



AGENDA SPECIAL MEETING

Friday 3 December 2021 11am

To be held on-line and details will be provided.

A handwritten signature in blue ink, appearing to read "S. Millcock", is positioned above the printed name.

Simon Millcock
Chief Executive Officer

VISION

The Central Local Government Region (Legatus Group) is recognised, respected and supported as a strong and successful region.

OUR VALUES

The Legatus Group:

- Speaks with one voice on what matters most to our communities.
- Works together efficiently making the best use of available resources for delivery of services.
- Builds partnerships with those who can contribute to stronger and more sustainable communities.

OPENING OF MEETING

The Legatus Group Chair will open the meeting.

ACKNOWLEDGEMENT OF COUNTRY

The hosting Council will provide an acknowledgement of Country.

WELCOME BY HOST COUNCIL

The hosting Council will provide a welcome (10 minute maximum)

ORDER OF BUSINESS

1. ADMINISTRATIVE MATTERS

1.1 Apologies

1.2 Leave of Absence

1.3 Conflict of Interest

Members to advise if they have any material, actual or perceived conflict of interest in any Items on the Agenda.

1.4 Confidential Provisions

Opportunity to discuss if any item within this agenda should be discussed under Confidential provisions, or any confidential matter within the agenda that should be debated in the open.

2. REPORTS OF MEMBERS

2.1 Chairs Report CEO Contract Extension

1. ADMINISTRATIVE MATTERS

1.1 Apologies

1.2 Leave of Absence

1.3 Conflict of Interest

1.4 Confidential Provisions

Opportunity to discuss if any item within this agenda should be discussed under Confidential provisions, or any confidential matter within the agenda that should be debated in the open. Specific reference to item 2.1 – Legatus Group CEO contract extension.

CONFIDENTIAL DECISION REPORT

Report Title: Legatus CEO's Employment Contract
Item No: 2.1
Date of Special Meeting: 3 December 2021
Author: Chairperson, Mayor Phillip Heaslip
Attachments:
1. Employment Contract – Simon Millcock
2. Legatus Group Charter (updated October 2021)
3. Performance Review 2020/21

Confidentiality clauses:

(resolution to go into confidence)

That pursuant to Section 90(2) and (3)(a) of the *Local Government Act 1999*, the Committee orders that all persons present with the exception of the LEGATUS Board members be excluded from the meeting as the Board considers that the requirement for the meeting to be conducted in a place open to the public has been outweighed in circumstances where the Board will receive and consider a report relating to the personal affairs of a person (living or dead) being a report associated with the outcomes of the Chief Executive Officer's 2020/21 performance review and employment contract.

(for resolution after consideration of the matter)

That in accordance with Section 91(7) and (9) of the *Local Government Act 1999*, the Committee orders that report item 2.1 *Legatus CEO's Employment Contract* and attachments, discussion and minutes pertaining to this item having been considered in confidence under Section 90(2) and 3(a) of the Act be kept confidential and not available for public inspection on the basis that it deals with information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead). This order is to remain in force whilst the Chief Executive Officer remains in gainful employment with the Legatus Group, or this order will remain in force for a period of two years at which time it will be reviewed/remade as necessary, notwithstanding that it will be reviewed annually.

1. EXECUTIVE SUMMARY

This report discusses the outcomes of the CEO's 2020/21 performance review and seeks a decision regarding a further employment agreement, noting that the Legatus Group CEO's contract expires on 5 June 2022.

2. RECOMMENDATION

That the Legatus Group:

1. receives and notes the report; and
2. _____

(insert resolution of meeting)

3. RELEVANT CORE STRATEGIES/POLICIES

Legatus Charter (**Attachment 3**)

4. BACKGROUND

Mr Millcock has been employed in the role of CEO since June 2017. Mr Millcock was engaged initially for a period of 3 years and in May 2019 the Board resolved to extend the employment contract for a further 2 years. Mr Millcock's employment contract expires 5 June 2022. A copy of the employment contract is at **Attachment 1** to this report. Item 4 of the CEO's employment agreement provides:

- the terms and conditions of the engagement and for remuneration of the Chief Executive Officer to be reviewed annually;
- for the notification of at least six (6) months prior to the expiry date (i.e. 5 June 2021) whether a further employment agreement is to be offered to the CEO;
- if the Authority offers to the Chief Executive Officer a further employment agreement, the Chief Executive Officer must within two (2) months of the date of that offer, provide a written response to the Authority advising whether that offer is accepted;
- if the Chief Executive Officer accepts the further offer of employment the terms and conditions of that employment shall be set out in a new written agreement. In the absence of any such written agreement, the terms and conditions of this Agreement, with the exception of the Term and the Expiry Date shall continue to apply to that further term of employment;
- if a new employment agreement is entered into between the parties under this clause, the Chief Executive Officer will have continuity of service with the Authority for the purpose of determining accrued benefits;

The terms of the Agreement do not contain or create an option for or any expectation of an offer of further employment.

5. DISCUSSION

An annual performance review of the CEO has been undertaken for each year of Mr Millcock's employment. These reviews have been provided and discussed by the Board and there have been no adverse findings noted to date. The initial performance reviews were undertaken by the Chair and Deputy Chairs in compliance with the delegations as set at the Annual General Meetings (as per the Legatus Charter at **Attachment 2** to this report).

In March 2021 the Legatus Group engaged McArthur Management Services to assist with the 2020/21 annual performance review. All Legatus Board Members, selected CEOs, staff and Mr Millcock were invited to provide comments and scoring against 7 key result areas. External stakeholders were also invited to provide comments on their interactions with the CEO. A copy of the final report of McArthur's is at **Attachment 3** to this report.

The agenda of the 11 June 2021 Legatus Group meeting included the confidential report from McArthur regarding the annual performance review outcomes (as approved for distribution with the agenda by the Chair and Deputy Chairs after being provided to the Legatus Group CEO).

Employment Agreement – Chief Executive Officer v1

Following the 3 September 2021 Annual General Meeting, Mr Millcock raised the matter of renewal of his employment arrangements and was advised that the matter would be an agenda item for consideration at the 10 December 2021 Legatus Group meeting. However, to ensure the Board applies appropriate governance in regard to clause 4.1 of the CEO's employment contract whereby requiring it to provide advice to the CEO prior to 5 June regarding future employment arrangements, the Board needs to meet prior to 5 December.

It is noted that Mr Millcock has indicated his desire to continue in the role.

6. ANALYSIS OF OPTIONS

The engagement of the CEO is a matter for the Board.

7. RECOMMENDED OPTION

That the Legatus Group:

1. receives and notes the report; and

2. _____
(insert resolution of meeting)

8. POLICY IMPLICATIONS

8.1 Financial/Budget

Not applicable.

8.2 Risk Assessment

Primary Risk Type	Governance		
Inherent Risk	Likelihood	Consequence	Rating
	Medium	Medium	Medium
Controls	Annual Performance Review		
Residual Risk	Medium	Medium	Medium

8.3 Staffing/Work Plans

Not applicable.

8.4 Environmental / Social / Economic

Not applicable.

8.5 Stakeholder Engagement

Not applicable.

9. REPORT CONSULTATION

Discussions were held with the CEO Simon Millcock and Deputy Chairpersons.

Attachment 1.

EMPLOYMENT AGREEMENT

BETWEEN

Central Local Government Region (known as Legatus Group)

- and –

Simon Millcock

Employment Agreement – Chief Executive Officer v1

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EMPLOYMENT AGREEMENT made the day of 2020

BETWEEN

Central Local Government Region ABN 34 728 242 315 (known as Legatus Group) of PO Box 419
Clare in the State of South Australia 5453 (“the Authority”)

AND

Simon Millcock of 20 King Street Mintaro in the State of South Australia 5415 (“the Chief Executive Officer”).

INTRODUCTION

- A. The Authority is a regional subsidiary and a body corporate constituted pursuant to section 43 of the *Local Government Act 1999* (“the Act”).
- B. Simon Millcock has been offered an extension of his employment as the Chief Executive Officer of the Authority.
- C. The Authority resolved on 31 May 2019 to offer to Simon Millcock a contract of employment for a further 2 years in the position of Chief Executive Officer commencing on the 6 June 2020 on the terms and conditions as set out in this Agreement.
- D. Simon Millcock wishes to accept the appointment in accordance with this Agreement.
- E. The Authority and the Chief Executive Officer agree that this Agreement exclusively sets out all the employment terms and conditions agreed between them relevant to the position.

1. DEFINITIONS

In this Agreement, unless expressed or implied to the contrary:

"Act" means the *Local Government Act 1999*;

"Agreement" means this Employment Agreement;

"Authority" means the corporate entity which is the Central Local Government Region;

"Award" means the *South Australian Municipal Salaried Officer's Award*;
Employment Agreement – Chief Executive Officer v1

"Board" means the board of management of the Authority;

"Chief Executive Officer" means the person appointed as the Chief Executive Officer of the Authority;

"Competent Performance" means the achievement by the Chief Executive Officer of a performance level equal to or better than "*competent*" as identified in the performance rating scale set out in **Schedule 3**;

"Confidential Information" means:

- (a) information relating to the business affairs and employees of the Authority;
- (b) matters of a technical nature, future directives and policies, technical data pertaining to the general affairs of the Authority, internal procedures and information, financial information, information pertaining to other employees, salaries, strategic and business plans and like information relating to the Authority;
- (c) other information which the Authority tells the Chief Executive Officer is confidential or which if disclosed, the Chief Executive Officer knows or ought reasonably to know would be detrimental to the Authority;
- (d) all other information which is imparted to the Chief Executive Officer in circumstances which the Chief Executive Officer knows or should reasonably know that the information is confidential to the Authority or any other persons with whom the Authority is concerned; and
- (e) excludes any information that is public knowledge otherwise than as a consequence of a breach by the Chief Executive Officer of obligations under this Agreement or breach by some other person of a duty of confidence to the Authority.

