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GLENORCHY CITY COUNCIL	

**SECOND
PARTNERSHIP AGREEMENT**

BETWEEN THE

STATE GOVERNMENT

AND

GLENORCHY CITY COUNCIL



July 2008

**PARTNERSHIP AGREEMENT
BETWEEN
THE STATE GOVERNMENT AND
GLENORCHY CITY COUNCIL**

AN AGREEMENT made the 30th day of July, two thousand and eight (2008)

BETWEEN

THE CROWN IN RIGHT OF THE STATE OF TASMANIA, and
GLENORCHY CITY COUNCIL, a body corporate created pursuant to the *Local Government Act 1993*:

WHEREAS the State Government is committed to Tasmania *Together*, the 20-year social, environmental and economic plan for Tasmania to guide and enhance the future development of the State;

AND WHEREAS the State Government and the Glenorchy City Council are committed through this and subsequent Agreements to create a genuine, cooperative working relationship to generate new opportunities for growth and development in the Glenorchy City municipal area based on the combined future directions;

AND WHEREAS the parties to this Agreement:

ACKNOWLEDGE the important role which Local Government plays in the social and economic development of the communities that it serves;

RECOGNISE that the strength and sustainable growth of Tasmania's regional economies is vital to the overall development of the Tasmanian economy;

RECOGNISE that an active partnership between State and local governments is central to identifying opportunities to maximise growth and to building on the State's economic and social strengths;

ACKNOWLEDGE that Partnership Agreements are a key tool for building on the comparative advantage of priority areas, driving region-wide development objectives and outlining priority tasks to achieve economic and social development goals;

ARE COMMITTED to the adoption of economic, environmental and social development outcomes and service delivery arrangements with most benefit to the Glenorchy City municipal area and other Tasmanian communities.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - APPLICATION AND INTERPRETATION

- 'Council' means the Council of the municipal area of Glenorchy City, a body corporate created pursuant to the *Local Government Act 1993*
- 'State' means the Crown in right of the State of Tasmania
- 'Parties' means the State Government and the Council
- 'Partnership Agreement' means this agreement between the parties.

SECTION 2 - PRINCIPLES OF PARTNERSHIP AGREEMENTS

- 2.1 Partnership Agreements reflect the parties' shared desire for improved cooperation between State and Local Government.
- 2.2 Within a partnering framework, the State will maintain responsibility for services that require uniform standards or consistency. The State will also retain responsibility for statewide economic development and social issues.
- 2.3 Changes in responsibilities should achieve overall efficiency across both spheres of government.
- 2.4 Where services are more effectively and efficiently delivered at the local level, agreement will be reached on appropriate funding arrangements.
- 2.5 Unless otherwise specified this Agreement is not intended to, and does not create binding legal relations between the parties.
- 2.6 Any amendment of existing service delivery or asset ownership arrangements will be the subject of contractual arrangements between parties, to ensure appropriate accountability and transparency of implementation.
- 2.7 Results from Partnership Agreements should be measurable through agreed performance indicators.
- 2.8 The parties recognise the importance of ensuring that the Glenorchy City community is informed and involved in the Partnership Agreement process.

SECTION 3 - DESIRED OUTCOMES

- 3.1 Through this and subsequent Partnership Agreements, the parties will identify new opportunities to promote economic development and job creation, enhance community wellbeing and implement sustainable environmental policies and practices.
- 3.2 The parties recognise the desired outcomes are inter-linked, and the achievement of individual outcomes will be assisted by the strategies undertaken in respect of other outcomes.

SECTION 4 - ACHIEVEMENT OF DESIRED OUTCOMES

- 4.1 The Schedules to this Agreement deal with the specific outcomes the parties wish to achieve together with implementation strategies. The Schedules should be interpreted in accordance with Sections 1, 2 and 3 of this Agreement.
- 4.2 Unless specifically mentioned, nothing in this Agreement affects any existing or future commitment or obligation entered into outside the terms of this Agreement.

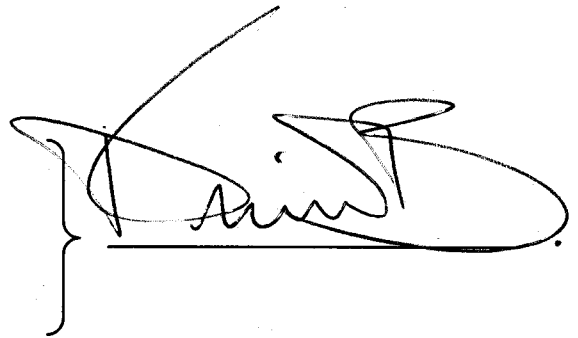
- 4.3 Changes agreed by the parties to service delivery arrangements or asset ownership will be confirmed with a binding contract specifying resources and other commitments. These changes will be subject to an appropriate assessment of relevant public interest, risk, or cost benefit.
- 4.4 Subject to any binding contract entered into in accordance with Clause 4.3 of this Agreement, the parties acknowledge their intention that in the event that this Agreement is terminated for any reason, responsibilities and resources will revert to the arrangements that existed at the date of signing the Agreement.

