

Recreational Boating Facilities Scheme

Funding Agreement

for Planning Project

BETWEEN

THE MINISTER FOR TRANSPORT

AND

APPLICANT

FOR

NAME OF PLANNING PROJECT/STUDY

ROUND XX

Year

(FILE NUMBER)

THIS AGREEMENT is made BETWEEN the **Minister for Transport** C/o Dumas House, West Perth ("the Minister")

AND the **Name of Applicant of** Address ("the Grantee")

RECITALS:

- A.** The Minister for Transport, a body corporate pursuant to section 8 of the *Marine and Harbours Act 1981*, has implemented the Recreational Boating Facilities Scheme ("**RBFS**"), a scheme under which the Minister will make grants to eligible authorities in order, amongst other things, to contribute to the cost of planning for recreational boating facilities.
- B.** The Grantee has applied to the Minister for a grant of funds by the Minister to the Grantee in accordance with the RBFS.
- C.** The Minister has agreed to provide funds to the Grantee on the terms and conditions contained in this agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1** In this agreement, unless the contrary intention appears, the following words have the following meanings:

Actual Component Cost means, in relation to any Component, the amount expended in respect of that Component in order to achieve Completion of the Project.

Actual Project Cost means the total amount expended in order to achieve Completion of the Project.

Approved Project Program means the Project information, which has been approved by the Minister in accordance with clause 4.1.2.

Business Day means a day (not being a Saturday or a Sunday) when banks are open for banking business in Perth, Western Australia.

Completion means when the Resulting Documents have been supplied to, and accepted by, the Minister.

Completion Certificate means a signed certificate as set out in Item 11 of the Schedule.

Component means a part of a Component Project described in Item 6 of the Schedule.

Component Project means a Project where certain portions of the Grant are to be used only for certain parts of the Project described in Item 6 of the Schedule.

Estimated Component Cost means, in relation to any Component, the estimated amount to be expended in respect of that Component in order to achieve Completion of the Project, as set out in Item 6 of the Schedule.

Estimated Project Cost means the estimated amount to be expended in respect of the Project in order to achieve Completion of the Project, as set out in Item 2 of the Schedule.

Event means the occurrence of any one or more of the following:

- (a) loss of property;
- (b) destruction of property;
- (c) damage to property;
- (d) injury;
- (e) death; and
- (f) illness.

Event of Default means an event of default described in clause 9.1.

Grant means the amount set out in Item 1 of the Schedule. The grant amount is expressed as GST exclusive.

Grantee's Contribution means a contribution to the Project made by the Grantee as set out in clause 3.2.

Project means the project named in Item 3 and the Project Specific Requirements described in Item 4 of the Schedule.

Resulting Documents means the documents that constitute or record (as applicable) the outcome of the Project, in format and detail acceptable to the Minister.

Schedule means the Schedule to this agreement.

1.2 In this agreement, unless the contrary intention appears:

- (a) the word "person" includes a firm, a body corporate, an unincorporated association and an authority;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the persons, successors, substitutes (including without limitation, persons taking by novation), assigns, executors and administrators;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) a reference to anything is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (g) a reference to a clause, paragraph or Schedule is a reference to a clause, paragraph or Schedule of this agreement;
- (h) a reference to an accounting term is to be interpreted in accordance with accounting standards under the Corporations Law and, if not inconsistent

with those accounting standards, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate over time; and

- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 Headings are inserted for convenience and do not affect the interpretation of this agreement.

2. PROVISION OF THE GRANT

The Minister agrees to provide the Grant (as reduced by any deductions made in accordance with clauses 3.3, 3.4.1(b) and 3.4.2) to the Grantee at the times and in the manner set out in Item 5 of the Schedule.

3. USE, CONTRIBUTION AND REDUCTION OF THE GRANT

3.1 Use of the Grant

The Grantee may use the Grant only for the purpose set out in Item 6 of the Schedule and for no other purpose.