"Duties" means the responsibilities, duties and functions of the Chief Executive Officer specified in this Agreement and in **Schedule 1**;

"Expiry Date" means the date upon which this Agreement concludes in accordance with Clause 2.1 of this Agreement;

"Immediate family or household member" means the Chief Executive Officer's spouse or domestic partner, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the Chief Executive Officer's spouse or domestic partner;

"Key Performance Indicators" means the agreed criteria against which the Chief Executive Officer's performance is to be assessed under the relevant Performance Review Process;

"Performance Review Process" means the system by which the Chief Executive Officer's performance is assessed, under clause 6 and rated in accordance with the performance rating scale specified in **Schedule 3**;

"**Total Employment Package**" means the monetary and non-monetary entitlements of the Chief Executive Officer specified in **Schedule 2**; and

"**Term**" means the fixed term period of employment specified in Clause 2.1.

2. TERM OF EMPLOYMENT

- 2.1 The Agreement shall commence on 6th June 2020 and will continue for a fixed term of two (2) years concluding, subject to clauses 2.2 and 4 of this Agreement, at midnight on 5th June 2022 ("the Term").
- 2.2 The parties agree that the Chief Executive Officer's employment will terminate on the Expiry Date unless:
- 2.2.1 this Agreement is terminated prior to the Expiry Date pursuant to clause 15 of this Agreement, in which case the Chief Executive Officer's employment will terminate at that time; or
- 2.2.2 the Chief Executive Officer's employment is the subject of a new employment agreement as envisaged at clause 4 of this Agreement.
- 2.3 The parties agree that, in consideration of the terms and conditions of this Agreement, the employment of the Chief Executive Officer will not be ongoing but will continue only for the Term, or for such further period as may be agreed in accordance with clause 4 of this Agreement.

3. PROBATIONARY PERIOD

- 3.1 Not applicable.

4. FURTHER EMPLOYMENT AGREEMENT

- 4.1 The Authority will endeavour to notify the Chief Executive Officer at least six (6) months prior to the Expiry Date whether a further employment agreement is to be offered to the Chief Executive Officer.
- 4.2 If the Authority offers to the Chief Executive Officer a further employment agreement, the Chief Executive Officer must within two (2) months of the date of that offer, provide a written response to the Authority advising whether that offer is accepted.
- 4.3 If the Chief Executive Officer accepts the further offer of employment the terms and conditions of that employment shall be set out in a new written agreement. In the absence of any such written agreement, the terms and conditions of this Agreement, with the exception of the Term and the Expiry Date shall continue to apply to that further term of employment.

- 4.4 If a new employment agreement is entered into between the parties under this clause, the Chief Executive Officer will have continuity of service with the Authority for the purpose of determining accrued benefits.
- 4.5 The parties acknowledge and agree that terms of this Agreement do not contain or create an option for or any expectation of an offer of further employment.

5. REQUIREMENTS OF POSITION

- 5.1 The Chief Executive Officer must carry out the Duties and Responsibilities as are:
 - 5.1.1 set out in the Position Description as detailed in **Schedule 1** and as varied from time to time by agreement between the parties;
 - 5.1.2 set out in the policies of the Authority as adopted by the Board of the Authority from time to time during the Term;
 - 5.1.3 imposed by the Act or in any other statute and/or enabling regulations relevant to the position of Chief Executive Officer;
 - 5.1.4 contained in clause 6 of this Agreement; and
 - 5.1.5 notwithstanding clause 5.1.2 or any other provision of this Agreement, the policies of the Authority do not form part of this Agreement and the parties agree that they are not to be implied into this Agreement.

6. DUTIES AND RESPONSIBILITIES

- 6.1 The Chief Executive Officer shall:
 - 6.1.1 work such reasonable hours as are necessary to carry out the Duties and Responsibilities of the position;
 - 6.1.2 observe and carry out all lawful directions given by the Authority, in relation to the performance of the Chief Executive Officer's Duties and Responsibilities under this Agreement;
 - 6.1.3 act in the best interest of the Authority at all times;
 - 6.1.4 promote the aims and objectives of the Authority;
 - 6.1.5 disclose to the Board any financial or other interest relating to the business of the Authority which conflicts or may conflict with the discharge of the duties and functions of the office of Chief Executive Officer and comply with any reasonable direction given by the Board in respect of that interest;
 - 6.1.6 devote the whole of his professional effort to his employment and not hold any position or take on any activities which may in any way be

seen to conflict with the Chief Executive Officer's obligations under this Agreement unless he has received the prior approval of the Authority;

- 6.1.7 perform the Duties and Responsibilities with an appropriate degree of skill, care and diligence;
- 6.1.8 be just and faithful to the Authority and promptly give to the Authority full information and truthful explanations of all matters relating to his Duties and Responsibilities;
- 6.1.9 be informed and up to date on issues and developments that affect all areas of his responsibility;
- 6.1.10 as an employee, personally observe the requirements of the Authority's policies and procedures in force from time to time; and
- 6.1.11 observe the requirements of any Employee Code of Conduct that has been adopted by the Authority or as otherwise imposed by law.

7. PERFORMANCE CRITERIA AND REVIEW

- 7.1 The Board will arrange for the Chief Executive Officer to undergo a performance review for each financial year during the Term and the Chief Executive Officer agrees to this review process.
- 7.2 Key Performance Indicators ("KPIs") for each financial year during the Term will be agreed between the parties, prior to the commencement of the financial year to which they relate.
- 7.3 The performance review referred to in clause 7.1 will involve an assessment of the Chief Executive Officer's performance against the KPIs as agreed between the parties and will utilise the Performance Rating Scale as set out at **Schedule 3** to this Agreement.
- 7.4 A final report on the assessment of the performance of the Chief Executive Officer (including an overall performance rating consistent with Schedule 3) will be provided to the Board on completion of the Performance Review.
- 7.5 In the event that the Chief Executive Officer does not achieve Competent Performance across the agreed KPIs as assessed using the Performance Rating Scale, a written report shall be compiled and a copy provided to the Chief Executive Officer within one (1) month of the completion of the Performance Review.
- 7.6 The report referred to in clause 7.4 of this Agreement shall set out in detail any particular aspects of the Chief Executive Officer's performance that requires improvement, together with timeframes during which the Authority expects those areas of performance to be improved to a specified standard.

- 7.7 The Authority must provide whatever counselling, advice and assistance is reasonably necessary to enable the Chief Executive Officer to improve his performance during any specified timeframes as referred to in clause 7.6.
- 7.8 If at the conclusion of the timeframes referred to in clause 7.6 the Chief Executive Officer's performance has not improved to the specified standards or requirements, the Authority may:
- 7.8.1 extend the timeframe for specified improvement for a further specified period; or
 - 7.8.2 terminate this Agreement in accordance with clause 14.2.2.

8. OUTSIDE INTERESTS

- 8.1 Subject to the provisions of this Agreement, the Chief Executive Officer must not be directly or indirectly engaged, concerned or interested in any employment, trade, business, profession or occupation beyond the scope of his employment responsibilities that require the provision of services or advice by the Chief Executive Officer unless he has the prior consent in writing of the Authority.
- 8.2 The Chief Executive Officer may accept board positions where the board is part of a statutory or not for profit authority provided that there is no conflict of interest apparent to the Chief Executive Officer in accepting the appointment. The Chief Executive Officer must advise the Board in writing of the acceptance of any board position immediately upon accepting the position.
- 8.3 The Chief Executive Officer must disclose to the Authority all the Chief Executive Officer's outside activities and interests which fall within the scope of this clause 8.

9. TOTAL EMPLOYMENT PACKAGE ("TEP")

- 9.1 In consideration of performing the Duties, the Chief Executive Officer is entitled to an initial annual TEP of **\$184,455 (which includes salary, superannuation, and full private use of fully maintained vehicle)** as outlined in **Schedule 2**.
- 9.2 No additional remuneration will be paid for overtime worked by the Chief Executive Officer it being noted that this Agreement is entered into in contemplation of Clause 5.4.6 of the Award.
- 9.3 The cash component of the TEP will be paid in arrears in fortnightly instalments by direct deposit to an account nominated by the Chief Executive Officer.
- 9.4 The Chief Executive Officer agrees that the TEP provided for in this Agreement is offered as full compensation for all work performed, which takes into account:

- 9.4.1 any entitlement to leave loading, overtime loading, weekend or public holiday loading or any other form of salary loading;
 - 9.4.2 any service by way of overtime, rostered days off or for attendance at meetings or functions outside the Authority's usual office hours;
 - 9.4.3 any entitlement to formal rostered days off; and
 - 9.4.4 an acknowledgement that the position is measured on performance and not on the number of hours worked.
- 9.5 The statutory superannuation contribution required to be made by the Authority to the Chief Executive Officer pursuant to the *Superannuation Guarantee (Administration) Act 1992 (Cth)* shall be included in the TEP and paid into a fund nominated by the Chief Executive Officer that complies with the relevant Federal legislation.
- 9.6 The Authority shall pay any liability with respect to Fringe Benefit Tax incurred as a result of the ordinary carrying out of the business of the Authority by the Chief Executive Officer by way of functions or travelling or on any part of the TEP.
- 9.7 The Authority shall make available to the Chief Executive Officer an appropriate and fully maintained vehicle for use in the performance of his duties and for the Chief Executive Officer's exclusive private use within South Australia which is included in the TEP at the rate set out in Schedule 2 to this Agreement. The vehicle will be provided on the understanding that:
- 9.7.1 the parties agree that the Chief Executive Officer's spouse or partner, adult children or relatives may be nominated as a driver of the vehicle;
 - 9.7.2 usage of the vehicle outside of South Australia is subject to the prior approval of the Chair of the Board;
 - 9.7.3 the vehicle is not to be used for any commercial or income producing activity or pursuits engaged in by the Chief Executive Officer or the spouse, adult children or relatives of the Chief Executive Officer;
 - 9.7.4 fuel payments will be the responsibility of the Authority, except during the Chief Executive Officer's periods of leave when the Chief Executive Officer will be responsible for such payments;
 - 9.7.5 the Authority shall be responsible for all other costs associated with the vehicle including, but not limited to, registration, insurance, maintenance and Fringe Benefit Tax;
 - 9.7.6 any additional insurance excess that is payable by reason of any nominated driver being age-related or inexperienced is the responsibility of the Chief Executive Officer;

- 9.7.7 the Chief Executive Officer is responsible for organising for the vehicle to be maintained, serviced and cleaned in an appropriate manner; and
- 9.7.8 the notional value of the vehicle as part of the TEP will be reviewed annually and adjusted accordingly (if necessary).

