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**Chief Executive Secretariat  
National Reconstruction Bureau**

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**Guidelines for Transfer of Functions  
Through Mutual Agreement  
by Union Administration  
to Village and Neighbourhood Councils**

**December 2001**

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**LIST OF ACRONYMS**

CBO	Community Based Organization
CCB	Citizens Community Board
I&S	Infrastructure and Services
LGO	Local Government Ordinance
MC	Municipal Committee
MCorp	Municipal Corporation
NC	Neighbourhood Council
O&M	Operations and Maintenance
R&M	Repair and Maintenance
Rs.	Rupees
SBNP	Sindh Baluchistan NWFP Punjab
TC	Town Committee
UA	Union Administration
UC	Union Council
ULC	Urban Local Council
VC	Village Council

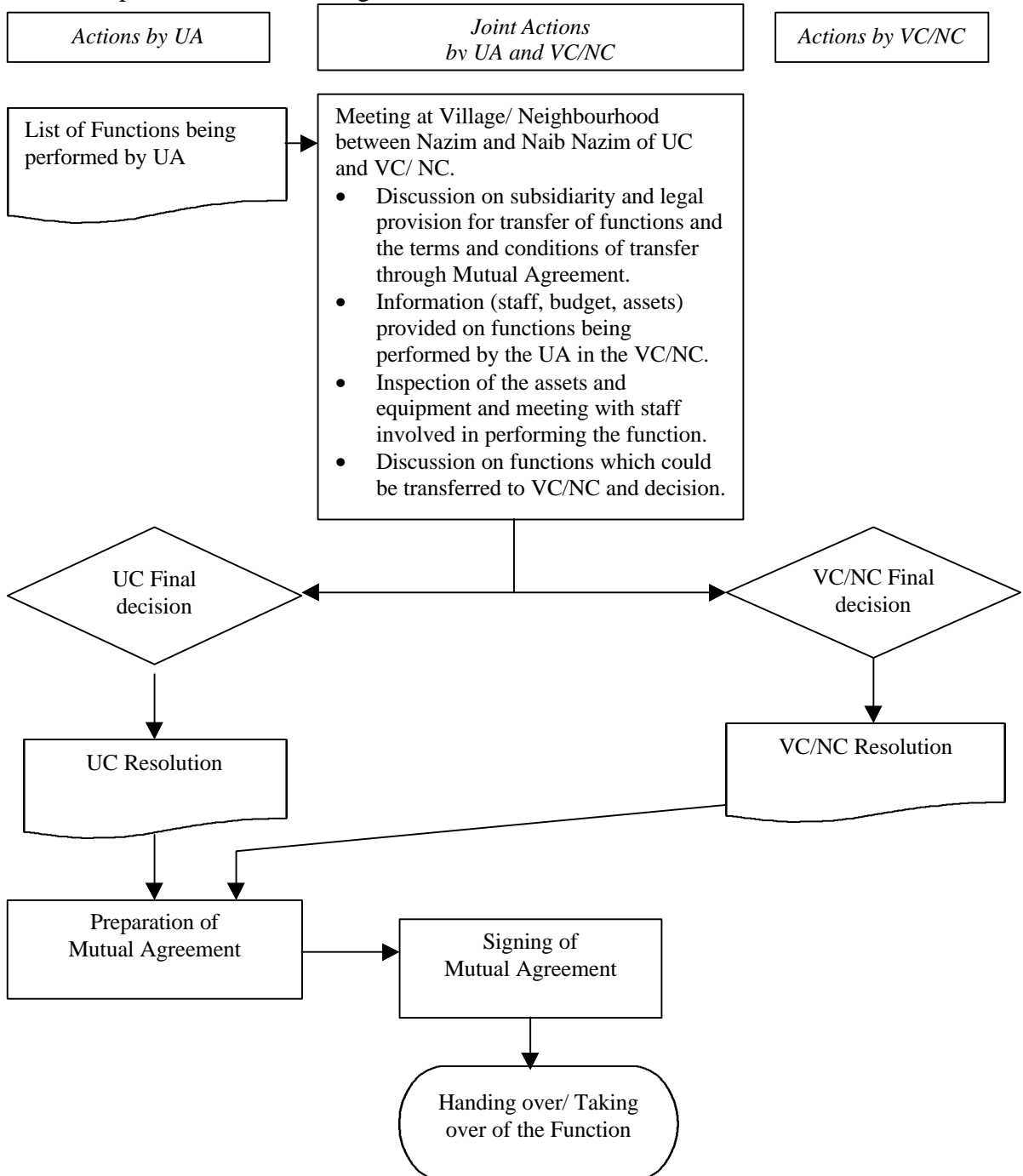
## 1. INTRODUCTION

- 1.1. Participation in decision making, greater accountability and higher effectiveness demands that responsibility for service delivery should rest with the people at the local level. Presently many functions are being performed by higher levels of local government which can, under the principle of subsidiarity, be performed by the lower tiers. The SBNP Local Government Ordinance 2001 has provided an enabling mechanism for transfer of functions from higher to lower tiers of local governments. Corresponding funds and resources of the functions to be transferred are to be allocated to the lower tier. The regulatory and monitoring responsibility for such functions however remains with the higher tier. Under various sections of the Ordinance, the service delivery functions may be transferred from:
  - a. the District Government to a Tehsil/Taluka Municipal Administration (TMA) in a common district [Town Municipal Administration in a city district]; or a Union Administration (UA);
  - b. the TMA to a UA, Village or Neighbourhood Council (VC/NC); and
  - c. the Union Administration to the VC/NC.
- 1.2. The enabling section (Sections 77 of the SBNP LGO, 2001) for transfer of UA function to the VC/NC provides that:

“The Union Administration may, subject to such terms and conditions as may be mutually agreed, assign any of its functions to Village Council:  
