

1998

**TOWN OF BASSENDEAN
and
CITY OF BAYSWATER
and
CITY OF BELMONT
and
SHIRE OF KALAMUNDA
and
SHIRE OF MUNDARING
and
SHIRE OF SWAN**

**ESTABLISHMENT AGREEMENT
OF THE
EASTERN METROPOLITAN REGIONAL COUNCIL**

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AGREEMENT

THIS ESTABLISHMENT AGREEMENT dated 1998

BETWEEN TOWN OF BASSENDEAN of 48 Old Perth Road, Bassendean, Western Australia

AND CITY OF BAYSWATER of 61 Broun Avenue, Morley, Western Australia

AND CITY OF BELMONT of 215 Wright Street, Cloverdale, Western Australia

AND SHIRE OF KALAMUNDA of 2 Railway Road, Kalamunda, Western Australia

AND SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring, Western Australia

AND SHIRE OF SWAN of Corner of Morrison Road and Old Great Northern Highway, Midland, Western Australia

(the Participants)

RECITALS

- A. The districts of the Participants were constituted as a regional district by virtue of an Order of the Governor made under the Former Act and published in the Government Gazette on 19 August 1983.
- B. Pursuant to the Former Act and by virtue of the Order of the Governor, a regional council was then constituted.
- C. Under the Former Constitution Agreement dated 30 June 1983 made between all of the Participants other than the Shire of Kalamunda, the Regional Council so constituted was named the Eastern Metropolitan Regional Council. By an Agreement made between the Participants and approved by the Governor on 29 August 1995, the Shire of Kalamunda became a member of the Regional Council.
- D. By virtue of transitional provisions of the Act, the Regional Council continues as a regional local government as if it had been constituted as a regional local government under the Act.
- E. The Participants have agreed to amend the Former Constitution Agreement by revoking it and substituting it with this Establishment Agreement.
- F. The Participants have resolved on the dates referred to in Schedule 3 to enter into this Establishment Agreement and to submit it to the Minister for approval.

OPERATIVE PART

1. FORMER CONSTITUTION AGREEMENT

The Former Constitution Agreement is revoked and substituted with this Establishment Agreement commencing on the Operative Date.

2. NAME

The name of the regional local government continues to be the Eastern Metropolitan Regional Council.

Footnote:

1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. A regional local government has the same general function of a local government including its legislative and executive functions. See Part 3 and section 3.66 of the Act.
3. Except as stated in section 3.66, the Local Government Act 1995 applies to a regional local government as if:
 - (a) the participants' districts together made up a single district; and
 - (b) the regional local government were the local government established for that district.

3. REGION

The EMRC is established for the Region.

4. REGIONAL PURPOSES

The regional purposes for which the ERMC is established are to:

- (a) undertake the activities defined as Continuing Projects and Services in accordance with Clause 9;
- (b) provide a means for the Participants, through voluntary participation and the integration and sharing of resources, where the requirements of clause 10 are met, to:
 - (i) assess the possibilities and methodology of facilitating a range of services and facilities on a regional basis including, without limitation, the services and facilities described in Schedule 2 Part 1;
 - (ii) promote, initiate, undertake, manage and facilitate the services and facilities described in Schedule 2 Part 1;
 - (iii) promote productive effectiveness and financial benefit to the Participants where there are common and shared community of interest linkages;
 - (iv) assess the possibilities and methodology of facilitating economic and community development for the benefit of the Region, including, without limitation, the matters described in Schedule 2 Part 2;
 - (v) promote, initiate, undertake, manage and facilitate the matters described in Schedule 2 Part 2.