10. TEP PACKAGE REVIEW

- 10.1 The TEP will be reviewed annually.
- 10.2 The annual review of the TEP will occur within one (1) month of the completion of the Performance Review set out at clause 7 of this Agreement and any change to the TEP will be backdated to take effect from the first day of July immediately preceding this review.
- 10.3 The review of the TEP will include the following;
 - 10.3.1 the agreed Performance Criteria upon which the Chief Executive Officer's performance is assessed in accordance with the Performance Review Process; and
 - 10.3.2 movements in the annual CPI (All Groups Adelaide) and the increase and movement in executive salaries within Local Government.
- 10.4 The parties agree that the annual TEP review does not give rise to an expectation of an increase in the TEP. Any increase in TEP is at the sole discretion of the Authority.
- 10.5 Any variation to the TEP must be approved by resolution of the Board.

11. EXPENSES

In addition to the TEP referred to in clause 9 the Authority shall meet the following expenses of office or reimburse the Chief Executive Officer upon production of accounts or receipts for:

- 11.1 entertainment, executive and other sundry expenses reasonably and necessarily incurred by the Chief Executive Officer in the performance of his functions; and
- 11.2 the provision and the usage costs of a mobile telephone service and other reasonable IT services as agreed with the Chair of the Board; and
- 11.3 the reasonable costs of the Chief Executive Officer attending conferences, seminars, training and development courses and study relevant to the performance of his duties; and
- 11.4 membership fees and subscriptions payable by the Chief Executive Officer to professional associations, the membership of which is reasonably necessary

or desirable for the Chief Executive Officer to hold in the performance of his duties.

12. RELOCATION ASSISTANCE

12.1 Not applicable.

13. WARRANT OF QUALIFICATIONS HELD

13.1 The Chief Executive Officer warrants that he holds all qualifications and requisite experience as represented by him to the Authority.

13.2 If the Chief Executive Officer does not have the qualifications or experience stated, the Authority may summarily terminate his employment.

14. TERMINATION OF AGREEMENT

14.1 Summary Termination

This Agreement may be terminated by the Authority without notice in the event that the Chief Executive Officer:

14.1.1 commits any serious or persistent breach of any of the terms of this Agreement;

14.1.2 engages in serious and wilful misconduct;

14.1.3 is guilty of serious neglect of duty in the discharge of the Duties;

14.1.4 knowingly acts in serious breach of the Authority's policies in force from time to time;

14.1.5 makes serious and persistent improper use of the Authority's property; or

14.1.6 is convicted of any criminal offence which prescribes a term of imprisonment.

14.2 Termination by the Provision of Notice

14.2.1 This Agreement may otherwise be terminated by the Authority in writing with a minimum of three (3) months' notice in the event that the Chief Executive Officer is unable to perform the Duties due to ill health or incapacity of any type for a period of greater than six (6) months and where all leave entitlements have been exhausted, except where such illness constitutes a compensable disability pursuant to the provisions of the *Return to Work Act 2014 (SA)*.

- 14.2.2 This Agreement may also be terminated by the Authority by giving three (3) months' written notice (or by making an equivalent payment in lieu of notice) to the Chief Executive Officer and by making a payment to the value of six (6) months' salary, regardless of balance of the Term that the Agreement has to run until the Expiry Date.
- 14.2.3 This Agreement may also be terminated by the Chief Executive Officer by giving to the Authority a period of three (3) months' notice in writing, unless otherwise agreed with the Authority.
- 14.2.4 In addition to any right of termination, and without derogating from any right available in this Agreement, the Chief Executive Officer's employment may at any time be terminated by the mutual agreement of the parties on whatever notice and terms the parties agree.

14.3 Redundancy During Term of Agreement

- 14.3.1 The Authority may terminate the employment of the Chief Executive Officer on the grounds of redundancy during the Term only where:
 - (a) the position of Chief Executive Officer no longer exists or will no longer exist; or
 - (b) the Authority has for valid cause declared or intends to declare the Chief Executive Officer's position redundant.
- 14.3.2 If the Agreement is terminated in accordance with clause 14.3.1 the Authority will pay to the Chief Executive Officer the balance of the Agreement at the TEP value.

15. LEAVE

15.1 Annual Leave

- 15.1.1 The Chief Executive Officer is entitled to twenty five (25) days paid annual leave each year, to be taken during agreed periods.
- 15.1.2 The Chief Executive Officer is not entitled to any leave loading payment.
- 15.1.3 Any entitlement to annual leave standing to the credit of the Chief Executive Officer at the time of cessation of employment shall be discharged by the payment based on the Chief Executive Officer's TEP as set out in **Schedule 2** at the then current level.

15.2 Personal/Carer's Leave

- 15.2.1 The Chief Executive Officer is entitled to 10 paid days of personal/carer's leave per year when:

- (a) the Chief Executive Officer is suffering from a personal illness or injury (**sick leave**); and/or
- (b) to provide care and support to an immediate family or household member who is suffering from a personal illness or injury (**carer's leave**).

15.2.2 Personal/carers' leave not taken shall accumulate without limit.

15.2.3 There shall be no entitlement to payment in lieu of accrued personal/carers' leave entitlements.

15.3 Long Service Leave

Long service leave entitlements accrue in accordance with the provisions of the *Long Service Leave Act (SA) 1987* and the Act.

15.4 Compassionate Leave

The Chief Executive Officer is entitled to three (3) days paid compassionate leave for bereavement upon the death of an immediate family or household member.

16. PROFESSIONAL DEVELOPMENT

The Authority agrees to provide the Chief Executive Officer with professional development opportunities to meet the performance measurement requirements, throughout the Term as agreed with the Board.

17. CONFIDENTIALITY OF AGREEMENT

17.1 Subject to any applicable law and the written consent to disclosure by both parties, the terms of this Agreement will be kept confidential.

17.2 Clause 17.1 does not prohibit either party from disclosing the terms of this Agreement to legal representatives without the consent of the other party.

18. CONFIDENTIALITY OF INFORMATION

18.1 The Chief Executive Officer will not at any time during this Agreement, nor at any time thereafter:

18.1.1 otherwise than in the discharge of the Chief Executive Officer's Duties or with the prior consent of the Authority, divulge to any other person any information confidential to the Authority which the Chief Executive Officer acquires, or may acquire in the course of his employment; and

18.1.2 use confidential information obtained for the Chief Executive Officer's own benefit or the benefit of any other person or entity or to the detriment of the Authority.

- 18.2 All documents, memoranda, reports, books, manuals, papers, records, tools, computer software and hardware and electronically stored information in respect of the operations or statutory obligations of the Authority shall be and remain the sole property of the Authority and shall be delivered up by the Chief Executive Officer to the Authority upon demand.
- 18.3 The Chief Executive Officer acknowledges that the obligations imposed by this clause are in addition to the obligations imposed or implied at common law on employees.
- 18.4 The Chief Executive Officer's obligations under this clause shall survive the termination of this Agreement.

19. RETURN OF PROPERTY

- 19.1 Upon the termination of this Agreement the Chief Executive Officer agrees to immediately return to the Authority all property in whatever form belonging to, leased, or otherwise provided to the Chief Executive Officer by the Authority.
- 19.2 'Property' in this clause includes without any limitation any and all:
- 19.2.1 stationery, books, business cards, documents, records, disks, access cards, mobile telephone, computer hardware, credit cards, cars or keys;
 - 19.2.2 materials provided to the Chief Executive Officer by the Authority, including materials provided to enable performance of the Duties, and all intellectual property of the Employer; and
 - 19.2.3 materials produced by the Chief Executive Officer performing the Duties (in or out of working hours) and all intellectual property in that material are the property of the Authority alone, on and from creation, unless otherwise agreed in writing by the Authority.

20. NO WAIVER

- 20.1 A party waives a right under this Agreement only by written notice to that effect.
- 20.2 A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

21. INCONSISTENCY AND SEVERANCE

- 21.1 If there is any inconsistency between this Agreement and the Act and/or any Industrial Relations Law, the Act and/or the Industrial Relations Law prevails, but only to the extent of the inconsistency.
- 21.2 Each provision of this Agreement shall be read and construed independently of the other provisions so that if one or more are held to be invalid for any

reason the remaining provisions shall be valid to the extent that they are not held to be invalid.

- 21.3 If a provision of this Agreement is found to be void or unenforceable but would be valid if some part thereof were deleted or the period of application reduced, such provision shall apply with such modification as may be necessary to make it valid and effective.

22. NOTICES

Any notice to be given pursuant to this Agreement shall be in writing and may be delivered personally or delivered by prepaid registered post to the address of the parties set out in the Agreement, or at the known place of abode or business of the party or such other address as the party may from time to time notify to the other party for the purposes of service of any notice.