Where the Project is a Component Project, the Grantee may use the Grant:

- (a) only for the purposes set out in Item 6 of the Schedule;
- (b) only in relation to the Components; and
- (c) in relation to each Component, only in an amount up to the amount set out in Item 6 of the Schedule in relation to that Component.

3.2 Contribution

3.2.1 Where the Project is not a Component Project, the Grantee must make a Grantee's Contribution to the cost of the Project of the amount set out at Item 6 of the Schedule.

3.2.2 Where the Project is a Component Project, the Grantee must make a Grantee's Contribution to the cost of each Component of the amounts set out in the table at Item 6 of the Schedule.

3.2.3 The Grantee's Contribution can include:

- (a) contributions from any other source including, without limiting the generality thereof, State Government Departments; and
- (b) in-kind contributions of materials and labour directly attributable to the Project.

3.2.4 The inclusion and value of in-kind contributions as part of the Grantee's Contribution shall be determined by the Minister, after receipt of a statement detailing in-kind contributions and the Grantee's assessment of their value and reasons why they should be recognised by the Minister as part of the Grantee's Contribution. The

statement shall be included in the report referred to in clause 4.2(b) or attached to the statement referred to in clause 4.3(a).

3.2.5 If, when Completion of the Project has been achieved:

- (a) where the Project is not a Component Project, the Actual Project Cost exceeds the Estimated Project Cost; or
- (b) where the Project is a Component Project, the Actual Component Cost relating to a Component exceeds the Estimated Component Cost relating to that Component;

the Minister and the Grantee agree that the Grantee's Contribution will be increased by the amount of that excess.

3.3 Reduction of the Grant

If, when Completion of the Project has been achieved:

- (a) where the Project is not a Component Project, the Estimated Project Cost exceeds the Actual Project Cost; or
- (b) where the Project is a Component Project, the Estimated Component Cost relating to a Component exceeds the Actual Component Cost relating to that Component;

the Minister and the Grantee agree that the Grant, or the Grant Amount for that Component will be reduced by the *pro rata* amount of that excess.

If payment of the Grant or the Grant Amount for that Component has been made to the Grantee, the Grantee will immediately refund the *pro rata* amount of that excess to the Minister.

3.4 Failure to make a Grantee's Contribution

3.4.1 If the Grantee does not make a Grantee's Contribution:

- (a) where the Project is not a Component Project, the Grant will be cancelled; or
- (b) where the Project is a Component Project, the Grant will be reduced by the Maximum Grant Amount set out in Item 6 of the Schedule in relation to that Component.

3.4.2 If the Grantee only makes part of a Grantee's Contribution, the Grant will be reduced in the same proportion as the shortfall bears to the contribution actually made by the Grantee.

3.4.3 If either clause 3.4.1 or 3.4.2 apply and any part of the Grant has been paid to the Grantee, the Grantee will immediately upon demand by the Minister, refund to the Minister the moneys (if any) in excess of the Grantee's amended entitlement to the Grant.

4. INFORMATION TO BE PROVIDED TO THE MINISTER

4.1 Prior to commencement of the Project

4.1.1 Prior to the commencement of the Project, the Grantee must provide to the Minister for the Minister's approval the following:

- (a) a document that sets out the activity or activities that constitute the Project;
- (b) a schedule setting out:
 - (i) the expected progress of the Project from commencement to Completion; and
 - (ii) the dates on which the Grantee anticipates that it will request payment of the Grant to it in accordance with clause 2;
- (c) all items and information described in Item 7.1 of the Schedule (if any); and
- (d) all other items and information which the Minister reasonably requests.

4.1.2 The Minister may:

- (a) approve; or
- (b) refuse to approve; or
- (c) request that the Grantee alter any detail in respect of;

the information provided to the Minister in accordance with clause 4.1.1. All information received and approved (whether with or without modification) by the Minister in accordance with this clause 4 will become, when approved, the Approved Project Program.