5. OBJECTIVES

The objectives of the EMRC shall be:

- (a) to work in co-operation with the Participants;
- (b) to ensure that the management and administration of the EMRC is successful in providing efficient, effective and quality services and facilities;
- (c) to ensure that the financial management of the EMRC is competent, efficient and accountable and that the financial viability of the EMRC is enhanced by pursuing business opportunities in relation to all activities of the EMRC;
- (d) to support and share in the development and expertise inherent in each of the Participants, to enable local government to enhance its service delivery to the community;
- (e) to maintain a co-operative, political and executive framework which enables the Participants individually and collectively to promote and market the role and benefits of local government and to serve the community;
- (f) to facilitate and implement the strategic plan adopted by the EMRC from time to time; and
- (g) in carrying out the Regional Purposes, to avoid any adverse impacts on the services and facilities provided by the Participants to their respective communities.

6. DEFINITIONS

In this Establishment Agreement unless the context requires otherwise:

'Act' means the Local Government Act 1995;

'Continuing Projects and Services' means the activities described in Schedule 1:

'EMRC' means the body corporate originally established by the Former Constitution Agreement which continues now as a regional local government by virtue of the Act;

'EMRC Council' means the Council of the EMRC;

'Former Act' means the Local Government Act 1960;

'Former Constitution Agreement' means the former Constitution Agreement made between the Participants under the Former Act and dated 30 June 1983;

'Minister' means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

'New Project or Service' means any activity for a Regional Purpose other than Continuing Projects and Services;

'Operative Date' means the date upon which the Minister approves this Establishment Agreement;

'Population' means at any relevant time in relation to a Participant, the estimated resident population of that Participant as set out in Table 1 (Estimated Resident Population In Statistical Local Areas) of the statistics last published by the Australian Bureau of Statistics titled 'Estimated Resident Population by Age and Sex in Statistical Local Areas' or any substitute for those statistics accepted by the Government of the Commonwealth of Australia from time to time as a measure of resident population provided that if at any time the statistics are discontinued or suspended or if in the opinion of the EMRC its method of computation is substantially altered there shall be substituted therefor such alternative method of establishing resident populations of the Participant as the EMRC may resolve;

'Project Participant' in relation to a New Project or Service, means a Participant which is participating in that New Project or Service under clause 10;

'Project Plan' means a plan prepared in accordance with clause 10;

'Region' means the districts of the Participants;

'Regional Purpose' means any regional purpose referred to in clause 4.

7. THE COUNCIL

7.1 Appointment of Members

(1) A Participant is to appoint 2 members of the council of the Participant to be a member of the EMRC Council.

Footnote: Section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the Establishment Agreement and consisting of members of the councils of the participants.

(2) The existing members of the EMRC Council appointed immediately prior to the Operative Date shall remain in office after the Operative Date.

(3) As soon as practicable after the Operative Date each Participant shall appoint a second member of the council of the Participant to be a member of the EMRC Council.

(4) The Participants acknowledge that, whilst not being legally obliged to do so, it is the intention of each of them that, if at a meeting of the council of a Participant, the Participant is to make an appointment to the EMRC Council and the mayor or president informs the Participant of his or her wish to be a member of the EMRC Council, then the Participant will appoint the mayor or president to be a member of the EMRC Council.

- (5) A Participant may appoint one member of the council of the Participant who may act temporarily in place of either member of the EMRC Council appointed by the Participant during any period in which the member of the EMRC Council is unable by reason of illness, temporary absence from the State, conflict of interest or for any other cause to perform the functions of the office.

7.2 Tenure of Members of the EMRC Council

- (1) A member of the EMRC Council shall hold office until:
- (a) the Friday prior to the local government election held in May every 2 years after the Operative Date;
 - (b) the member ceases to be a member of the council of the Participant; or
 - (c) the member is removed by the Participant,
- whichever is the earlier.
- (2) Subclause (1) also applies to a member of the council a Participant appointed under clause 7.1(5).

Footnote:

Sections 2.32 and 2.33 of the Act set out circumstances in which the office of a councillor becomes vacant.