23. VARIATION

This Agreement shall only be varied by further agreement of the parties in writing.

24. GOVERNING LAW

Subject to the operation of the Award this Agreement shall be governed by, construed and take effect in accordance with the laws of South Australia.

25. DISPUTE RESOLUTION

- 25.1 In relation to any matter that may be in dispute between the Chief Executive Officer and the Authority, the parties will:

- 25.1.1 attempt to resolve the matter at workplace level by the Chief Executive Officer and the Authority, or a person or Committee authorised by the Authority for that purpose, meeting and conferring on the matter;
- 25.1.2 agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level;
- 25.1.3 agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith;
- 25.1.4 acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process. Such mediation shall operate in a manner as agreed by the parties; and
- 25.1.5 the cost of the mediation service referred to in clause 25.1.2 will be met by the Authority. Where another person is used by either party in

CENTRAL LOCAL GOVERNMENT REGION
(KNOWN AS LEGATUS GROUP)

SCHEDULE 1

Position Description

Chief Executive Officer

POSITION DESCRIPTION

Position Identification

Position: Chief Executive Officer

Reports to: Legatus Group Board

Objective of the Position

To provide high quality leadership, advice and organisational management to the Region's Mayors and Chief Executive Officers for the development and implementation of the Legatus Group.

Key Accountabilities/Key Result Areas

1. Ensure in conjunction with the Legatus Group Board:
 - a. Legatus Group establishes and maintains a regional profile as the leading advocate for the region;
 - b. Legatus Group's purpose and goals inform the organisation's operations and the development of the work program;
 - c. Legatus Group's work program is implemented by the organisations staff in co-operation with member Councils and other relevant organisations;
 - d. Legatus Group's budget supports the work program and meets the organisation's objectives;
 - e. Joint initiatives between members are developed and pursued and, where appropriate, co-ordination is provided for specific projects.
2. Ensure, in conjunction with the Board, that in relation to Legatus Group's organisational objectives:
 - a. These are achieved within budget and on time;
 - b. Structures and procedures are developed to support the objectives;
 - c. Action is taken to identify and address any problems in the achievement of these objectives;
 - d. Board members and member Councils are aware of progress in the achievement of these objectives.
3. Provide independent policy advice and strategic planning services to the Legatus Group Board and monitor and maintain an awareness of current and emerging issues of significance to the region.
4. Maintain diplomatic and constructive relations with member Councils, Members of Parliament, Ministers, the Local Government Association SA, public servants, other regional stakeholders and the wider regional community. Ensure that they are aware of Legatus Group policies, position and achievements.

5. Ensure that Legatus Group staff and contractors:
 - a. Understand Legatus Group's objectives, policies and work program and that they reflect these in the performance of their duties;
 - b. Are motivated and supportive of the organisation;
 - c. Are encouraged to develop their professional skills.
6. Ensure that the Legatus Group meets its legal commitments.
7. Ensure that within designated work program areas:
 - a. Legatus Group's goals and objectives are implemented;
 - b. Legatus Group's goals remain relevant to the needs of member Councils and the people of the region;
 - c. Legatus Group's budget meets the organisation's objectives;
 - d. Legatus Group's organisational objectives are met within budget and on time;
 - e. Legatus Group establishes and maintains a regional profile as a leading advocate for the region;
 - f. Projects are managed in an appropriate manner and completed successfully.

Schedule of Duties

1. Work closely with the Legatus Group Chair and Board to advance the interests of the Legatus Group.
2. Advocate and promote the interests of the Legatus Group.
3. Manage the organisational resources and secretariat of the region.
4. Develop policy advice and provide strategic proposals to the Board and Legatus Group committees.
5. Manage the development and implementation of the Legatus Group work program, based upon the Board's agreed goals and objectives.
6. Prepare and manage program budgets for the organisation as well as three year forward estimates and ensure that these are regularly reviewed and regular operating statements are presented to the Board.
7. Project manage nominated program areas and projects within designated sections of the Legatus Group Strategic Plan in conjunction with other staff and prepare correspondence, reports and submissions for presentation to Governments and other parties relating to these work program areas.
8. Supervise the preparation of correspondence, reports, submissions and other activities undertaken by other Legatus Group staff and ensure that these are consistent with the Legatus Group work program.

9. Manage the preparation of agendas for and minutes of meetings of Legatus Group's Board and selected Committees.
10. Provide Human Resource Management services for staff including appraisal; counselling; development training and grievance mechanism.
11. In conjunction with the Chair and Board, develop and implement a communications and promotions strategy, including drafting of press releases and speaking to the media.
12. Represent Legatus Group on external committees, working parties and in public forums.
13. Liaise with members of the Board, Councillors, Federal and State Members of Parliament, Ministers, Local Government Association SA, senior public servants and senior staff of member councils, business representatives, other key stakeholders and members of the wider community on matters relevant to the region's goals, objectives and work program.

PERSON SPECIFICATION

Academic Qualifications

Relevant tertiary qualifications are essential and post-graduate management qualifications will be well regarded.

Skills and Experience

1. Proven ability to understand a variety of regional geographies and councils with diverse needs.
2. Ability research and analyse information and data on key issues relating to councils and the local environment
3. Excellent relationship building ability coupled with strong communication skills, both written and oral, in order to influence internal and external stakeholders at all levels of local councils and external businesses.
4. Experience in developing new initiatives and innovating, with the ability to influence and collaborate with stakeholders in order to manage and drive change.
5. Be a strategic influencer with the ability to navigate political landscapes and environments in order to deliver multi-faceted initiatives and issues relating to the local environment.
6. Demonstrable knowledge of leadership within local government and/or private business.
7. Proven organisational management and business acumen in a local government or equivalent public sector environment.
8. Have experience in working autonomously and be self-motivated with an ability to manage with limited financial resource and personnel.
9. Significant networks in government, private and not-for-profit sectors.
10. Significant business acumen with demonstrable positive influence delivering value for money projects. Able to develop new approaches to business and identify business opportunities.
11. Well-developed inter-personnel skills in influencing, advocating, communicating

- and marketing with an ability to effectively promote the interests of the Legatus Group.
12. Knowledge of the operation of Local Government and its governance and leadership framework.
 13. Demonstrated ability and energy to drive an organisation towards its core business aims and objectives.
 14. Experience in preparing and/or monitoring budgets, projects and work programs.
 15. Experience in the management and/or supervision of people.
 16. Proven record of success in leadership, performance and change management particularly in regard to the development of a work culture that values innovation, achievement, personal growth, teamwork skills and customer service excellence.
 17. Proven ability to work autonomously and within a small team in order to deliver best practice business results and identify innovative measures for continuous improvement.
 18. Proven high level business management, financial planning and/or financial management skills in a multi-disciplined organisation.
 19. Knowledge of, and experience in, strategic planning and implementation processes. The successful applicant needs to have a strong strategic focus with a clear vision for the future.
 20. Ability to communicate with, influence and lead diverse teams across varied geographical locations through building, maintaining and growing relationships with internal and external stakeholders.
 21. Thorough knowledge and experience in exercising Human Resource Management and Industrial Relations.

Licences and/or Certificates

Essential: Class 1 Drivers Licence.

Other Requirements

Membership of or willingness to join Local Government Professionals Australia SA.

CENTRAL LOCAL GOVERNMENT REGION
(KNOWN AS LEGATUS GROUP)

SCHEDULE 2

TOTAL EMPLOYMENT PACKAGE

Effective Date 6th June 2020

CHIEF EXECUTIVE OFFICER

Annualised Salary	\$154,050
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Compulsory Superannuation Guarantee Levy	\$ 15,405
<i>Till 1 July 2020 9.5% and after 1 July 2020 10% of earnings, paid by Authority</i>	

Notional Value of Motor Vehicle (inc FBT costs) (based upon a 6 cylinder vehicle)	\$ 15,000
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TEP	\$184,455
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TOTAL EMPLOYMENT PACKAGE	\$184,455
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Additional Notes:

1. The notional value of the vehicle may change according to the choice of vehicle

CENTRAL LOCAL GOVERNMENT REGION
(KNOWN AS LEGATUS GROUP)

SCHEDULE 3

PERFORMANCE RATING SCALE

PERFORMANCE RATING SCALE	
Rating	Definition
5	<p>Exceptional</p> <ul style="list-style-type: none"> • A standard of competency / performance / achievement that far exceeds overall requirements. • Ability, initiative and creativity far beyond the normal requirements for the job. • Achievement and influence goes beyond the immediate job. • Behaviour always exemplifies commitment to constructive culture.
4	<p>Highly Commendable</p> <ul style="list-style-type: none"> • A standard of competency / performance / achievement that clearly exceeds the overall requirements. • Achievement goes beyond the immediate job. • Looks for opportunities and shows initiative and creativity. • Behaviour consistently demonstrates commitment to constructive cultures and sets an example for others.
3	<p>Competent</p> <ul style="list-style-type: none"> • A standard of competency / performance / achievement that meets the requirements. • Developing within the position. • Behaviour demonstrates commitment to constructive culture.
2	<p>Below Required Performance</p> <ul style="list-style-type: none"> • A standard of competency / performance / achievement that meets minimum requirements. • Performance improvement is required in some areas (could be new to role). • Behaviour often falls below the expected standards of a constructive approach.
1	<p>Unacceptable</p> <ul style="list-style-type: none"> • A standard of competency / performance / achievement that requires significant improvement. • Behaviour rarely demonstrates constructive approach. • Performance is below acceptable levels and improvement is essential.