4.1.3 The Grantee agrees that;

- (a) subject to clause 4.1.4, and within the time specified by the Minister, it will alter any detail in respect of the Project which the Minister reasonably requests be altered; and
- (b) it will ensure that the Project is not commenced until the Minister receives and approves (whether with or without modification) all information required to be provided to the Minister under clause 4.1.1.

4.1.4 If the Minister requests that the Grantee alter a detail in respect of the Project, the Grantee may give notice to the Minister that, if the Minister does not approve the information provided to the Minister in accordance with clause 4.1.2 without alteration to that detail, within a period specified in the notice (which period must be not less than 10 Business Days after the date on which the Minister receives the notice), this agreement will terminate.

4.1.5 The word "commencement" in clause 4.1.1 and the word "commenced" in clause 4.1.3(b) do not include any preliminary design work, cost estimates or community consultations, unless it is expressly stated in Item 3 or 4 of the Schedule to be the Project or part of the Project.

4.2 Information to be provided to the Minister during the Project

The Grantee agrees with the Minister that the Grantee will:

- (a) keep proper and up-to-date records in respect of the progress of the Project and all expenditure in connection with the Project and allow any agent, employee or representative of the Minister to inspect those records; and
- (b) provide to the Minister every 6 months or as otherwise requested by the Minister within 10 Business Days of such request, a report which details the Project; and
 - (i) expenditure which has been incurred to date in connection with the Project and, where the Project is a Component Project, each Component of the Project; and
 - (ii) the expected date of Completion.

4.3 Information to be provided to the Minister on completion of the Project

The Grantee agrees to provide to the Minister within 20 Business Days of Completion of the Project:

- (a) a financial statement (GST exclusive) which sets out the Actual Project Cost and, where the Project is a Component Project, the Actual Component Cost of each Component;
- (b) a Completion Certificate as set out in Item 11;
- (c) a copy of the Resulting Documents;
- (d) all items and information described in Item 7.2 of the Schedule (if any); and
- (e) all other items and information which the Minister reasonably requests.

5. APPROVED PROJECT PROGRAM

5.1 The Grantee agrees that it will ensure that the Project is:

- (a) carried out in accordance with the Approved Project Program; and
- (b) completed by the date set out in Item 8 of the Schedule ("Item 8") unless;
 - (i) notice is given by the Minister under clause 5.5.1, in which case, the date applied for by the Grantee; or
 - (ii) notice is given by the Grantee under clause 5.5.3, in which case, the alternative date specified in the notice under clause 5.5.2.

5.2 The Grantee agrees that it will:

- (a) not without the prior written consent of the Minister change any one or more aspects of the Approved Project Program; and

- (b) notify the Minister immediately upon becoming aware that any change or event has occurred which has caused or will or might cause any one or more aspects of the Approved Project Program to change.

- 5.3**
- (a) If the Grantee request in accordance with clause 5.2(a) that the Minister consent to a change in the Approved Project Program; and
 - (b) if the Minister does not consent to that change; and
 - (c) if in the reasonable opinion of the Grantee, the Grantee will not be able to continue with the Project unless the relevant change is made to the Approved Project Program;

the Grantee may give notice to the Minister that, if the Minister does not consent within a period specified in the notice (which period must be not less than 10 Business Days after the date on which the Minister receives the notice), this agreement will terminate.