7.3 Election of Chairman and Deputy Chairman

- (1) The members of the EMRC Council shall elect a chairman and a deputy chairman:
- (a) at the first meeting of the EMRC Council following the Operative Date;
 - (b) at the first meeting of the EMRC Council following the first Saturday:
 - (i) in May following the Operative Date; and
 - (ii) in May every 2 years thereafter.
- (2) If the office of chairman or deputy chairman becomes vacant then the members of the EMRC shall elect a new chairman or deputy chairman as the case requires.

7.4 Tenure of Chairman and Deputy Chairman

The chairman and deputy chairman shall hold those offices until the election of a new chairman and deputy chairman pursuant to clause 7.3(1).

7.5 Role of Chairman

The chairman:

- (a) presides at meetings of the EMRC Council;

- (b) carries out civic and ceremonial duties on behalf of the EMRC;
- (c) speaks on behalf of the EMRC;
- (d) performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and
- (e) liaises with the CEO on the EMRC's affairs and the performance of its functions.

Footnotes:

1. The role of the EMRC Council is set out in section 2.7 of the Act.
2. The functions of the CEO are set out in section 5.41 of the Act.
3. The Chairman may agree to the CEO speaking on behalf of the EMRC - see section 5.41(f) of the Act.

7.6 Role of Deputy Chairman

- (1) The deputy chairman performs the functions of the chairman when authorised to do so under this clause.
- (2) If:
 - (a) the office of chairman is vacant; or
 - (b) the chairman is not available or is unable or unwilling to perform the functions of chairman,

then the deputy chairman may perform the functions of chairman.

7.7 Role of Members of EMRC Council

A member of the EMRC Council:

- (a) represents the interests of the ratepayers and residents of the Region;
- (b) facilitates communication between the community of the Region and the EMRC Council;
- (c) participates in the EMRC's decision-making processes at meetings of the EMRC Council and its committees; and
- (d) performs such other functions as are given to the member by the Act or any other written law.

8. ACTIVITIES FOR REGIONAL PURPOSES

8.1 Contributions Towards Regional Purposes

- (1) In the case of:
 - (a) strategic planning;

- (b) research and development; and
- (c) the governance and administrative functions of the EMRC,

relating to any activity of the EMRC for a Regional Purpose, the annual contribution of each Participant towards the operating expenditure relating to those matters, as disclosed in the municipal fund budget of the EMRC for that financial year, shall, unless the Participants agree otherwise, be met from the revenue derived from the EMRC's operations at the Red Hill waste facility.

- (2) If a Participant does not use the Red Hill waste facility then that Participant shall meet the cost of the contribution as determined by the EMRC Council having regard to the proportion which the Population of that Participant bears to the total of the Populations of all Participants.
- (3) Contributions towards operating and capital expenditure referred to in a Project Plan referred to in clause 10 shall be dealt with in accordance with the terms of the Project Plan and not this clause 8.1.

9. CONTINUING PROJECTS AND SERVICES

9.1 Preparation of Financial Statements

As soon as practicable, but no later than 6 months, after the Operative Date, the EMRC shall prepare and give to each Participant financial statements as at the Operative Date for each of the Continuing Projects and Services including details of all assets and liabilities and the respective equities of the Participants in those assets calculated in accordance with clauses 9.4 and 9.5 as if those Continuing Projects and Services were to be wound up.

9.2 Contributions Towards Other Continuing Projects and Services

In the case of Continuing Projects and Services other than those referred to in clause 8.1(1), the contribution of each Participant towards the operating and capital expenditure relating to those Continuing Projects and Services shall be determined by the EMRC after consultation with the Participants. The contributions so determined shall be as disclosed in the municipal fund budget of the EMRC for each financial year and shall be payable in the manner determined by the EMRC.

9.3 Winding up of Continuing Projects and Services

The EMRC Council may resolve to wind up any of the Continuing Projects and Services.