Attachment 3

CENTRAL LOCAL GOVERNMENT REGION OF SOUTH AUSTRALIA
(REFERRED TO AS LEGATUS GROUP)
LOCAL GOVERNMENT ACT 1999
CHARTER (changes to 7.2.2 yet to be gazetted)

1. INTRODUCTION

1.1 Name

The name of the subsidiary is the Central Local Government Region of South Australia (referred to as 'Legatus Group' in this Charter).

1.2 Definitions

'the Act' means the Local Government Act 1999 and includes all regulations made thereunder;

'Annual General Meeting' means the annual general meeting of the Legatus Group held in accordance with Clause 3.7;

'the Board' means the Board of Management of the Legatus Group set out at Clause 3;

'Board Member' means a member of the Board;

'Budget' means the annual budget adopted by the Legatus Group pursuant to Clause 5.1;

'Annual Business Plan' means the business plan adopted by the Legatus Group pursuant to Clause 6.2;

'Chairperson' means the member of the Board appointed pursuant to Clause 3.5;

'Chief Executive Officer' means the person appointed pursuant to Clause 4 as the Chief Executive Officer of the Legatus Group;

'Constituent Councils' means those councils identified at Clause 1.4;

'Council' means a council constituted under the Act;

'Financial Statements' has the same meaning as in the Act;

'Financial Year' means 1 July in each year to 30 June in the subsequent year;

'Long Term Financial Plan' means the long term financial plan prepared by the Legatus Group and approved by the Constituent Councils pursuant to Clause 5.3;

'Region' means the collective geographical areas of the Constituent Councils;

'Regional Management Group' means the group established pursuant to Clause 7.11;

'Strategic Plan' means the strategic plan adopted by the Legatus Group pursuant to Clause 6.1.

1.3 Interpretation

In this Charter, unless the context otherwise requires:

- 1.3.1 headings do not affect interpretation;
- 1.3.2 singular includes plural and plural includes singular;
- 1.3.3 words of one gender include any gender;
- 1.3.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.3.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.3.6 an unenforceable provision or part of a provision of this Charter may be severed, and the remainder of this Charter continues in force, unless this would materially change the intended effect of this Charter;
- 1.3.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- 1.3.8 a reference to a 'Clause' means a clause of this Charter.

1.4 Establishment

Legatus Group is established under the Act.

The Constituent Councils are:

- 1.4.1 The Barossa Council;
- 1.4.2 District Council of Barunga West;
- 1.4.3 Clare and Gilbert Valleys Council;
- 1.4.4 Copper Coast Council;
- 1.4.5 The Flinders Ranges Council;
- 1.4.6 Regional Council of Goyder;
- 1.4.7 Light Regional Council;
- 1.4.8 Adelaide Plains Council;
- 1.4.9 District Council of Mount Remarkable;

- 1.4.10 Northern Areas Council;
- 1.4.11 District Council of Orroroo/Carrieton;
- 1.4.12 District Council of Peterborough;
- 1.4.13 Port Pirie Regional Council;
- 1.4.14 Wakefield Regional Council; and
- 1.4.15 Yorke Peninsula Council

1.5 [Local Government Act 1999](#)

This Charter must be read in conjunction with the Act. The Legatus Group must conduct its affairs in accordance with the Act except as modified by this Charter as permitted by the Act.

1.6 [Objects and Purpose for which the Legatus Group is Established](#)

The Legatus Group is established to:

- 1.6.1 undertake co-ordinating, advocacy and representational roles on behalf of the Constituent Councils at a regional level;
- 1.6.2 facilitate and co-ordinate activities of local government at a regional level related to community and economic development with the object of achieving improvement for the benefit of the communities of the Constituent Councils;
- 1.6.3 develop, encourage, promote, foster and maintain consultation and co-operation and to strengthen the representation and status of local government when dealing with other governments, private enterprise and the community;
- 1.6.4 develop further co-operation between the Constituent Councils for the benefit of the communities of the Region;
- 1.6.5 develop and manage policies which guide the conduct of programs and projects in the region with the objective of securing the best outcomes for the communities of the Region;
- 1.6.6 undertake projects and activities that benefit the Region and its communities;
- 1.6.7 associate, collaborate and work in conjunction with other regional local government bodies for the advancement of matters of common interest;
- 1.6.8 provide strong advocacy speaking with one voice on what matters most to the communities of the Constituent Councils;
- 1.6.9 work together to make the best use of available resources
- 1.6.10 collaborate to deliver effective services;

- 1.6.11 build partnerships with those who can contribute to stronger and more sustainable communities;
- 1.6.12 develop and implement a robust Business Plan consistent with the Region Plan.

2. Powers and Functions of the Legatus Group

The powers, functions and duties of the Legatus Group are to be exercised in the performance of the Legatus Group's objects and purposes, comprise:

2.1 Functions and Powers

In addition to those specified in the Act, the functions and powers of the Legatus Group are:

- 2.1.1 subject to Clause 2.4 becoming a member of or co-operating or contracting with any other association or organisation;
- 2.1.2 subject to Clause 2.4 entering into contracts or arrangements with any Government agency or authority;
- 2.1.3 subject to Clause 2.4 appointing, employing, remunerating, removing or suspending the Chief Executive Officer;
- 2.1.4 subject to Clause 2.4 entering into contracts with any person for the acquisition and/or supply of goods and services;
- 2.1.5 raising revenue through subscriptions and levies from Constituent Councils, by arrangements with sponsor organisations, by arrangement or contract with any other person and by any other means not inconsistent with the objects and purposes of the Legatus Group;
- 2.1.6 printing and publishing any newspapers, periodicals, books, leaflets, or other like writing;
- 2.1.7 appointing persons or committees to oversee the management of the Legatus Group, to steer projects or to pursue geographic or functional interests of Constituent Councils or specific groups of Constituent Councils;
- 2.1.8 with the prior approval of the Board undertake its functions and exercise its power outside the areas of the Constituent Councils, including by providing services ancillary to the purposes of the Legatus Group;
 - 2.1.8.1 To the extent considered necessary or expedient to the performance of its functions by the Board; or
 - 2.1.8.2 To provide services to an unincorporated area of the state;
- 2.1.9 subject to Clause 2.4 employing, engaging or retaining professional advisors to the Legatus Group;

- 2.1.10 subject to Clause 2.4 instituting, initiating and carrying on legal proceedings;
- 2.1.11 making submissions for and accepting grants, subsidies and contributions to further its objects and purposes;
- 2.1.12 subject to Clause 2.4 acquiring, holding, dealing with and disposing of any personal property;
- 2.1.13 with the prior approval of the Constituent Councils purchasing, selling or otherwise acquiring, disposing of or encumbering any real property or interests therein;
- 2.1.14 opening and operating bank accounts;
- 2.1.15 accumulating surplus funds for investment purposes;
- 2.1.16 investing any of the funds of the Legatus Group in any investment provided that:
 - 2.1.16.1 in exercising this power of investment the Legatus Group must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 2.1.16.2 the Legatus Group must avoid investments that are speculative or hazardous in nature;
- 2.1.17 borrowing money and incurring expenditure in accordance with Clause 2.4;
- 2.1.18 giving security for the discharge of liabilities; and
- 2.1.19 doing all other things that are incidental or conducive to the attainment of the objects and purposes of the Legatus Group.

2.2 Duties

The Legatus Group has the following duties:

- 2.2.1 to exercise the functions and powers of the Legatus Group only in the performance and furtherance of the Legatus Group's objects and purposes;
- 2.2.2 to comply with this Charter, the Act, all other applicable law and any lawful direction of the Constituent Councils.

2.3 Other Powers, Functions and Duties

Legatus Group may exercise such other functions, powers and duties as are delegated to the Legatus Group or authorised by the Constituent Councils from time to time.

2.4 Borrowings and Expenditure

2.4.1 The Legatus Group has the power to incur expenditure as follows:

2.4.1.1 in accordance with a budget adopted by the Legatus Group and approved by the Constituent Councils as required by the Act or this Charter; or

2.4.1.2 with the prior approval of the Constituent Councils; or

2.4.1.3 in accordance with the Act, in respect of expenditure not contained in a budget adopted by the Legatus Group for a purpose of genuine emergency or hardship.

2.4.2 Subject to Clause 2.2 the Legatus Group has the power to borrow money as follows:

2.4.2.1 in accordance with a budget adopted by the Legatus Group as required by the Act or this Charter;

2.4.2.2 in respect of an overdraft facility or facilities up to a maximum amount of \$100,000;

2.4.2.3 with the prior approval of the Constituent Councils.

2.5 Property

2.5.1 All property held by the Legatus Group is held by it on behalf of the Constituent Councils.

2.5.2 No person may sell, encumber or otherwise deal with any property of the Legatus Group without the prior approval of the Constituent Councils and the approval of the Legatus Group by resolution of the Board.

2.6 Delegation by the Legatus Group

2.6.1 The Legatus Group may in accordance with this Charter and the Act by resolution delegate to a committee of the Legatus Group, an employee of the Legatus Group, a Constituent Council or to a person for the time being occupying a particular office or position of the Legatus Group any of its powers and functions under this Charter or the Act but may not delegate:

2.6.1.1 the power to impose charges;

2.6.1.2 the power to borrow money or obtain any other form of financial accommodation not contained in a Budget adopted by the Legatus Group;

2.6.1.3 the power to approve expenditure of money on the works, services or operations of the Legatus Group not contained in a Budget adopted by the Legatus Group and approved by the Constituent Councils;

- 2.6.1.4 the power to approve the reimbursement of expenses or payment of allowances to Board Members;
- 2.6.1.5 the power to adopt or revise a Budget, Business Plan, Strategic Plan or Long Term Financial Plan of the Legatus Group;
- 2.6.1.6 the power to adopt or revise financial estimates and reports.
- 2.6.2 A delegation is revocable at will and does not prevent the Legatus Group from acting in a matter.
- 2.6.3 Where a power or function is delegated to an employee, or a person occupying a particular office or position, that employee or person is responsible to the Chief Executive Officer for the efficient and effective exercise or performance of that power or function.