Provided that responsibility for discharge of such functions shall continue to vest with the Union Administration:  
Provided further that no function or responsibility shall be transferred without allocation of corresponding resources and funds”.
- 1.3. Mutual Agreement between the UA and a lower tier is required for transfer of a municipal service from the UA to the lower tier. The regulatory and monitoring responsibility for the transferred functions will however remain with the UA.
- 1.4. The present Guidelines pertain to the transfer of functions from the Union Administration (UA) to the VC/NC. The purpose is to help the UA and the VC/NC to:
  - a. understand the system of transfer of UA functions and responsibilities to the VC/NC by ‘Mutual Agreement’;
  - b. obtain information about the transferable function and responsibility of the UA regarding municipal services in a systematic method;
  - c. make an informed decision based on the available information;
  - d. enter into a ‘Mutual Agreement’ for transfer of a UA function;
  - e. operate and maintain the function transferred by the UA to the VC/NC;
  - f. discharge regulatory responsibilities of the UA after transfer of such function and responsibility to the VC/NC; and
  - g. understand the procedures for cancellation of the ‘Mutual Agreement’ in case of violation/breach of agreement.

## 2. PROCESS FOR TRANSFER OF FUNCTION

2.1. The functions to be transferred by Mutual Agreement from the UA to the VC/NC are decided through a process of Consultation between the Nazim and Naib Nazim of the Union Council and the Chairman and members of the VC/NC. This consultation is to be initiated by the Union Administration who will ensure that the principle of subsidiarity is fully understood by the VC/NC and that such functions which can be performed by the particular VC/NC are transferred to them. The process for preparing a list of all functions being performed by the UA is attached as Annex A. The process for transfer of a function by Mutual Agreement is detailed in this part while the Implementation of the Agreement after the transfer is detailed in Part 3.