9.4 Division of Assets

- (1) Subject to subclause (2), if any of the Continuing Projects and Services is to be wound up and there remains, after satisfaction of all debts and liabilities, any property and assets then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Participants

in the same proportions as the Population of each Participant bears to the total of the Populations of all Participants.

- (2) Subclause (1) shall not apply where all Participants advise the EMRC that a realisation of the property and assets is not necessary.

9.5 **Division of Liabilities**

If any of the Continuing Projects and Services is to be wound up and there remains any liability or debt in excess of the realised property and assets then the liability or debt is to be met by the Participants in the same proportions as the Population of each Participant bears to the total of the Populations of all Participants.

9.6 **Withdrawal**

A Participant may, at any time between 1 July and 31 December in any year, give to the EMRC notice of its intention to withdraw from any of the Continuing Projects and Services.

9.7 **When Withdrawal to Take Effect**

The withdrawal of a Participant under clause 9.6 shall take effect from the end of the financial year following the giving of the notice of withdrawal under clause 9.6.

9.8 **Entitlement or Liability of Withdrawing Participant**

Subject to clause 9.9 as soon as practicable following the end of the second financial year after the withdrawal of a Participant takes effect under clause 9.7, the EMRC shall:

- (a) distribute to the Participant an amount equal to the proceeds and any surplus funds which would have been payable if the Continuing Project and Service was wound up on the date on which the withdrawal took effect; or
- (b) be entitled to recover from the Participant an amount equal to the liability or debt which would be payable by the Participant if the Continuing Service and Project was wound up on the date on which the withdrawal took effect,

as the case may be.

Footnote:

An example of the operation of clauses 9.6, 9.7 and 9.8 is as follows:

(a)	Participant gives notice to withdraw	31 August 1998
(b)	Notice takes effect from	30 June 1999
(c)	EMRC pays entitlement or Participant pays liability	1 July 2001

9.9 **Participants May be Required to Pay Distribution**

If the EMRC is unable to meet the distribution referred to in clause 9.8 from funds on hand then, unless the EMRC Council decides otherwise, the Participants (other than the Participant which has withdrawn) shall pay the distribution.

10. NEW PROJECTS OR SERVICES

10.1 Requirements

The EMRC shall only undertake a New Project or Service in accordance with this clause and provided that:

- (a) the EMRC is satisfied that any services and facilities that it will provide:
 - (i) integrate and coordinate, so far as practicable, with any provided by the Commonwealth, State or any public body;
 - (ii) within the district of a Participant, do not duplicate, to an extent that the Participant consider inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
 - (iii) are managed efficiently and effectively;
- (b) the requirements for the preparation of a business plan under section 3.59 of the Act, if applicable, are complied with.

10.2 Project Plan to be Prepared

Where the EMRC is considering a proposed New Project or Service it shall prepare a Project Plan.

10.3 Contents of Project Plan

A Project Plan shall include:

- (a) a clear definition of the proposed New Project or Service;
- (b) details of the expected costs and benefits for the Participants.
- (c) the proportion (and the basis of its calculation) in which the Project Participants will make contributions towards:
 - (i) the acquisition of any asset of a capital nature required for the New Project or Service;
 - (ii) the operating expenditure, including administrative expenses, relating to the New Project or Service;
- (d) the manner of payment of the contributions referred to in paragraph (c);
- (e) the proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Project Participants in the event that the New Project or Service is wound up;

- (f) the manner of payment of the entitlement or liability referred to in paragraph (e);
- (g) the procedure for the giving of notice by a Project Participant wishing to withdraw from the New Project or Service including the period of notice;
- (h) the proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Project Participant when the withdrawal of that Project Participant from the New Project or Service takes effect; and
- (i) the manner of payment of the entitlement or liability referred to in paragraph (h);
- (j) the amount, if any, of interest payable where contributions are not made on the due date for payment;
- (k) the entitlement, if any, of a Participant which is not a Project Participant to join a New Project or Service and the procedure to be followed including the period of notice to be given by that Participant.