SECTION 5 - REVIEW

- 5.1 This Agreement will be reviewed within three months of the expiry of a three-year period commencing on the date of signing of the Agreement.
- 5.2 The Peak Group will carry out an evaluation at the end of the first year of the Agreement. This is an opportunity for issues and priorities to be discussed and confirmed and for additional issues to be considered for possible inclusion in the Agreement.
- 5.3 The Peak Group may carry out an evaluation at the end of the second year of the Agreement if each party thinks it necessary or appropriate.
- 5.4 The Agreement may be amended or new schedules added at the evaluation held at the end of the first year of the Agreement, or the review held at the conclusion of the Partnership Agreement.
- 5.5 The State will ensure that an annual report is provided to the Parliament on the state of Partnership Agreements, and the Council will ensure that a report on the operation of the Agreement is included in its Annual Report.
- 5.6 The parties agree that they will prepare and exchange regular reports on the progress of the Agreement.
- 5.7 The parties agree that any disputes as to the operation of this Agreement will be negotiated initially through the Partnership Agreement Peak Group.
- 5.8 If it is not possible to resolve a dispute through the Peak Group, the parties will seek resolution through independent professional mediation.
- 5.9 If the dispute cannot be resolved through independent professional mediation, the disputing party may withdraw from the Schedule or Schedules in dispute. The parties agree that in this event, the arrangements that existed prior to the Agreement will be reinstated.

SIGNED for and on behalf of **THE CROWN**
IN RIGHT OF THE STATE OF TASMANIA

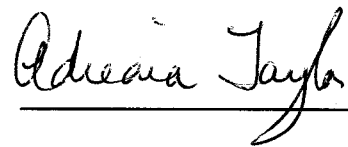
By the Hon David Bartlett MP
Premier



A handwritten signature in black ink, appearing to read 'David Bartlett', written over a horizontal line. A large right-facing curly bracket is positioned to the left of the signature.

SIGNED for and on behalf of **GLENORCHY CITY**
COUNCIL

By Ald Adriana Taylor
Mayor
Glenorchy City Council



A handwritten signature in black ink, appearing to read 'Adriana Taylor', written over a horizontal line. A large right-facing curly bracket is positioned to the left of the signature.

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1 A CARING COMMUNITY

1.1 CONSULTING WITH THE ABORIGINAL COMMUNITY

Issues

The parties agree the key issues to be addressed are:

- the need to ensure the ongoing development of the consultative mechanism that Council has established with the Aboriginal community through Leprena, which has been endorsed by Women's Karadi Aboriginal Corporation;
- the consultative mechanism will be used to enable the Aboriginal Community to raise issues with Council and will provide a recognised means for Council to consult with the Aboriginal community on issues relevant to the Glenorchy City municipal area; and
- the Department of Premier and Cabinet's (DPAC) Office of Aboriginal Affairs will continue to provide advice to the Glenorchy City Council on local, state and national issues as required.

Actions and timeframes

The parties agree the following actions and timeframes will be used:

No.	Action	Timeframe	Lead Agencies
1.1.1	Jointly attend at least two Leprena consultative meetings per year.	Ongoing for the life of the Agreement	Council / DPAC
1.1.2	Jointly develop action plans to address specific issues raised through the consultative meetings.	Ongoing for the life of the Agreement	Council / DPAC

Links to Tasmania Together Benchmarks

Goal	Standard	Indicator	Indicator definition
8	1	4	Involvement in community action to improve or protect local services or activities.

Links to the Glenorchy Community Plan

Plan Objectives
1.1.2 Develop a strategic framework for including Aboriginal people in activities managed by Council including a process for consultation and ongoing communication.

Links to the Glenorchy City Council Strategic Plan

Council Strategy/Goal	Council Plan/Action
1.1.2	Consult and communicate with Aboriginal people and include them in activities managed by Council in accordance with Council's strategic framework for Aboriginal engagement.

1.2 IMPLEMENTATION OF GLENORCHY SOCIAL PLAN

Issues

The parties agree the key issue to be addressed is:

- commitment and collaboration across government agencies to work with Glenorchy City Council to implement the priorities identified in the 2003 Glenorchy Social Plan.

