unemployment rate for previous 12 months to June 2018 (NCPF).
3. Current number of jobs in the region taken from June 2018 (NCPF).
4. Gross regional product measures the monetary value of all goods and services produced in the city from 2016-2017 (NCPF).
5. Percentage of indigenous population in work or looking for work from 2016 (ABS Census).
6. Number of indigenous persons who are the owner manager of a business from 2016 (ABS Census).
7. The average annual population growth rate of the city from June 2012 to 30 June 2018 (NCPF).
8. The number of housing approvals in the City Deal local government areas between 30 June 2017 to 30 June 2018 (Delivery Office and Local Governments).
9. The proportion of dwellings within 400 metres walking distance of public open space that is 1.5 hectares or greater within Western Sydney in 2018 (NCPF).
10. The number of years a person born today is expected to live, assuming current age-specific death rates are experienced throughout their lifetime in 2017 (NCPF).
11. Number of persons living in the Western Parkland City in 2017 (NCPF).
12. Number of Aboriginal, Torres Strait Islander persons living in the Western Parkland City in 2016 (ABS Census).