- 5.4** If, at any time, in the reasonable opinion of the Minister, a change occurs in the Approved Project Program such that the Approved Project Program is materially altered, the Minister may terminate this agreement with immediate effect.
- 5.5** If the Grantee becomes aware that the Project will not be, or is unlikely to be, completed by the date set out in Item 8 and it wishes to continue with the Project, it shall immediately, by notice to the Minister, apply for an amendment of the date set out in Item 8 to a date specified in the notice.
- 5.5.1** If the Minister consents to the amendment, the Minister shall give notice to the Grantee to that effect and Item 8 shall be deemed to have been amended accordingly.
- 5.5.2** If the Minister is prepared to consent to an amendment of the date set out in Item 8 but not to the date specified in the notice, the Minister shall give notice to the Grantee to that effect and specify an alternative date for completion of the Project.
- 5.5.3** If the Grantee agrees to the alternative date specified pursuant to clause 5.5.2, the Grantee shall give notice to the Minister to that effect and Item 8 shall be deemed to have been amended accordingly.
- 5.5.4** If the Minister is not prepared to consent to an amendment of the date set out in Item 8, the Minister shall give notice to the Grantee to that effect and Item 8 shall remain unamended.
- 5.6** Subject to clause 5.5, if the Grantee becomes aware that it will not be able to complete the Project by the date set out in Item 8, or that it does not wish to continue with the Project for any reason, including that it does not wish to accept the alternative date specified pursuant to clause 5.5.2, the Grantee shall immediately, by notice to the Minister, terminate this Agreement with immediate effect.
- 5.7** In the event that this agreement is terminated pursuant to this clause the Minister is under no obligation under this Agreement to provide the Grant or any balance of the Grant. The Minister may require that the Grantee repay to the Minister any money or portion thereof forming the Grant paid pursuant to this Agreement and to pay to the

Minister the sum of any costs incurred by the Minister as a result of the termination, including the cost of completing the Project where this is, in the opinion of the Minister, necessary.

6. INSPECTION AND AUDIT OBLIGATIONS

- 6.1** The Grantee agrees to allow and assist the Minister or any agent, employee or representative of the Minister to determine whether the Grantee is complying with the terms of this agreement.
- 6.2** The Grantee agrees, upon the request of the Minister, to appoint a person who is accredited as a chartered accountant or a certified practicing accountant to conduct an audit at the Grantee's cost in respect of expenditure in connection with the Project and to provide a report of the results of that audit to the Minister.

7. GRANTEE'S COVENANTS

The Grantee agrees that:

- (a) it will ensure that the Project is completed in a competent, efficient and safe manner and that the quality of the work is of a high standard; and
- (b) it will immediately notify the Minister of a pending or threatened occurrence or any event which may cause or constitute a breach of representation, warranty or covenant made by the Grantee in this agreement.

8. GRANTEE'S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants that:

- (a) it is duly authorised and has power to enter into and observe its obligations under this agreement;
- (b) its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms;
- (c) all officers, employees, agents and sub-contractors of the Grantee are conscientious and efficient and are capable of completing the Project in a competent and expeditious manner;
- (d) there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the Grantee which could have a materially adverse effect on its ability to perform under this agreement;
- (e) it is unaware of any act, matter, thing or circumstance by reason of which it would be unable to perform any obligation arising out of this agreement;
- (f) it has after diligent inquiry and investigation fully disclosed to the Minister all information which could reasonably be regarded as affecting in any way the Minister's decision to enter into this agreement; and
- (g) this agreement and performance under it in the reasonable contemplation of the parties does not violate any law regulation or government order or decree or any consent registration approval licence or permit or any agreement order or award binding on the Grantee.

9. EVENTS OF DEFAULT

9.1 An Event of Default occurs if:

- (a) the Project is not, or, in the reasonable opinion of the Minister, it appears that the Project will not be, completed by the date set out in Item 8 of the Schedule; or
- (b) the Grantee does not use the Grant in accordance with clause 3.1; or
- (c) the Grantee breaches any provision of this agreement and, if that breach can be remedied, does not remedy that breach within 10 Business Days of receiving a notice of default from the Minister or within such longer period set out in the notice of default, or that default is not waived by the Minister; or
- (d) any representation or warranty made by the Grantee is found to be incorrect or misleading; or
- (e) a receiver is appointed to the income or other assets of the Grantee.

9.2 Upon the occurrence of an Event of Default, the Minister may by notice to the Grantee terminate this agreement with immediate effect.

9.3 Upon termination of this agreement (whether pursuant to clause 9.2 or otherwise) the Minister may require that the Grantee repay to the Minister any money or portion thereof which was provided by the Minister to the Grantee under the RBFS or in connection with the Project, whether pursuant to the provisions of this agreement or otherwise.