### Starting the process

- 2.2. The Nazim and Naib Nazim of the Union Council and the Chairman of the Village Council/Neighbourhood Council (VC/NC) should study these Guidelines to understand the system of transferring UA functions for operations and maintenance to the VC/NC.
- 2.3. A meeting shall be arranged at the Village/ Neighbourhood between Nazim and Naib Nazim of UC and the Chairman and members of the VC/NC. At this meeting:
  - a. The principle of subsidiarity by which the functions are to be performed at the lowest level where they can be efficiently performed will be explained by the Union Nazim or Naib Union Nazim and discussed with those present.
  - b. The legal provisions for transfer of functions under Section 77 of the SBNP LGO 2001 and the terms and conditions of transfer through Mutual Agreement will be explained. Format of Mutual Agreement and Schedule are given in Part 4 of these Guidelines.
  - c. The list of functions being performed by the Union Administration (prepared in a format attached as Annex B) in the particular village/Neighbourhood shall be discussed. For every function being performed by the UA, in each village or Neighbourhood, this list shall provide information about:
    - i) Area and persons served and operational details.
    - ii) Staff deployed for performing the function.
    - iii) Annual budget for operations and maintenance.
    - iv) Detail of assets and equipment being used.
  - d. The members of the VC/NC present at the meeting will discuss this information to consider if the function could be undertaken and operated/maintained efficiently by the VC/NC (i) within the resources and funds that UA will provide when the service is transferred, (ii) within the additional resources which can be generated by the VC/NC (iii) the other decision-making criteria pertain to improvements in service delivery through better supervision, quicker response to the service delivery problems, and, cost effectiveness.
- 2.4. During or after the meeting a visit to the site will be made to observe the actual working of the service/function and the condition of the equipment and assets. This is important since VC/NC will be responsible for the staff, equipment and assets during the period of the Mutual Agreement. During this visit to the site, the participants (as referred in para 2.3 above) will:
  - a. inspect the condition of the equipment and assets of the service/ function and make an assessment categorizing them as new/ excellent running condition/ functioning satisfactorily / repairable / non-repairable, etc.;

- b. meet the staff of the UA who are to be deputed to the VC/NC for maintaining the service/function; and
  - c. enter the information in the ‘Schedule to the Mutual Agreement’ and the Nazim/Naib Nazim of the UC and the Chairman of VC/NC shall sign the inspection portion so that both the parties have a clear understanding of the present condition of the system and the VC/NC continues to maintain the assets and equipment in the same condition (or return it in a properly functioning condition where currently it is not functioning but the UA is providing funds to make it operational).
- 2.5. On the basis of the meeting, site visit and discussions, there may be an understanding to takeover a function from the UA. This understanding shall be presented in the shape of a proposal before the respective Councils in their meeting for approval.
- 2.6. Similar meetings shall be held after every six months for transfer of additional functions to the VC/NC.

#### **Approval of the arrangement by the Councils**

- 2.7. The proposal for taking over the function and terms and conditions of the draft ‘Mutual Agreement’ shall be presented by the VC/NC Chairman before the VC/NC to:
- a. approve the taking over of the UA Function by the VC/NC;
  - b. approve the terms and conditions of the draft ‘Mutual Agreement’ and ‘Schedule to Mutual Agreement’;
  - c. authorize the VC/NC Chairman to sign the ‘Mutual Agreement’ with the UA on behalf of the VC/NC; and
  - d. the VC/NC shall pass a resolution in case of approval of the take over of UA Function (Draft of VC/NC Resolution attached as Annex C).
- 2.8. A similar proposal shall be presented by the Union Nazim before the Union Council to:
- a. approve the handing over of the UA function to the VC/NC;
  - b. approve the terms and conditions of the draft ‘Mutual Agreement’ and ‘Schedule to Mutual Agreement’;
  - c. authorize the Union Nazim or Naib Union Nazim to sign the ‘Mutual Agreement’ on behalf of the UA; and
  - d. the UA shall pass a resolution by simple majority in case of approval of the transfer of Function (Draft of UC Resolution attached as Annex D).

#### **Signing the Mutual Agreement**

- 2.9. A copy of the VC/NC resolution shall be sent to the UA for preparing the ‘Mutual Agreement’ which shall be prepared by the UA within 7 working days of the receipt of the VC/NC’s Resolution.

- 2.10. The ‘Mutual Agreement’ shall be signed (two original documents) on behalf of the VC/NC by the VC/NC Chairman and on behalf of the UA by the Union Nazim or Naib Union Nazim.
- 2.11. One copy of the ‘Mutual Agreement’ shall be kept with the UA and the other with the Village Council/ Neighbourhood Council.

**Handing over / taking over of the function**

- 2.12. The UA shall hand over and the VC/NC shall take over the function on the date mentioned in the ‘Mutual Agreement’ and both will sign the handing over/taking over portion of the Schedule to Mutual Agreement.
- 2.13. The relevant staff shall be instructed to report to the VC/NC Chairman (sample of instruction letter to the staff members is attached as Annex E).

### **3. IMPLEMENTATION OF AGREEMENT**

#### **Operation and maintenance**

- 3.1. The UA shall:
  - a. transfer the funds in monthly installments for operation and maintenance of the Function (other than for establishment expenses) to the VC/NC;
  - b. place the relevant service delivery staff at the disposal of the VC/NC; and (in case the salary is not being directly credited to the employees' bank account by the UA) transfer the funds in monthly installments for establishment expenditure of the relevant staff to the VC/NC.
  