10.4 Participants to be given Project Plan

Upon completion of the Project Plan the EMRC shall give a copy of the Project Plan to each of the Participants.

10.5 Election to Participate in New Project

Each Participant shall, within a reasonable period determined by the EMRC, elect whether to participate in the New Project or Service by giving notice of its election to the EMRC.

10.6 Project Participants

The Participants which elect to participate in a New Project or Service are the Project Participants in respect of that New Project or Service.

10.7 Review of Project Plan

- (1) As soon as practicable after the period referred to in clause 10.5, the EMRC shall:
 - (a) review the Project Plan and its viability having regard to the number of Participants who have elected to participate;
 - (b) decide whether to proceed with the New Project or Service; and
 - (c) give notice to each of the Project Participants of its decision.
- (2) Where the number of Participants which have elected to participate is less than the number, if any, specified in the Project Plan or less than all of the Participants where no number is specified, then the EMRC will give the

Participants an opportunity to withdraw their election before the EMRC decides to proceed under clause 10.7(b).

Footnote:

In certain circumstances a New Project or Service may require the preparation of a business plan under the Act - see section 3.59

10.8 Project Participants to be Bound

Where the EMRC decides to proceed with a New Project or Service and gives notice of its decision to each of the Project Participants in accordance with clause 10.7, then each of the Project Participants shall be bound by the terms of the Project Plan as if those terms were set out in this Agreement.

10.9 Winding Up of a New Project or Service

The EMRC Council may resolve to wind up a New Project or Service.

10.10 Division of Assets

- (1) Subject to subclause (2), if a New Project or Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the New Project or Service then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Participants in the proportions referred to in the Project Plan.
- (2) Subclause (1) shall not apply where the Project Participants advise the EMRC that a realisation of the property and assets is not necessary.

10.11 Division of Liabilities

If a New Project or Service is to be wound up and there remains any liability or debt in excess of the realised property and assets of the New Project or Service then the liability or debt is to be met by the Project Participants in the proportions referred to in the Project Plan.

10.12 Indemnification by Project Participants of the EMRC

If a New Project or Service is wound up then the Project Participants shall indemnify the EMRC (in the proportions referred to in the Project Plan) with respect to that liability or debt.

11. WINDING UP

11.1 Winding Up by Council Resolution

The Participants may, by agreement, wind up the EMRC.

11.2 Procedure on Winding up

If the EMRC Council resolves to wind up the EMRC then:

- (a) each New Project or Service is to be wound up separately in accordance with clauses 10.10 and 10.11;
- (b) each of the Continuing Projects and Services are to be wound up separately in accordance with clauses 9.4 and 9.5;
- (c) any other undertakings and assets are to be wound up in accordance with clauses 9.4 and 9.5 as if they were Continuing Projects and Services.

12. WITHDRAWAL OF A PARTICIPANT

12.1 Withdrawal

A Participant may, at any time between 1 July and 31 December in any year, give to the EMRC notice of its intention to withdraw from the EMRC.

12.2 When Withdrawal to Take Effect

The withdrawal of a Participant shall take effect from the end of the financial year following the giving of the notice of withdrawal under clause 12.1.

12.3 Entitlement or Liability of Withdrawing Participant

As soon as practicable following the end of the second financial year after the withdrawal of a Participant takes effect, the EMRC shall:

- (a) distribute to the Participant an amount equal to the proceeds and any surplus funds which would have been payable if the EMRC was wound up; or
- (b) be entitled to recover from the Participant an amount equal to the liability or debt which would be payable by the Participant if the EMRC was wound up,

as the case may be.

Footnotes:

An example of the operation of clauses 12.1, 12.2 and 12.3 is set out in the footnote following clause 9.8.

12.4 Participants May be Required to Pay Distribution

If the EMRC is unable to meet the distribution referred to in clause 12.3(a) from funds on hand then, unless the EMRC Council decides otherwise, the Participants (other than the Participant which has withdrawn) shall pay the distribution in the proportions equal to their respective equities in the EMRC.