Actions and timeframes

The parties agree the following actions and timeframes will be used:

No.	Action	Timeframe	Lead Agencies
1.2.1	Council to develop a status report identifying actions that have been implemented or are being implemented from the 2003 Glenorchy Social Plan.	Within 9 months of signing Agreement	Council
1.2.2	Council to prioritise strategies from the Social Plan that have yet to be implemented.	Within 15 months of signing Agreement	Council / Department of Health and Human Services (DHHS)
1.2.3	A Social Plan Working Group will be established to develop mechanisms for actioning priorities identified by the Council.	Within 24 months of signing Agreement	Council / DHHS
1.2.4	The Working Group will facilitate the appropriate agencies and the Council to develop strategies to implement the priorities identified in action 1.2.2.	Ongoing	Council / DHHS

Links to Tasmania Together Benchmarks

Goal	Standard	Indicator	Indicator definition
8	1	1	Proportion of people who think there are opportunities to have a real say on important issues.

Links to the Glenorchy Community Plan

Plan Objectives
3.2.1 Maintain a range of quality affordable services needed by the community.

Links to the Glenorchy City Council Strategic Plan

Council Strategy/Goal	Council Plan/Action
3.2.1.	Maintain a range of quality affordable services needed by the community.

1.3 PULSE YOUTH HEALTH CENTRE

Issues

The parties agree the key issues to be addressed are:

- identified gaps and issues existing in relation to the co-ordination and delivery of specific services for young people in the City of Glenorchy;
- the need to ensure the provision of integrated and responsive services for young people; and
- the need to ensure services available to young people in Glenorchy are responsive to need. This can be best achieved through a collaborative and targeted service delivery model adopted by all key identified stakeholders.

Actions and timeframes

The parties agree the following actions and timeframes will be used:

No.	Action	Timeframe	Lead Agencies
1.3.1	The DHHS, in partnership with the Council and other key stakeholders, including young people and other government and non-government agencies, will work to continue to develop the PULSE Youth Health Centre as a holistic youth health service in Glenorchy.	Ongoing for the life of the Agreement	Council / DHHS
1.3.2	That the PULSE Youth Health Centre will continue to operate on the ground floor of the Glenorchy Community Health Centre.	Ongoing for the life of the Agreement	Council / DHHS
1.3.3	The objectives for the PULSE Youth Health Centre will include the following: <ul style="list-style-type: none"> • to function as a one-stop information, referral, support and development service for young people in the City of Glenorchy; • to provide health and wellbeing services to young people aged 12–25; • to provide services and programs in the areas of health, personal support, employment and recreation as identified through consultation with young people; • to develop strategies to meet the needs of youths from culturally diverse backgrounds; • to develop specific strategies to access 'at risk' young people; 	Ongoing for the life of the Agreement	Council / DHHS

	<ul style="list-style-type: none"> to develop specific strategies to outreach areas outside the Glenorchy central business district; and to provide a base from which a broad range of both government and non-government services can operate within Glenorchy. 		
1.3.4	The Council will employ a youth worker to be based at the PULSE Youth Health Centre.	Ongoing for the life of the Agreement	Council
1.3.5	The DHHS will allocate staff resources from appropriate programs for service delivery with the Centre and funds for service management.	Ongoing for the life of the Agreement	DHHS
1.3.6	A joint commitment from DHHS and the Council to support the ongoing development of the PULSE Youth Health Service.	Ongoing for the life of the Agreement	Council / DHHS
1.3.7	A joint commitment from DHHS and the Council to monitor the implementation of the recommendations of the independent evaluation of the service.	Ongoing for the life of the Agreement	Council / DHHS
1.3.8	<p>DHHS and Department of Education (DoE) will provide computer access and online learning access at the PULSE Youth Health Centre.</p> <p>The DoE will also investigate ways in which the use of computers and online access can be developed to meet the needs of the Pulse clients and enhance connections with education.</p>	Within 3 months of signing Agreement.	DHHS, DoE

Links to Tasmania Together Benchmarks

Goal	Standard	Indicator	Indicator definition
5	4	1	Public access to Internet Services.
8	4	4	Proportion of people who have difficulty in accessing government services.

Links to the Glenorchy Community Plan

Plan Objectives	
3.3.5	Support the ongoing development of the PULSE Youth Health Centre in partnership with the DHHS

Links to the Glenorchy City Council Strategic Plan

Council Strategy/Goal	Council Plan/Action
3.3.5	Support the ongoing development of the PULSE Youth Health Centre in partnership with the DHHS.