- 3.2. The VC/NC shall:
  - a. operate and maintain the transferred service for its optimum utilization and according to the existing level of service being provided by the UA;
  - b. maintain the assets and equipment in the same condition as at the time of handing over/taking over;
  - c. return the assets and equipment in a properly functioning condition in case it was not functioning at the time of handing over but the UA had provided funds to make it operational;
  - d. pay salaries to the deputed staff from the funds transferred by the UA;
  - e. maintain separate accounts for the transferred service;
  - f. keep the vouchers in support of payments safely. These will be open to inspection of the UA;
  - g. ensure that the utility bills are paid in time and arrears of bills payable do not accumulate; and
  - h. ensure that the bills for user charges (where applicable) are raised and collected in time by the VC/NC and the user charges receivable are not allowed to accumulate.

#### **Regulating the functions transferred to the VC/NC:**

- 3.3. Under the SBNP LGO 2001, the UA continues to be responsible for regulatory oversight although the function is being performed by the VC/NC. However, interference in the actual working of the VC/NC is not intended.
  
- 3.4. After every six months, a meeting similar to the initial meeting (para 2.3 of Part 2) shall be arranged. A joint review of the transferred function shall be undertaken. In this meeting, the possibility of transferring other functions to the VC/NC shall also be discussed.
  
- 3.5. In case the UA receives complaints from the residents of the VC/NC regarding the quality of service provision, the UA will pass on these complaints immediately to the concerned VC/NC without any direct interference in the operational aspects. The complaints and the action taken on these will, however, be considered at the time of the six monthly review (para 3.4 above).

- 3.6. In case the six monthly joint review shows that service provision has deteriorated, or that the UA staff and assets placed at the disposal of the VC/NC are not properly deployed, this may be brought to the notice of the VC/NC Chairman in writing who may be asked for improvement within one month.
- 3.7. When a notice in writing has been sent to the VC/NC Chairman asking for improvement in service level, a second joint review by the UA and VC/NC will be undertaken at the end of the period of one month specified in the said notice to ascertain that:
  - a. the service levels have improved to the desired level; and
  - b. the UA staff and assets are properly deployed.
- 3.8. If, as a result of the second joint review it is observed that the service delivery has not improved, the UA may start the proceedings for cancellation of the ‘Mutual Agreement’.

### **Cancellation of the Mutual Agreement**

- 3.9. The Mutual Agreement may be cancelled by the UA for failure of the VC/NC to fulfil their obligation in case it is found that:
  - a. the services have deteriorated and are not according to the agreed level (review by the UA under Clause 6.a. of the Mutual Agreement);
  - b. notice for improvement of services is issued to the VC/NC under clause 6.b. of the Mutual Agreement; and
  - c. the conditions have not improved till the time of the second joint review.
- 3.10. The Mutual Agreement may be cancelled by the VC/NC in case of
  - a. failure of the UA to fulfil its obligation of providing the resources and funds to the VC/NC according to the ‘Mutual Agreement’, or not providing the resources and funds in time to the VC/NC; and
  - b. the VC/NC conveying its inability to continue providing the services at the agreed level within the resources and funds provided by the UA.
- 3.11. In case of cancellation of Mutual Agreement by the UA (para 3.9), the UA shall give a notice in writing to the VC/NC allowing it fifteen days in which to improve the services. A third joint review shall be arranged and the ‘Mutual Agreement’ will be cancelled in case there is still no improvement in service delivery.
- 3.12. In case of cancellation of Mutual Agreement by the VC/NC (para 3.10), the VC/NC shall give a notice in writing to the UA mentioning its intention to cancel the Mutual Agreement and allowing the UA fifteen days to takeover the transferred function.
- 3.13. The VC/NC will, however, have to account for the transferred funds which have not been spent till the date of handing back of the function to the UA. In case the VC/NC has spent out of its own resources due to delayed release of installment by the UA, it will be entitled to recover the same from the UA.

- 3.14. In case of cancellation, the procedure for handing over/ taking over of the function will be similar to that adopted at the time of transfer from UA to VC/NC.
- 3.15. In case of damage to the equipment and assets during the period when the function was the responsibility of the VC/NC, the VC/NC will have to repair the damaged portion or provide funds to the UA for getting these repaired.