9.4 In addition to the repayment referred to in clause 9.3, the Minister may require the Grantee to pay to the Minister the sum of any costs incurred by the Minister as a result of the Grantee's default, including the cost of completing the Project where this is, in the opinion of the Minister, necessary.

10. INDEMNITY

10.1 The Grantee releases and indemnifies the Minister from and against all:

- (a) actions, proceedings, suits, claims and demands whatsoever which may be brought, made or prosecuted by any person against the Minister or the Minister's employees, agents or instrumentalities in respect of an Event arising out of or in connection with any or all of the Project, the Grant or this agreement; and
- (b) damages, costs and expenses for which the Minister or the Minister's employees, agents or instrumentalities may be liable or incur in defending or settling any action, proceeding, suit, claim or demand described in paragraph (a).

10.2 The indemnity in clause 10.1:

- (a) is a continuing obligation, separate and independent from the other obligations of the Grantee; and
- (b) survives termination of this agreement.

11. ACKNOWLEDGEMENT OF GRANT

The Grantee agrees that it will acknowledge the provision of the Grant by ensuring that it does the things set out in Item 9 of the Schedule.

12. RELATIONSHIP

The Minister and the Grantee acknowledge and agree that nothing in this agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

13. NOTICES

13.1 A notice or other communication in connection with this agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Minister or the Grantee (as the case may be); and
- (c) must be sent by email or prepaid ordinary post to the address of the addressee, set out in Item 10 of the Schedule.

13.2 A notice or other communication takes effect from the time it is received, unless a later time is specified in the notice or communication. For the purposes of this clause 13.2, a letter is taken to be received on the third Business Day after posting.

14. WAIVER

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party or parties to be bound.

15. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law in force in Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

16. COSTS

The Minister and Grantee agree that they will each meet their own costs, charges and expenses, in connection with the negotiation, preparation, execution and completion of this agreement but the Grantee agrees to pay any stamp duty imposed on this agreement.

17. GST

17.1 For the purposes of this clause 17:

- (a) "GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*; and

- (b) the terms “GST”, “supply” and “taxable supply” have the same meanings as in the GST Law.

17.2 The amount of the Grant is exclusive of GST.

17.3 If the Grantee becomes liable to pay GST on a supply which is the result of entering into obligations in respect of the Grant, the Minister must pay, in addition to the Grant, an amount equal to the amount of GST payable by the Grantee in respect of that part of the Grant applicable to that supply.

17.4 If the supply of anything made under this Agreement, other than the supply referred to in clause 17.3, is a taxable supply, the price of the supply shall be inclusive of GST.

18. DISPUTE RESOLUTION

If a dispute, controversy or claim arises out of or in connection with this agreement or breach, termination or invalidity thereof and if such dispute, controversy or claim cannot be settled and resolved through negotiation between the parties, then the parties agree to submit their dispute to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation Rules.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any and all previous negotiations, undertakings, understanding, representations, warranties, agreements or indemnities, whether written or oral.

20. ANNOUNCEMENTS

20.1 The Minister may publish and/or use for marketing purposes details of the Grant, the Project and the Grantee.

20.2 The Grantee must obtain prior written approval from the Minister for all press releases, advertising, signage and other public announcements relating to the Project.

21. ASSIGNMENT

This Agreement shall not be assigned, transferred or dealt with in any way by the Grantee without the written consent of the Minister.

22. SEVERANCE

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at the discretion of the Minister, it may be severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect, unless the Minister in the Minister's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Minister shall be entitled to terminate the Agreement by giving one month's notice to the Grantee.