3. BOARD OF MANAGEMENT

3.1 Structure

- 3.1.1 The Legatus Group is a body corporate and is governed by the Act and this Charter.
- 3.1.2 The Board is the Legatus Group's governing body and has the responsibility for the administration of the affairs of the Legatus Group ensuring that the Legatus Group acts in accordance with this Charter and all relevant legislation including the Act.

3.2 Membership of the Board

- 3.2.1 The Board shall consist of all of the principal members of the Constituent Councils.
- 3.2.2 Each Board Member shall be entitled to exercise one vote on any matter arising for decision.

3.3 Functions of the Board

- 3.3.1 In addition to the functions of the Board set out in the Act, the functions of the Board include:
 - 3.3.1.1 the formulation of strategic plans and strategies aimed at achieving the objects and purposes of the Legatus Group;
 - 3.3.1.2 providing effective governance and developing such policies and procedures as give effect to good governance and administrative practices;
 - 3.3.1.3 to providing input and policy direction to the Legatus Group;
 - 3.3.1.4 monitoring, overseeing and evaluating the performance of the Chief Executive Officer of the Legatus Group;

- 3.3.1.5 ensuring that ethical behaviour and integrity is established and maintained by the Legatus Group, the Board and Board Members in all activities undertaken by the Legatus Group;
- 3.3.1.6 ensuring that the activities of the Legatus Group are undertaken in an open and transparent manner;
- 3.3.1.7 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons.

3.4 Propriety of Members of the Board

- 3.4.1 The principles regarding conflict of interest prescribed in the Act apply to all Board Members in the same manner as if they were elected members of a council.
- 3.4.2 The Board Members are required to comply with Division 2, Chapter 5 (Register of Interests) of the Act.
- 3.4.3 The Board Members will at all times act in accordance with their duties of confidence and confidentiality and individual fiduciary duties including honesty and the exercise of reasonable care and diligence with respect to the performance and discharge of official functions and duties as required by Part 4, Division 1, Chapter 5 of the Act and Clause 23 of Part 2 of Schedule 2 to the Act.

3.5 Chair of the Board

- 3.5.1 A Chair and two Deputy Chairs shall be elected at the Annual General Meeting by and from the Board Members.
- 3.5.2 The Chair and Deputy Chairs shall hold office from the Annual General Meeting at which they are elected until the next Annual General Meeting.
- 3.5.3 Nominations from Constituent Councils for the positions of Chair and Deputy Chairs must be in writing and must reach the Chief Executive Officer no later than one week prior to the date of the Annual General Meeting.
- 3.5.4 If the Chair resigns as Chair, is removed from office as Chair, refuses or is unable to act as Chairperson or is no longer a Board Member, either one of the Deputy Chairs may act as Chair until the election of a new Chair at the next Annual General Meeting.
- 3.5.5 The Chair shall preside at all meetings of the Board and, in the event of the Chair being absent from a meeting, one of the Deputy Chairs chosen by those Board Members present shall preside and in the event of the Chair and both Deputy Chairs being absent from a meeting, the Board Members present shall appoint a Board Member from amongst them, who shall preside for that meeting or until the Chair or a Deputy Chair is present.

3.6 Proceedings of the Board

Board Meetings

- 3.6.1 Ordinary meeting of the Board must take place at such times and places as may be fixed by the Legatus Group Board
- 3.6.2 An ordinary meeting of the Board will constitute an ordinary meeting of the Legatus Group. The Board shall administer the business of the Legatus Group at the ordinary meeting.
- 3.6.3 For the purposes of this subclause, the contemporary linking together by telephone, audio-visual or other instantaneous means ('telecommunications meeting') of the Board Members provided that at least a quorum is present, is deemed to constitute a meeting of the Board. Each of the Board Members taking part in the telecommunications meeting, must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board Members present. At the commencement of the meeting, each Board Member must announce his/her presence to all other Board Members taking part in the meeting. A Board Member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or other communication equipment, unless that Board Member has previously notified the Chair of the meeting.
- 3.6.4 Meetings of the Board will be open to the public and Chapter 6 Part 3 of the Act extends to the Legatus Group as if the Legatus Group were a council and the Board Members were members of the council.

Notice of Meetings

- 3.6.5 Notice of an ordinary meeting of the Board and an Annual General Meeting must be given by the Chief Executive Officer to each Board Member and Chief Executive Officer of the Constituent Councils at least five (5) clear days prior to the holding of the meeting.
- 3.6.6 The Chief Executive Officer must, in relation to a notice of a meeting of the Board for the purpose of considering the making of a recommendation to the Constituent Councils to wind up the Legatus Group, provide the notice to all Board Members and the Chief Executive Officers of the Constituent Councils at least four (4) months before the date of the meeting.
- 3.6.7 Notice of a meeting of the Board must:
 - 3.6.7.1 be in writing; and
 - 3.6.7.2 set out the date, time and place of the meeting; and
 - 3.6.7.3 be signed by the Chief Executive Officer; and
 - 3.6.7.4 contain, or be accompanied by, the agenda for the meeting.
- 3.6.8 Any Constituent Council, the Chair or three (3) Board Members may by delivering a written request to the Chief Executive Officer require a

special meeting of the Board to be held. The request to the Chief Executive Officer requiring a special meeting to be held must be accompanied by the agenda for the meeting and any written reports intended to be considered at the meeting and if an agenda is not provided the request is of no effect.

- 3.6.9 On receipt of the request pursuant to Clause 3.6.8 the Chief Executive Officer must send a notice of the special meeting to all Board Members and Chief Executive Officers of the Constituent Councils at least twenty four (24) hours prior to the commencement of the special meeting.
- 3.6.10 The Chief Executive Officer must, insofar as is reasonably practicable:
 - 3.6.10.1 ensure that items on an agenda given to Board Members are described with reasonable particularity and accuracy; and
 - 3.6.10.2 supply to each Board Member at the time that notice of a meeting is given a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).
- 3.6.11 Notice of a meeting of the Board may be given to a Board Member:
 - 3.6.11.1 personally; or
 - 3.6.11.2 by delivering the notice (whether by post, electronically or otherwise) to the usual place of residence of the Board Member or to another place authorised in writing by the Board Member; or
 - 3.6.11.3 by leaving the notice for the Board Member at an appropriate place at the principal office of the Constituent Council for which the Board Member is the principal member; or
 - 3.6.11.4 by a means authorised in writing by the Board Member as being an available means of giving notice.
- 3.6.12 A notice that is not given in accordance with Clause 3.6.11 is taken to have been validly given if the Chief Executive Officer considers it impracticable to give the notice in accordance with that Clause and takes action the Chief Executive Officer considers reasonable practicable in the circumstances to bring the notice to the attention of the Board Member.
- 3.6.13 The Chief Executive Officer must give notice to the public of the times and places of meetings of the Board at least five (5) clear days prior to the holding of the meeting by causing a copy of the notice and agenda for the meeting to be placed on the website of the Constituent Councils and the Legatus Group.
- 3.6.14 Subject to Clause 3.6.16, the Chief Executive Officer must also ensure that a reasonable number of copies of any document or report

supplied to Board Members for consideration at a meeting of the Board are available for inspection by members of the public:

- 3.6.14.1 on the Legatus Group website as soon as practicable after the time when the document or report is supplied to Board Members; or
 - 3.6.14.2 in the case of a document or report supplied to Board Members at the Board Meeting, at the meeting as soon as practicable after the time when the document or report is supplied to Board Members.
- 3.6.15 The Chief Executive Officer may indicate on a document or report provided to Board Members under Clause 3.6.14.2 any information or matter contained in or arising from a document or report that may, if the Board determines, be considered in confidence in accordance with Clause 3.6.4 provided that the Chief Executive Officer at the same time specifies the basis on which an order could be made pursuant to the provisions of Chapter 6 Part 3 of the Act.
- 3.6.16 Clause 3.6.14 does not apply to a document or report:
- 3.6.16.1 that is subject to the operation of Clause 3.6.15; or
 - 3.6.16.2 that relates to a matter dealt with by the Board on a confidential basis in accordance with Clause 3.6.4 and Chapter 6 Part 3 of the Act.
- 3.6.17 The Chief Executive Officer must maintain a record of all notices of Board meetings given under Clause 3.16 to Board Members.

Quorum

- 3.6.18 A meeting of the Board must not commence until a quorum is present and a meeting must not continue if there is not a quorum of Board Members present. A quorum of Board Members will comprise one half of the Board Members in office, ignoring any fraction, plus one.

Voting

- 3.6.19 Unless otherwise required at law or this Charter, all matters for decision of a meeting of the Board shall be decided by a simple majority of the Board Members present and entitled to vote. All Board Members, including the Chair present and entitled to vote are required to vote. All Board Members including the Chair are entitled to a deliberative vote and if the votes are equal the Chair or other Board Member presiding does not have a second or casting vote.

Confidentiality

- 3.6.20 All Board Members must keep confidential all documents and any information provided to them for their consideration prior to a meeting of the Board that is subject to the operation of Clause 3.6.15 or that relates to a matter dealt with by the Board on a confidential basis in accordance with Clause 3.6.4 and Chapter 6, Part 3 of the Act.