**Resolution of disputes**

- 3.16. In case of any dispute the UA or the VC/NC may bring the issue to the notice of the Union Nazim and the VC/NC Chairman who shall meet to discuss and resolve the issue. If the matter remains unresolved it will be submitted to the Union Council for final decision.

## AGREEMENT

This Agreement has been entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ of Tehsil \_\_\_\_\_, District \_\_\_\_\_, by and between:

The UA of Union \_\_\_\_\_, a local government under the SBNP LGO 2001 (hereinafter called the UA) through Mr/Ms \_\_\_\_\_ (the Union Nazim / a person authorized in writing by the Union Nazim to sign this Agreement on his behalf<sup>1</sup>)

### AND

Village Council/Neighbourhood Council<sup>2</sup> \_\_\_\_\_, a local government under the SBNP LGO 2001 (hereinafter called the VC/NC) through Mr/Ms \_\_\_\_\_ (the VC/NC Chairman /a person authorized in writing by the VC/NC Chairman to sign this Agreement<sup>3</sup>).

**Whereas** the UA is desirous of transferring the function presently performed by the UA namely \_\_\_\_\_ in the area of \_\_\_\_\_ to the VC/NC under section 77 of the SBNP LGO 2001;

**And whereas** the VC/NC is desirous of taking over the operation and maintenance of this UA function presently performed by the UA;

**And whereas** the attached Schedule (which is an integral part of this Agreement) shows the relevant details of this function;

**And whereas** the parties have mutually agreed to the terms and conditions for the transfer of this function, and, resolutions for transfer of this municipal service delivery function have been passed by the relevant Union Council and the Village Council/Neighbourhood Council;

**Now this Agreement witnesseth as follows:**

### Transfer of UA Function

1. The UA will hand over and the VC/NC will take over the UA function namely \_\_\_\_\_ presently performed by the UA in the area of \_\_\_\_\_.
2. The quantity and condition of the equipment and assets relating to the above function have been inspected by both the parties (Details of equipment and assets are given in the attached Schedule).

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<sup>1</sup> Delete one.

<sup>2</sup> Delete one.

<sup>3</sup> Delete one.

3. The effective date for handing over/ taking over is \_\_\_ day of \_\_\_, 200\_\_ after which the responsibility for the operations, maintenance and proper deployment of the assets and staff will rest with VC/NC during the period of this Agreement. Both the parties will sign the handing over/taking over part of the Schedule.

Responsibility of the VC/NC

4. The VC/NC will be responsible to:
  - a. operate and maintain the equipment and assets and keep them in working condition;
  - b. use the funds provided by the UA in line with the budget line items as detailed in Schedule;
  - c. in case the VC/NC considers that the service delivery can be improved with reallocation of these funds or staff in a more efficient way it will present the budget reallocation plan to the UA and get it approved;
  - d. ensure that the salaries of the staff transferred by UA are paid to them in time;
  - e. ensure that the utility bills are paid in time and no arrears on this account are accumulated;
  - f. ensure that no liabilities on any account are accumulated;
  - g. ensure that the bills for user charges are raised and collected in time and the user charges receivable are not allowed to accumulate;
  - h. maintain separate accounts of the transferred function; and
  - i. keep the vouchers in support of payments safely for inspection by the UA when required.

Responsibility of the UA

5. The UA will be responsible to:
  - a. transfer the funds, required for operation and maintenance of the service, in monthly installments (detail of the budget is given in the Schedule);
  - b. depute the requisite staff to the VC/NC for the function (detail of staff for the function is given in the Schedule); and
  - c. transfer the funds, required for paying the salaries of the deputed staff to the VC/NC in time on the due dates as specified in the Schedule (detail of the establishment budget is given in the Schedule).

Regulation of the transferred function

6. Under the SBNP LGO 2001, the UA continues to be responsible for regulatory oversight. This regulatory function will be performed in the following manner:
  - a. A joint review will be held after every six months by the UA and VC/NC.
  - b. In case of deterioration in service level, or improper deployment of UA staff and assets placed at the disposal of the VC/NC, this will be brought to the notice of the VC/NC Chairman in writing, allowing one month for improvement/rectification.
  - c. After one month a second joint review by the UA and VC/NC will be undertaken to determine whether the service levels have improved to the desired levels or other matters mentioned in the notice have been attended to satisfactorily.