SCHEDULE

Item 1 – Grant *(clause 1.1)*

\$AMOUNT (WORDS)

Item 2 – Estimated Project Cost *(clause 1.1)*

\$AMOUNT (WORDS)

Item 3 – Project *(clause 1.1)*

PROJECT/ STUDY

Item 4 – Project Specific Requirements *(clause 1.1 “Project”)*

To study the benefits of using

Specific conditions for this grant are: ENTER AS REQUIRED

1. Department of Transport and Major Infrastructure (DTMI), Maritime Planning Branch, approves the scope of the detailed design study before commencement.
2. Resulting design documents are provided to DTMI in electronic format.

Item 5 – Manner in which the Grant is to be provided *(clause 2)*

The Minister will provide the Grant (as reduced by any deductions made in accordance with clauses 3.3, 3.4.1(b) and 3.4.2) to the Grantee:

- (i) subject to paragraph (ii), after the Minister has received the items which the Grantee is obliged to provide to the Minister under clause 4.3; and
- (ii) only if no Event of Default has occurred or, if an Event of Default has occurred, the Minister has waived that Event of Default.

Item 6 – Use of Grant and Grantee’s Contribution *(clauses 3.1 and 3.2)*

This Grant is to be used for the Project as described in Items 3 and 4 of this Schedule and conducted in accordance with the Approved Project Program. This Project is not a Component Project.

The Grantee's Contribution, subject to clause 3.2.5, is \$AMOUNT (WORDS).

Item 7 – Additional items and information

Item 7.1 – Prior to commencement of Project *(clause 4.1.1(c))*

Evidence, acceptable to the Minister, in respect of the works, the subject of the Project that the land on which such works would or may be developed is:

- (a) the land on which they are to be developed is:
 - i) controlled by the Grantee; and
 - ii) available for the development of the Works.
- (b) adjacent to a licensed maritime structure.

or

Nil.

Item 7.2 – On completion of Project *(clause 4.3(d))*

Evidence, acceptable to the Minister, in respect of the works, the Subject of the Project that the land on which such works would or may be developed is:

- (a) the land on which they are to be developed is:
 - i) controlled by the Grantee; and
 - ii) available for the development of the Works.
- (b) adjacent to a licensed maritime structure.

or

Nil

Item 8 – Timing of Project *(clauses 5.1 and 5.5)*

Completion Date: DDMMYYYY

Other significant Dates: Each April and November, during the term of the grant, provide Progress Reports as requested by the Grantor

Item 9 – Acknowledge of Grant *(clause 11)*

The Grantee must:

- (i) acknowledge in all press releases, advertising, signage and other public announcements throughout the life of the Project that a grant has been provided for the Project through the Recreational Boating Facilities Scheme; and

- (ii) ensure that the Resulting Documents contain the acknowledgement referred to in paragraph (i).

Item 10 – Address for Notices *(clause 13)*

The Minister for Transport:

C/o Department of Transport and Major Infrastructure
Recreational Boating Facilities Scheme GPO Box C102
PERTH WA 6839
Email: RBFS@transport.wa.gov.au

The Grantee:

NAME OF APPLICANT
ADDRESS
ADDRESS
Email:

Item 11 – Completion Certificate *(clause 1.1)*

RECREATIONAL BOATING FACILITIES SCHEME

COMPLETION CERTIFICATE

FOR

PROJECT NAME

I certify that Completion of the Project was completed on [date].

In accordance with the funding agreement between the Minister for Transport and the APPLICANT, the APPLICANT incurred an expenditure of \$[amount] (GST exclusive) in completing the project.

Signed on behalf of the APPLICANT:

.....
CHIEF EXECUTIVE OFFICER

EXECUTED as an AGREEMENT

Signed this..... day of..... [YEAR] for and on behalf
of the Minister for Transport, as a Body Corporate by the authorised delegate:

.....
Executive Director, Maritime

Delegate's Name

in the presence of:

.....
Witness's Signature

Witness Name

THE COMMON SEAL OF THE
APPLICANT
was hereunto affixed by the authority
of a resolution of the Council



on this..... day of..... [YEAR] in the presence of:

.....
Mayor/President's Signature

.....
Name

.....
Chief Executive Officer's Signature

.....
Name