13. BORROWINGS

Part 6, Division 5, Subdivision 3 of the Act is to apply.

Footnote:

1. Section 3.66(4) of the Act provides that Part 6, Division 5, subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.

2. Part 6, Division 5, subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

14. DISPUTE RESOLUTION

14.1 Dispute

In the event of any dispute or difference ('dispute') arising between the Participants and the EMRC or any of them at any time as to the interpretation of this Establishment Agreement or as to any other matter or thing of whatsoever nature arising under or in connection with this Establishment Agreement, then a Participant or the EMRC or the Participants (as the case may be) may give to the other Participants and the EMRC (as the case may be) notice in writing ('dispute notice') adequately identifying the matters the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Participant or the EMRC of proceedings (whether by way of litigation or arbitration) which regard to the dispute as identified in the dispute notice.

14.2 Arbitration

At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

14.3 Legal Representations

For the purposes of the Commercial Arbitration Act 1985, the Participants consent to each other and to the EMRC being legally represented at any such arbitration.

15. INTERPRETATION

15.1 Interpretation

In this Establishment Agreement unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, reenactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);

- (f) references to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- (h) an obligation of two or more parties shall bind them jointly and severally;
- (i) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (j) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- (k) an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- (l) reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (m) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (n) references to this Establishment Agreement include its schedules.

15.2 Headings and Footnotes

Headings and footnotes shall be ignored in construing this Establishment Agreement.

15.3 Time

- (a) References to time are to local time in Perth, Western Australia;
- (b) where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

Footnotes:

Amendment of Establishment Agreement

1. The Participants may amend this Establishment Agreement by agreement made with the Minister's approval - see section 3.65(1) of the Act.

Admission of Other Local Governments

2. This Establishment Agreement can be amended to include another local government as a party to the amending agreement - see section 3.65(2) of the Act.

SCHEDULE 1

CONTINUING PROJECTS AND SERVICES

'Continuing Projects and Services' means the following activities:

- (a) the removal, processing, treatment and disposal of waste;
- (b) risk management, training and advisory services;
- (c) environmental services;
- (d) regional, economic and community development.

In this Schedule 1:

'environmental services' means the provision of technical and administrative support relating to assessment and management of environmental impacts, including, without limiting the generality of the foregoing, the provision of guidelines and standards for:

- (i) integrated catchment management;
- (ii) protection of remnant vegetation;
- (iii) native fauna;
- (iv) surface water systems; and
- (v) controlled release and development of land,

and assistance in promoting and coordinating community participation studies and programmes on environmental matters;

'regional, economic and community development' means the following activities:

- (i) regional labour market surveys;
- (ii) development of regional internet site;
- (iii) facilitation of regional aboriginal reconciliation issues;
- (iv) annual regional local government conference;
- (v) regional marketing and promotion;
- (vi) facilitation of regional graffiti programmes;
- (vii) recreation for people with special needs;
- (viii) implementation of regional tourism strategies;
- (ix) provision of mobile police facilities;
- (x) facilitation of a regional approach to disability service plan implementation.

Footnote:

Clause 4(a) provides that the regional purposes for which the EMRC is established includes to undertake 'Continuing Projects and Services'

SCHEDULE 2

PART 1 - Regional Services and Facilities

The following services and facilities:

- (a) insurance services for the Participants;
- (b) legal services for the Participants, for example:
 - (i) simple contracts;
 - (ii) basic legal advice;
 - (iii) basic legal letters;
 - (iv) property settlements/conveyancing;
 - (v) court representation for simple prosecution matters;
- (c) regional operational services, for example:
 - (i) plant pooling;
 - (ii) depots;
 - (iii) parks and gardens;
 - (iv) construction and maintenance of community infrastructure;
- (d) administration and financial services, for example:
 - (i) human resources;
 - (ii) budgeting formats;
- (e) public relations;
- (f) co-ordination of planning activities;
- (g) recreational and cultural services and facilities;
- (h) regional library services.