Minutes

- 3.6.21 The Chief Executive Officer must cause minutes to be kept of the proceedings at every meeting of the Board and ensure that the minutes are presented at the next ordinary meeting of the Board where the Chief Executive Officer is absent or excluded from attendance at a meeting of the Board pursuant to Clause 3.6 the person presiding at the meeting shall cause the minutes to be kept..
- 3.6.22 Subject to Clause 3.6.24 a copy of the minutes of a meeting of the Board must be placed on public display at the principal offices of the Constituent Councils and the Legatus Group within five (5) days after the meeting and kept on public display for a period of one (1) month.
- 3.6.23 Subject to Clause 3.6.24, a person is entitled, on payment of a fee fixed by the Board, to obtain a copy of any documents placed on public display.
- 3.6.24 Clauses 3.6.22 and 3.6.23 do not apply in relation to a document or part of a document dealt with by the Board on a confidential basis in accordance with Clause 3.6 and Chapter 6, Part 3 of the Act.
- 3.6.25 Subject to this Charter and to any direction of the Constituent Councils the Board may determine its own procedures to apply to proceedings at and conduct of meetings of which must be fair and contribute to free and open decision making where the Board has not determined a procedure and the procedure is not specified in this Charter, the procedures specified in Part 2 of the Local Government (Procedures at Meetings) Regulations 2013 will apply.

3.7 Annual General Meeting

- 3.7.1 The Annual General Meeting will:
 - 3.7.1.1 be held not later than 30 September in each calendar year;
 - 3.7.1.2 receive the Legatus Group's Annual Report which may incorporate reports from committees and any representatives reports from other organisations;
 - 3.7.1.3 receive the audited financial statement for the preceding financial year;
 - 3.7.1.4 acknowledge the appointment of Board Members;
 - 3.7.1.5 elect the Chair and two Deputy Chairs;
 - 3.7.1.6 appoint representatives to other organisations;
 - 3.7.1.7 consider any other business requiring consideration by the Board Members in general meeting.

4. CHIEF EXECUTIVE OFFICER

- 4.1 The Board shall appoint a Chief Executive Officer of the Legatus Group to manage the affairs of the Legatus Group on terms agreed between the Chief Executive Officer and the Board.
- 4.2 The Chief Executive Officer is responsible to the Legatus Group for the implementation of the decisions of the Legatus Group and will work collaboratively with the Regional Management Group.
- 4.3 The terms and conditions of the engagement and remuneration of the Chief Executive Officer shall be reviewed annually according to any employment agreement that may be in place with the Chief Executive Officer.
- 4.4 The Chief Executive Officer shall cause records to be kept of all activities and financial affairs of the Legatus Group in accordance with this Charter.
- 4.5 The Board shall delegate responsibility for the day to day management of the Legatus Group to the Chief Executive Officer, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Legatus Group.
- 4.6 The functions of the Chief Executive Officer shall be specified in the terms and conditions of appointment and shall include but are not limited to:
 - 4.6.1 attending at all meetings of the Board unless excluded by resolution of the Board;
 - 4.6.2 ensuring that the decisions of the Board are implemented in a timely and efficient manner;
 - 4.6.3 providing information to assist the Board to assess the Legatus Group's performance against its Strategic and Business Plans;
 - 4.6.4 appointing, managing, suspending and dismissing employees of the Legatus Group;
 - 4.6.5 determining the conditions of employment of employees of the Legatus Group, within budgetary constraints set by the Board;
 - 4.6.6 providing advice and reports to the Board on the exercise and performance of its powers and functions under this Charter or any Act;
 - 4.6.7 ensuring that the Legatus Group is at all times complying with Schedule 2 of the Local Government Act 1999;
 - 4.6.8 co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Legatus Group;
 - 4.6.9 ensuring that the assets and resources of the Legatus Group are properly managed and maintained;
 - 4.6.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;

- 4.6.11 ensuring that the Legatus Group's annual report is distributed to the Constituent Councils in time to be incorporated in their annual reports;
 - 4.6.12 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Board; and
 - 4.6.13 achieving financial outcomes in accordance with adopted plans and budgets of the Legatus Group.
- 4.7 The Chief Executive Officer may delegate or sub-delegate to:
- 4.7.1 a committee;
 - 4.7.2 an employee of the Legatus Group;
 - 4.7.3 an employee of a Constituent Council; or
 - 4.7.4 a person for the time being occupying a particular office or position,
- any power or function vested in the Chief Executive Officer. Such delegation or sub-delegation may be subject to any conditions or limitations as determined by the Chief Executive Officer is revocable at will and does not prevent the Chief Executive Officer from acting in relation to a matter.
- 4.8 A written record of all delegations and sub-delegations must be kept by the Chief Executive Officer at all times.

5. FINANCIALS

5.1 **Budget**

- 5.1.1 The proposed Annual Business Plan and the Budget must be referred to the Constituent Councils at least eight (8) weeks prior to the date of the meeting at which the budget is to be adopted.
- 5.1.2 Constituent Councils may comment on the Annual Business Plan and the Budget in writing to the Chief Executive Officer at least ten (10) business days before the meeting at which the budget is to be adopted or through its Board Member at that meeting.
- 5.1.3 The Legatus Group must adopt the Annual Business Plan and Budget after 31 May and before 30 June for the ensuing Financial Year.
- 5.1.4 The Legatus Group must provide a copy of its adopted Budget to the Constituent Councils within five (5) business days after the adoption of the Budget by the Legatus Group
- 5.1.5 Reports summarising the financial position and performance of the Legatus Group against the Budget must be prepared and presented to

the Board at each ordinary meeting of the Board and copies provided to the Constituent Councils.

- 5.1.6 The Legatus Group must reconsider its Budget in accordance with the Act and in a manner consistent with the Act and may amend its Budget for a Financial Year at any time before the year ends.
- 5.1.7 The Legatus Group must submit to each Constituent Council for approval, any proposed amendment to the Budget that provides for an additional financial contribution by the Constituent Councils.
- 5.1.8 The contents of the Budget must be in accordance with the Act.

5.2 Financial Standards and Reporting

- 5.2.1 The Legatus Group must ensure that the Financial Statements of the Legatus Group for each Financial Year are audited by the Legatus Group's auditor.
- 5.2.2 The Financial Statements must be finalised and audited in sufficient time to be included in the Annual Report to be provided to the Constituent Councils pursuant to Clause 6.3.3.

5.3 Long Term Financial Plan

- 5.3.1 The Legatus Group must prepare and submit to the Constituent Councils for their approval a Long Term Financial Plan covering a period of at least ten (10) years in a form and including such matters which, as relevant, is consistent with Section 122 of the Act and the Local Government (Financial Management) Regulations 2011 as if the Legatus Group were a council.
- 5.3.2 The Legatus Group may at any time review the Long Term Financial Plan but must undertake a review of the Long Term Financial Plan as soon as practicable after the annual review of its Business Plan and concurrently with any review of its Strategic Plan.
- 5.3.3 In any event, the Legatus Group must undertake a comprehensive review of its Long Term Financial Plan every four (4) years.
- 5.3.4 The Long Term Financial Plan will be taken to form part of the Legatus Group's Strategic Plan.

5.4 Financial Management

- 5.4.1 The Legatus Group shall keep proper books of accounts in accordance with the requirements of the Act and Local Government (Financial Management) Regulations 1999.
- 5.4.2 The Legatus Group must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
- 5.4.3 The Legatus Group will develop and maintain appropriate policies and procedures for all financial transactions including in relation to signing cheques and electronic funds transfer.

5.4.4 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Legatus Group.

5.5 Levies

5.5.1 The Legatus Group may levy Constituent Councils or any of them for a specified purpose or purposes.

5.5.2 A levy must be imposed by a meeting of the Board.

5.5.3 The Chief Executive Officer must give notice of the levy to all affected Constituent Councils.

5.5.4 A levy will not be binding on Constituent Councils until the expiration of one calendar month from the date of the notice.

5.5.5 A Constituent Council which objects in writing to the imposition of the levy within one month of the date of the notice shall be exempt from payment of the levy until its objection is considered at a meeting of the Board.

5.5.6 The Legatus Group must, after consideration of the objection of one or more Constituent Councils to a levy, confirm or vary the levy on that Council or exempt that Council from payment of the levy.

5.5.7 The Chair may convene an urgent meeting to consider an objection to a levy.

6. MANAGEMENT FRAMEWORK

6.1 Strategic Plan

Consistent with the Long Term Financial Plan set out above, the Legatus Group must:

6.1.1 prepare and adopt a Strategic Plan with a minimum operational period of ten (10) years which sets out the goals, objectives, strategies and priorities of the Legatus Group over the period of the Strategic Plan;

6.1.2 prepare an Asset Management Plan, with detailed financials for the first ten years;

6.1.3 submit the Strategic Plan to the Constituent Councils for their approval.

6.2 Annual Business Plan

The Legatus Group shall:

6.2.1 prepare an Annual Business Plan linking the core activities of the Legatus Group to strategic, operational and organisational requirements with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period;

- 6.2.2 consult with the Constituent Councils prior to adopting or amending the Annual Business Plan; and
- 6.2.3 ensure contents of the Business Plan is in accordance with the Act.

6.3 Annual Report

- 6.3.1 The Legatus Group must each year, produce an Annual Report summarising the activities, achievements and financial performance of the Legatus Group for the preceding Financial Year.
- 6.3.2 The Annual Report must incorporate the audited financial statements of the Legatus Group for the relevant Financial Year.
- 6.3.3 The Annual Report must be provided to the Constituent Councils by 30 September each year.

6.4 Audit

- 6.4.1 The Legatus Group must cause adequate and proper books of account to be kept in relation to all the affairs of the Legatus Group and must establish and maintain effective auditing of its operations.
- 6.4.2 The Legatus Group must appoint an Auditor in accordance with the Act on such terms and conditions as determined by the Legatus Group.
- 6.4.3 The audited Financial Statements of the Legatus Group, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Constituent Councils by 30 September in each year.