Cancellation of the Mutual Agreement

7. This Mutual Agreement may be cancelled by the UA for failure of the VC/NC to fulfil its obligation if as a result of the second joint review (clause 6.c. above), it is found that the services have not improved to the agreed level.
8. The UA will give a notice in writing to the VC/NC allowing it fifteen days in which to improve the services to the agreed level. A third joint review shall be arranged and the 'Mutual Agreement' will be cancelled in case there is still no improvement in service delivery.
9. The Mutual Agreement may be cancelled by the VC/NC
  - a. for failure of the UA to fulfil its obligation if the UA does not provide the resources and funds to the VC/NC according to the 'Mutual Agreement'; or
  - b. if the UA does not provide the resources and funds in time to the VC/NC; or
  - c. the VC/NC conveys its inability to continue providing the services at the agreed level within the resources and funds provided by the UA.
10. The VC/NC will give a notice in writing to the UA mentioning its intention to cancel the Mutual Agreement and allowing the UA fifteen days to take back the transferred function.
11. On cancellation of the Mutual Agreement, the VC/NC will have to account for the transferred funds which have not been spent till the date of handing back of the function to the UA. In case the VC/NC has spent out of its own resources due to delayed payment by the UA, it will be entitled to recover the amount from the UA.
12. In case of damage to the equipment and assets during the period when the function was the responsibility of the VC/NC, the VC/NC will be responsible for repairs.

13. In case of cancellation, the procedure for handing over/ taking over of the function will be similar to that observed at the time of transfer.
14. In case of any dispute the UA or the VC/NC may bring the issue to the notice of the Union Nazim and the VC/NC Chairman for resolution.
15. In case the matter remains unresolved it will be submitted to the Union Council for final decision.

IN WITNESS WHEREOF both the parties have signed this Agreement on the date mentioned above.

On behalf of the UA

On behalf of VC/NC

\_\_\_\_\_  
( )  
Union Nazim

\_\_\_\_\_  
( )  
VC/NC Chairman

Witness 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE TO THE MUTUAL AGREEMENT

### GENERAL INFORMATION

S. No.	General Information	
	Name of the Union	
	Name of VC/NC	
	VC/NC No	
	Function	
	Area Served	

### TECHNICAL DETAILS

S. No.	Technical Details	Specifications	Condition of asset/equipment

### FINANCIAL DETAILS

S. No.	Financial Details	Year before last	Previous Year	Current Year
	O&M – detail according to Budget Line Items			
	Establishment Budget (Current + two previous Years)			

S. No.	Financial Details	Year before last	Previous Year	Current Year
	O&M - Actual Expenditure – Detail according to line items			
	Establishment – Actual Expenses			

**DETAIL OF USER CHARGES**

S. No.	Particulars	Year before last	Previous Year	Current Year
	Number and type of consumers			
	Rates of User charges			
	Budgeted User Charges			
	User Charges actually recovered			
	Arrears of User Charges			

**DETAIL OF STAFF**

S. No.	Designation	BS	No of employees	Remarks

The monthly installment for O&M and establishment expenditure shall be issued by the 1<sup>st</sup>. of each month.

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**JOINT INSPECTION**

Date of Joint Inspection: \_\_\_\_\_

S.No	Name	Address	Designation	Signatures
1.			Union Nazim	
2.			Naib Union Nazim	
3.			Chairman VC/NC	
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

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**HANDING OVER / TAKING OVER**

Date of handing over / taking over \_\_\_\_\_

Handed over by UA:

