

Frankston City Council

Instrument of Delegation (S5)

to

the Chief Executive Officer

Instrument of Delegation

In exercise of the power conferred by s 11(1) of the *Local Government Act 2020 (the Act)* and all other powers enabling it, the Frankston City Council (**Council**) delegates to the member of Council staff holding, acting in or performing the position of Chief Executive Officer, the powers, duties and functions set out in the Schedule to this Instrument of Delegation,

AND declares that

1. this Instrument of Delegation is authorised by a Resolution of Council passed on 21 November 2022;
2. the delegation
 - 2.1 comes into force immediately the common seal of Council is affixed to this Instrument of Delegation;
 - 2.2 revokes the delegation issued by the Council on 20 September 2021
 - 2.3 is subject to any conditions and limitations set out in the Schedule;
 - 2.4 must be exercised in accordance with any guidelines or policies which Council from time to time adopts; and
 - 2.5 remains in force until Council resolves to vary or revoke it.

THE COMMON SEAL of)
FRANKSTON CITY COUNCIL was)
affixed on 01 DECEMBER 2022)

in the presence of:




..... Mayor/ Councillor


..... Chief Executive Officer

SCHEDULE

The power to:

1. determine any issue;
 2. take any action; or
 3. do any act or thing
- arising out of or connected with any duty imposed, or function or power conferred on Council by or under any Act.

Conditions and Limitations

The delegate must not determine the issue, take the action or do the act or thing

1. if the issue, action, act or thing is an issue, action, act or thing which involves
 - 1.1 entering into a contract or making an expenditure exceeding the value of \$1,000,000, exclusive of all taxes, except in the case of renewal of public liability, products liability, work cover premiums, professional indemnity, building and contents insurance policies, as well as tender negotiations on supply of electricity for street lighting or other energy supply contracts and subsequent approval of contracts. The Value of a contract shall be the total contract spend by Council, estimated over the full possible life of the contract, assuming (where relevant) all possible extension options are exercised. In the case of a software (or other on-going) contract without specified latest end dates, it will be assumed that the contract will have a life of seven years;
 - 1.2 the use of the common seal;
 - 1.3 appointing an Acting Chief Executive Officer for a period exceeding 28 days;
 - 1.4 electing a Mayor or Deputy Mayor;
 - 1.5 granting of a reasonable request for leave under section 35 of the Act;
 - 1.6 making any decision in relation to the employment, dismissal or removal of the Chief Executive Officer;
 - 1.7 approving or amending the Council Plan;
 - 1.8 adopting or amending any policy that Council is required to adopt under the Act;
 - 1.9 adopting or amending the Governance Rules;
 - 1.10 appointing the chair or the members to a delegated committee;
 - 1.11 making, amending or revoking a local law;
 - 1.12 approving the Budget or Revised Budget;
 - 1.13 approving the borrowing of money;
 - 1.14 subject to section 181H(1)(b) of the *Local Government Act 1989*, declaring general rates, municipal charges, service rates and charges and specified rates and charges;

- 1.15 appointment of Councillor or community delegates or representatives to external organisations;
 - 1.16 major policy or strategic matters, which will have an impact on the operation of Council;
 - 1.17 the purchase of any land or disposal of any land; and
 - 1.18 approving expenditure of greater than \$20,000 on any one advertising campaign.
2. if the issue, action, act or thing is an issue, action, act or thing which is required by law to be done by Council resolution;
 3. if the issue, action, act or thing is an issue, action or thing which Council has previously designated as an issue, action, act or thing which must be the subject of a Resolution of Council;
 4. if the determining of the issue, taking of the action or doing of the act or thing would or would be likely to involve a decision which is inconsistent with a
 - 4.1 policy; or
 - 4.2 strategy
 adopted by Council;
 5. if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of s 11(2)(a)-(n) (inclusive) of the Act or otherwise; or
 6. if the determining of the issue, the taking of the action or the doing of the act or thing is already the subject of an exclusive delegation to another member of Council staff.
 7. The conditions and limitations in paragraphs 1.8, 1.15 and 1.16 do not apply in the event of there being a state of emergency declared under the *Public Health and Wellbeing Act 2008* or state of disaster declared under the *Emergency Management Act 1986*.
 8. In the event of there being a state of emergency declared under the *Public Health and Wellbeing Act 2008* or state of disaster declared under the *Emergency Management Act 1986*, the delegate may award a contract exceeding the value of \$1,000,000 but not exceeding the value of \$2,000,000, exclusive of all taxes, except in the case of renewal of public liability, products liability, work cover premiums, professional indemnity, building and contents insurance policies, as well as tender negotiations on supply of electricity for street lighting or other energy supply contracts and subsequent approval of contracts. The Value of a contract shall be the total contract spend by Council, estimated over the full possible life of the contract, assuming (where relevant) all possible extension options are exercised. In the case of a software (or other on-going) contract without specified latest end dates, it will be assumed that the contract will have a life of seven years.