6.5 Audit Committee

- 6.5.1 The Legatus Group must establish an Audit and Risk Management Committee to be comprised of five (5) persons nominated by the Legatus Group and approved by the Constituent Councils.
- 6.5.2 The members of the Audit and Risk Management Committee:
 - 6.5.2.1 must include two (2) professionally qualified officers, one of each from the staff of the Constituent Councils;
 - 6.5.2.2 must include at least 1 person who is not a member of the Board and who is determined by the Constituent Councils to have financial experience relevant to the functions of the Audit and Risk Management Committee;
 - 6.5.2.3 may include elected members of the Constituent Councils;
 - 6.5.2.4 must have regard to the Act in performing their duties.
- 6.5.3 The term of appointment of a member of the Audit and Risk Management Committee shall be for a term not exceeding two (2) years at the expiry of which such member will be eligible for reappointment.

7. MISCELLANEOUS

7.1 New Members

- 7.1.1 Subject to the provisions of the Act, a council may become a Constituent Council by the unanimous agreement of the Constituent Councils and this Charter may be amended to provide for the admission of a new constituent council or councils, with or without conditions of membership.

7.2 Subscription

- 7.2.1 Every Constituent Council shall be liable to contribute monies to the Legatus Group each financial year.
- 7.2.2 The amount of each Constituent Council's subscription will be decided at the meeting where they adopt the Annual Business Plan and Budget and that subscriptions will be due and payable within one month of a written request from the Chief Executive Officer for payment.

7.3 Disqualification

- 7.3.1 Subject to any legislative requirements, a Council which fails to pay its subscription or any other monies due to the Legatus Group within six months from the date upon which the subscription or other monies become due and payable shall cease to be a Constituent Council or, as the case may be, an Affiliate.
- 7.3.2 The Chief Executive Officer will give notice in writing to the Council that its status as a Constituent Council or, as the case may be, an Affiliate, has been terminated.

7.4 Withdrawal

- 7.4.1 Subject to the Act and this Charter, a Constituent Council may cease to be a Constituent Council by giving not less than thirty six (36) months' notice in writing of such withdrawal to the Chief Executive Officer provided that its subscription of the current year and other monies outstanding prior to the date of its giving notice of withdrawal have been paid to the Legatus Group.
- 7.4.2 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council to contribute to any loss or liability incurred by the Legatus Group at any time before or after such withdrawal in respect of any act or omission by the Legatus Group prior to such withdrawal.

7.5 Insurance and Superannuation Requirements

- 7.5.1 The Legatus Group shall register with the Local Government Mutual Liability Scheme and Local Government Workers Compensation Scheme and comply with the rules of those Schemes.

- 7.5.2 The Legatus Group shall advise the Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Legatus Group.

7.6 Legatus Group Winding Up

- 7.6.1 The Legatus Group may be wound up in accordance with the Act by unanimous resolution of the Constituent Councils.
- 7.6.2 In the event of a winding up, any surplus assets after payment of all expenses shall be returned to each Constituent Councils in proportion to the subscription paid by each Constituent Council in the financial year prior to the passing of the resolution wind up.
- 7.6.3 If there are insufficient funds to pay all expenses due by the Legatus Group on winding up, a levy shall be imposed on all Constituent Councils in proportion to the subscription paid by each Constituent Council in the financial year prior to the passing of the resolution to wind up.

7.7 Non-derogation and Direction by Constituent Councils

- 7.7.1 The establishment of the Legatus Group does not derogate from the power of any of the Constituent Councils to act independently or jointly in relation to a matter within the jurisdiction of the Legatus Group.
- 7.7.2 Provided that the Constituent Councils have first agreed by unanimous resolution of each Constituent Council as to the action to be taken, the Constituent Councils may jointly direct and control the Legatus Group.
- 7.7.3 Where the Legatus Group is required pursuant to the Act or this Charter to obtain the approval of one or more of the Constituent Councils that approval must only be granted and must be evidenced by a resolution passed by either or all of the Constituent Councils granting such approval.
- 7.7.4 Unless otherwise stated in this Charter where the Legatus Group is required to obtain the consent or approval of the Constituent Councils this means the consent or approval of all of the Constituent Councils expressed in the same or similar terms.
- 7.7.5 For the purpose of Clause 7.7.1, any direction given by the Constituent Councils must be communicated by notice in writing provided to the Chief Executive Officer of the Legatus Group together with a copy of the relevant resolutions of the Constituent Councils.

7.8 Alteration and Review of Charter

- 7.8.1 This Charter will be reviewed by the Constituent Councils at least once in every four (4) years.
- 7.8.2 This Charter may be amended by a resolution passed by a simple majority of the Constituent Councils.

7.8.3 Before the Constituent Councils vote on a proposal to alter this Charter they must take into account any recommendation of the Board.

7.9 Disputes

7.9.1 General

7.9.1.1 Where a dispute arises between the Constituent Councils or between a Constituent Council and the Authority (the parties to this Charter) which relates to this Charter or the Authority, ('the Dispute') the parties will use their best endeavours to resolve the Dispute and to act at all times in good faith.

7.9.2 Mediation

7.9.2.1 A party is not entitled to initiate arbitration or court proceedings (except proceedings seeking urgent equitable or injunctive relief) in respect of a Dispute unless it has complied with this Clause 7.9.2.

7.9.2.2 If the parties are unable to resolve the Dispute within thirty (30) days, the parties must refer the Dispute for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated, within seven (7) days of a written request by any party to the other party that the Dispute be referred for mediation, to:

- (a) a mediator agreed by the parties; or
- (b) if the parties are unable to agree on a mediator at the time the Dispute is to be referred for mediation, a mediator nominated by the then President of the Law Society or the President's successor.

7.9.2.3 In the event the parties fail to refer the matter for mediation in accordance with Clause 7.9.2.2, one or more of the parties may refer the matter for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated to a mediator nominated by the then President of the Law Society or the President's successor.

7.9.2.4 The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has so agreed in writing.

7.9.2.5 If mediation does not resolve the Dispute within 28 days of referral of the Dispute for mediation or such longer period agreed unanimously by the parties as evidenced by resolutions of each of the parties, any party may then refer the Dispute to Arbitration in accordance with Clause 7.9.3.

7.9.3 Arbitration

- 7.9.3.1 An arbitrator may be appointed by agreement between the parties.
- 7.9.3.2 Failing agreement as to an arbitrator the then Chairperson of the South Australian Chapter of the Institute of Arbitrators or his successor shall nominate an Arbitrator pursuant to these conditions.
- 7.9.3.3 A submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Commercial Arbitration Act 1985 (South Australia).
- 7.9.3.4 Upon serving a notice of arbitration the party serving the notice shall lodge with the arbitrator a deposit by way of security for the cost of the arbitration proceedings.
- 7.9.3.5 Upon each submission to arbitration, the costs of and incidental to the submission and award shall be at the discretion of the arbitrator who may in his or her sole discretion determine the amount of costs, how costs are to be proportioned and by whom they are to be paid.
- 7.9.3.6 Whenever reasonably possible performance of the obligations of the parties pursuant to this Charter shall continue during the mediation or arbitration proceedings and no payment by or to a party shall be withheld on account of the mediation and arbitration proceedings.

7.10 Committees

- 7.10.1 The Board may establish a committee of Board Members and/or other persons for the purpose of:
 - 7.10.1.1 enquiring into and reporting to the Board on any matter within the Legatus Group's functions and powers and as detailed in the terms of reference given by the Board to the Committee; or
 - 7.10.1.2 exercising, performing or discharging delegated powers, functions or duties.
- 7.10.2 A member of a committee established under this Clause holds office at the pleasure of the Board.
- 7.10.3 The Board may establish advisory committees consisting of or including persons who are not Board Members for enquiring into and reporting to the Board on any matter within the Legatus Group's functions and powers and as detailed in the terms of reference determined by the Board.
- 7.10.4 A member of an advisory committee established under this clause holds office at the pleasure of the Board.
- 7.10.5 The Chair of the Board is ex-officio a member of any committee or advisory committee established by the Board.

7.11 Regional Management Group

- 7.11.1 The Regional Management Group shall comprise the Chief Executive Officers of the Constituent Councils and they will include the Chief Executive Officer for attendance at their meetings who will in turn provide the secretariat services on behalf of the Regional Management Group.
- 7.11.2 The Regional Management Group will support and work collaboratively with the Chief Executive Officer to implement and deliver the strategic objectives of the Legatus Group.
- 7.11.3 The Regional Management Group will meet at such times and at places determined by the Regional Management Group except that there must be at least one meeting every three (3) months.
- 7.11.4 The members of the Regional Management Group may attend Board meetings and provide such advice and support to the Board as required from time to time.
- 7.11.5 The proceedings of meetings of the Regional Management Group will be determined by the Regional Management Group.

7.12 Legatus Group Common Seal

- 7.12.1 The Legatus Group shall have a common seal upon which its corporate name shall appear in legible characters.
- 7.12.2 The common seal shall not be used without the express authorisation of a resolution of the Legatus Group Board and every use of the common seal shall be recorded in the minute book of the Legatus Group.
- 7.12.3 The affixing of the common seal shall be witnessed by the Chair or a Deputy Chair and the Chief Executive Officer or such other person as the Legatus Group may appoint for the purpose.
- 7.12.4 The common seal shall be kept in the custody of the Chief Executive Officer or such other person as the Legatus Group may from time to time decide.

7.13 Circumstances Not Provided For

- 7.13.1 If any circumstance arises about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Chair may decide the action to be taken to ensure achievement of the objects of the Legatus Group and its effective administrator.
- 7.13.2 The Chair shall report any such decision at the next general meeting.