PART 2 - Economic and Community Development Matters

The following matters:

- (a) marketing of the region;
- (b) development of the business sector in the region;
- (c) industrial, commercial and residential development;
- (d) labour market needs and opportunities;
- (e) services for the aged;
- (f) regional tourism;
- (g) disability services;
- (h) education and welfare;
- (i) public health;
- (j) regional security; and

(k) aboriginal reconciliation.

Footnote:

The services and facilities described in Schedule 2 Part 1 and the matters described in Schedule 2 Part 2 are referred to in clause 4(b) which describes regional purposes for which the EMRC is established.

SCHEDULE 3

PARTICIPANT	DATE OF RESOLUTION TO ENTER INTO THIS ESTABLISHMENT AGREEMENT	
Town of Bassendean <i>BAC</i>	<i>23rd June</i>	1998
City of Bayswater <i>P</i>	<i>23rd June</i>	1998
City of Belmont <i>JMB</i>	<i>8th June</i>	1998
Shire of Kalamunda <i>OTM</i>	<i>15th June</i>	1998
Shire of Mundaring <i>MS</i>	<i>23rd June</i>	1998
Shire of Swan <i>RS</i>	<i>10th June</i>	1998

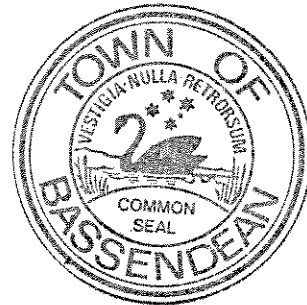
Parties to Initial

EXECUTED by the Parties

THE COMMON SEAL of TOWN OF BASSENDEAN was hereunto affixed in the presence of:)
)
)

B. H. Carter

Mayor



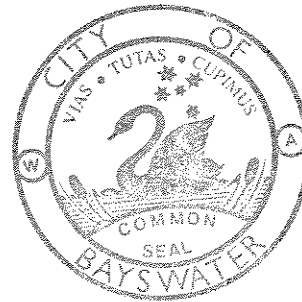
Ernae MacLennan

Chief Executive Officer

THE COMMON SEAL of CITY OF BAYSWATER was hereunto affixed in the presence of:)
)
)

J. Pennington

Mayor



M. J. Carroll

Chief Executive Officer

THE COMMON SEAL of CITY OF BELMONT)
was hereunto affixed in the presence of:)
)

JANBY
Mayor

Bruce Genoni
Chief Executive Officer

THE COMMON SEAL of SHIRE OF)
KALAMUNDA was hereunto affixed in the)
presence of:)

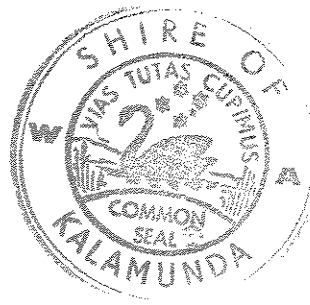
Ann & Mc Guff
Shire President

Kevin ...
Chief Executive Officer

THE COMMON SEAL of SHIRE OF)
MUNDARING was hereunto affixed in the)
presence of:)

John ...
Shire President

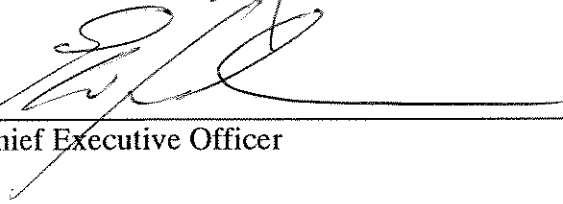
David ...
Chief Executive Officer



THE COMMON SEAL of SHIRE OF SWAN)
was hereunto affixed in the presence of:)
)



Shire President



Chief Executive Officer