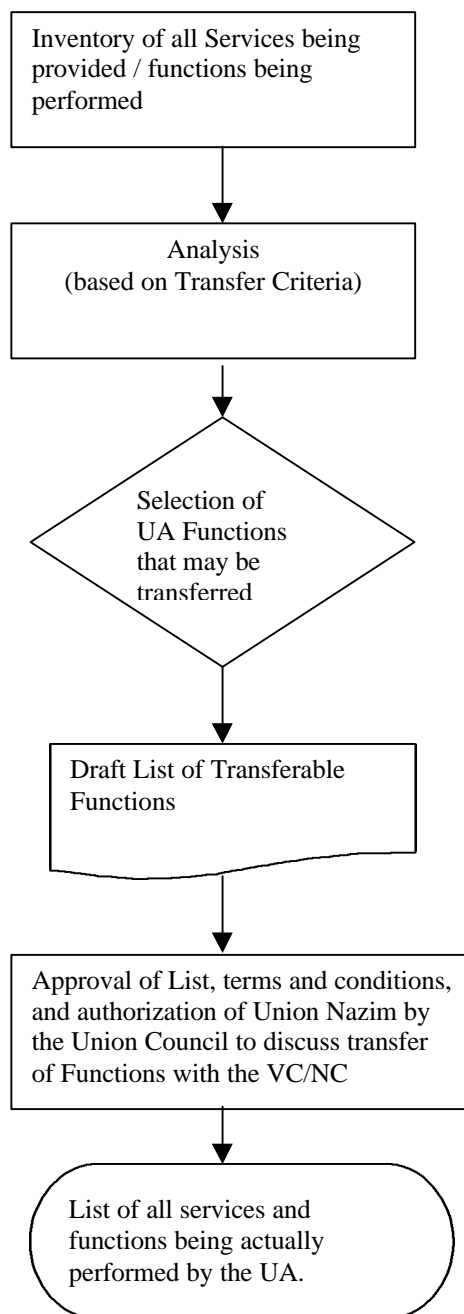
Taken over by VC/NC:

\_\_\_\_\_  
Name ( )  
Designation: \_\_\_\_\_

\_\_\_\_\_  
Name ( )  
Designation: \_\_\_\_\_

**ANNEX A: FUNCTIONS TRANSFERABLE FROM UA**

1. As mentioned in Part 2, the UA will need to prepare a list of all functions that it is actually performing (and the physical areas/territories where these are being performed) so that by Mutual Agreement these may be transferred to the lower tier of local government.
2. The steps for preparing this list include: (a) making an inventory of the existing services in the entire Union (and a list of all other functions) that the UA is actually performing; (b) the criteria for selection of functions that may be transferred to the lower tier; and (c), preparing a list of functions to be discussed with the VC/NC.



### Inventory of services/ list of functions

3. To enable the VC/NC to select a function that it may take over from the UA, it is necessary for the UA to make an inventory of **all** existing services which it is **actually** providing. A sample format showing what information has to be included in the inventory is given in the Attachment to this Annex.
4. The inventory will enable, the UA to have detailed information on all aspects of the services which it is undertaking, e.g.
  - a. location, area and number of people served;
  - b. the present level of service provision;
  - c. what funds are provided for operations and maintenance;
  - d. staff deployed at site; and
  - e. technical details and the present condition of the equipment and assets relating to the service.
5. This information will show details separately for:
  - a. each Neighbourhood in the area under the Chief Officer Unit [CO Unit] (i.e. the former urban local councils); and
  - b. each village of a Union in a rural area.

### Criteria for transfer

6. It is envisaged that it will be possible for the UA to transfer the following functions to a lower tier of government:

S. No.	Function	Specific area being served	Transferable to
a.	Public Libraries	Village	VC
		Neighbourhood level	NC
b.	Public sources of drinking water Wells, water pumps, tanks, ponds and other works for the supply of water	Village	VC
c.	Public open spaces, public gardens and playgrounds	Village	VC
		Neighbourhood level	NC
d.	Cattle Pounds	Village	VC
e.	Others		VC/NC

7. In addition to the above the VC/NC and the UA shall through a consultative process decide what other functions may be transferred by Mutual Agreement.

8. The list of transferable functions **will not cover**:
- a. any functions or services taken over by the Union Administration from the District Government or Tehsil/ Town Municipal Administration under Mutual Agreement;
  - b. all schemes that were being operated and maintained (or were required to be operated and maintained) by a village on 13<sup>th</sup> August 2001;
  - c. all schemes that were being operated and maintained (or were required to be operated and maintained) by Community Based Organizations (CBOs) on 13<sup>th</sup> August 2001;
  - d. all schemes set up by the Citizen Community Boards (CCBs) under the relevant provisions of the SBNP LGO 2001, (here the responsibility for operation and maintenance costs will be of the CCB and subject to the agreement between UA and the CCB).

#### **FUNCTIONS ACTUALLY PERFORMED BY UA**

9. On the basis of the details collected about the services and functions being performed by the UA, a comprehensive list of all functions will be prepared. This will present a summary of each function, number of staff employed and O&M expenditure. A format for this list is attached as Annex B.
10. At the time of mutual consultation, this list will provide each VC/NC with the basic data on which to base their decision of taking over the UA functions.

## ATTACHMENT TO ANNEX A

## FORM FOR INVENTORY OF UA FUNCTIONS

NAME OF UA \_\_\_\_\_  
 DATE OF INVENTORY \_\_\_\_\_  
 PERSON INCHARGE \_\_\_\_\_  
 MEMBERS OF THE TEAM PREPARING INVENTORY \_\_\_\_\_  
 \_\_\_\_\_

1.0.	<b>TYPE OF FUNCTION</b>	
1.1.	Type of Function	
1.2.	Sub-Function	
1.3.	Detail	

2.0.	<b>GENERAL:</b>	
2.1.	Name and number of Village or Neighbourhood	
2.2.	Number of mauza/ revenue estate	

3.0.	<b>FUNCTION WAS PERFORMED ON 13<sup>th</sup> August 2001 BY:</b>	
3.1.	Former Urban Local / District / Union Council or Government Department or Agency	Name _____
3.2.	CBO – under an agreement between Government Department and CBO for operations and maintenance	Name of CBO _____
3.3.	Community under self help	Name of Community _____

4.0.	<b>TECHNICAL DETAILS</b>	
4.1.	Name and description of equipment and assets	Details and condition of equipment and assets

4.2.	Production data, persons served, area served, etc	
4.3.	Recommendation of the team regarding unavoidable repairs to make the system functional (with approximate cost of repairs).	

<b>5.0.</b>	<b>FINANCIAL DETAILS</b>	<b>Year before last</b>	<b>Previous Year</b>	<b>Current Year</b>
5.1.	O&M Budget – line items wise detail			
5.2.	Establishment Budget – line item wise detail			
5.3.	O&M - Actual Expenditure - line item wise detail			
5.4.	Establishment – Actual Expenses - line item wise detail			
NOTE	Detail of Funds for operation and maintenance and for establishment expenditure for three years are to be attached according to the line items.			



## LIST OF FUNCTIONS BEING ACTUALLY PERFORMED BY THE UA

S. No.	Name and Location	Areas Served	Name of VC/NC	Brief particulars of the Function	Staff (Nos.)	Budget for O&M (Rs.)	Budget for Salaries (Rs.)	Transferable to <sup>1</sup>

<sup>1</sup> Name of VC or NC to which the function may be transferred on Mutual Agreement

**Village Council / Neighbourhood Council Resolution**

**Village Council / Neighbourhood Council's Resolution**

At a meeting of the VC/NC \_\_\_\_\_ held on \_\_\_\_\_ at \_\_\_\_\_  
it has been resolved that the Village Council / Neighbourhood Council:

1. agrees to take over the following Function in the particular area specified below u/s 77 of the SBNP LGO 2001;
2. approves the terms and conditions detailed in the draft Mutual Agreement (and its annexed schedule) presented before the Council; and
3. authorizes the VC/NC Chairman (or a person authorized by him/her) to sign the Mutual Agreement on behalf of the Village Council / Neighbourhood Council.

Function \_\_\_\_\_ Area \_\_\_\_\_

This resolution has been entered on page \_\_\_\_ of the Village/Neighbourhood Council's Minutes Book.

Signatures of Secretary of the VC/NC \_\_\_\_\_

Signatures of the Village/Neighbourhood Council's Chairman \_\_\_\_\_

Stamp

**Union Council Resolution**

**Union Council's Resolution**

At a meeting of the Union Council \_\_\_\_\_ held on \_\_\_\_\_ at \_\_\_\_\_ it has been resolved that:

1. the proposal for transferring of UA Function namely \_\_\_\_\_ in the \_\_\_\_\_ area to the VC/NC \_\_\_\_\_ is approved (Each page of the proposal has been signed by the Union Nazim);
2. the Terms and Conditions of the Mutual Agreement are approved; and
3. The Union Nazim is authorized to sign the 'Mutual Agreement' on behalf of the UA.

This resolution has been entered on page \_\_\_\_ of the Union Council's Minutes Book.

Signatures of Secretary of the Union Council \_\_\_\_\_

Signatures of the Union Nazim \_\_\_\_\_

Stamp:

