



## GREAT SOUTHERN TREASURES MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the 17 day of July 2024

### 1. BETWEEN:

the SHIRE OF BROOMEHILL-TAMBELLUP of 46-48 Norrish Street, TAMBELLUP, WA;

the SHIRE OF CRANBROOK of Gathorne Street, CRANBROOK, WA;

the SHIRE OF GNOWANGERUP of 28 Yougenup Road, GNOWANGERUP, WA;

the SHIRE OF JERRAMUNGUP of 8 Vasey Street, JERRAMUNGUP WA;

the SHIRE OF KATANNING of 52 Austral Terrace, KATANNING, WA;

the SHIRE OF KENT of 24-26 Richmond Street, NYABING, WA;

the SHIRE OF KOJONUP of Albany Highway, KOJONUP, WA; and

the SHIRE OF WOODANILLING of 3316 Robinson Road, WOODANILLING, WA.

collectively known as the ('Member Councils')

### BACKGROUND

- A. Each of the Member Councils are local government authorities established under the Local Government Act 1995.
- B. The Member Councils desire to formalise their agreement and understanding in relation to Great Southern Treasures (GST) and have agreed to enter into this Memorandum of Understanding in this regard. However, the Member Councils agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them, the Member Councils agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.
- C. The purpose of this Memorandum of Understanding is to affirm the partnership and collaboration of the Member Councils and to further the shared aims as below. The purpose for which the collaboration is established is to provide a means for the Member Councils through voluntary participation and the integration and sharing of resources:
  1. To maximise the economic return from tourists and visitors to the Member Councils
  2. To promote and develop the tourism assets of the Member Councils
  3. To cooperate and take an active interest in tourism matters affecting the Member Councils
  4. Nurture industry partners and key stakeholders within the local, regional, state and national tourism industry

D. The values of the Member Councils guiding participation in this Memorandum of Understanding are that they are:

1. Working together to be a preferred regional destination
2. Sharing benefits
3. Championing each other's tourism assets

## **AND THE MEMBER COUNCILS AGREE:**

### **1. Definitions & Interpretation**

#### 1.1 Definitions

- 1.1.1 'Act' means the Local Government Act 1995
- 1.1.2 'Costs' means all costs incurred by the Member Councils associated with this service
- 1.1.3 'Costs Schedule' means the Cost Schedule in clause 13
- 1.1.4 'Committee' means the group of representatives appointed by each of the Member Councils in accordance with Clause 4.1 of this Memorandum
- 1.1.5 'Memorandum' means this Memorandum of Understanding

#### 1.2 Interpretation

- 1.2.1 The Background set out above forms part of this Memorandum and the Member Councils agree that the Background is true and accurate.
- 1.2.2 Unless the contrary intention appears:
  - 1.2.2.1 Words noting the singular shall include the plural and vice versa.
  - 1.2.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.
  - 1.2.2.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently in force at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution, therefore.
  - 1.2.2.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.

### **2. Term**

2.1 The term of this Memorandum shall be three (3) years.

- 2.1.1 The first Memorandum will commence on 1 July 2023 and expire on the 30 June 2026 unless otherwise agreed or

extended by the Member Councils in writing.

- 2.1.2 The term shall be reviewed by the Member Councils not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.

### **3. Negotiate in Good Faith**

The Member Councils agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.

### **4. The Member Councils' Obligations**

The Member Councils agree that each of them shall have the following obligations in respect of Great Southern Treasures:

#### **4.1 Membership of the Committee**

- 4.1.1 To appoint an elected member and proxy to the Committee. The Shire's CEO will also attend as a non-voting member.
- 4.1.2 To delegate such powers to the representatives as are required and necessary to give effect to this Memorandum.
- 4.1.3 To delegate such powers to any external third party as are required and necessary to give effect to the preparation, amendment and implementation of Great Southern Treasures.

#### **4.2. External Third Party**

- 4.2.1. To enter into a contractual arrangement with an external third party on terms and conditions that the Member Councils determine as appropriate.
- 4.2.2. To instruct the external third party in accordance with directions given to it by the Committee (if any).
- 4.2.3. To provide the external third party if required with office facilities, office equipment and resources, (including but not limited to stationery, postage resources, and telephone facsimile and photocopying facilities).
- 4.2.4. To nominate a representative (which at the commencement of the Memorandum shall be the Chief Executive Officer).
- 4.2.5. Liaise with the external third party in relation to the terms, conditions and operations.
- 4.2.6. To supervise the compliance of the external third party.

#### **4.3. Agree that the External Third Party will deliver all obligations within a service level agreement including but not limited to:**

- 4.3.1. Action the Committee decisions.
- 4.3.2. Implement the Strategic Plan.
- 4.3.3. Keep the accounts in order and receive all monies.

- 4.3.4. Adhere to all financial and legal responsibilities.
- 4.3.5. Keep custody of all books, documents, records and registers.
- 4.3.6. Compile agendas, minutes, grant applications, discussion papers, project plans (including implementation).
- 4.3.7. Foster partnerships.
- 4.3.8. Undertake regular communication and to key stakeholders.
- 4.3.9. Any other function as specified or directed by the GST Committee or Chair in line with the service level agreement.

#### 4.4. Finance

To pay to the external third party through the signed service level agreement within fourteen (14) days of having received a tax invoice the amount specified in the tax invoice (GST inclusive) as outlined in the service level agreement.

#### 4.5. Reporting

To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of Great Southern Treasures.

#### 4.6. Collaboration

To collaborate on the following:

- 4.6.1. Achievement of the GST purpose;
- 4.6.2. Strategic direction of the GST and its management;
- 4.6.3. Oversee the delivery of the annual implementation plan;
- 4.6.4. Work cooperatively with other members;
- 4.6.5. Promote the GST;
- 4.6.6. Participate in GST decision-making processes at meetings;
- 4.6.7. Represent and undertake actions on behalf of GST as authorised by the Committee;
- 4.6.8. Form sub committees of the GST and;
- 4.6.9. Perform such other functions as are given to the member by the Act or any other written law.

## 5. Committee

The Member Councils agree to establish a Committee for the purposes specified below.

- 5.1 The Committee representatives shall meet at the times and places determined by the Committee (but in any case, at least quarterly) for the purposes of:
  - 5.1.1 Considering the strategic direction.
  - 5.1.2 Considering any relevant major policy issues.
  - 5.1.3 Reviewing, discussing and preparing budgets.
- 5.2 Each Member Council representative on the Committee shall be responsible for exercising their delegated authority and for the reporting back to their respective Council upon the exercise of those powers.
- 5.3 In the event of a conflict arising between the representatives of the Committee or

if the Committee is divided in its votes on a decision required to be made by it, then the Committee will be required to report to their respective Councils for their determination.

- 5.5. The Chairperson shall be nominated from the Committee Members of the Member Councils at the first meeting of the financial year and appointed by the committee on a twelve-month basis and will perform the following tasks:
  - 5.5.1. Chair the Committee meetings.
  - 5.5.2. Set the meeting schedule and agendas.
  - 5.5.3. Assist in setting the strategic direction of GST.
  - 5.5.4. Represent and undertake actions as directed by the Committee.
  - 5.5.5. Represent Member Councils at industry functions and meetings.
- 5.4 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.
- 5.5 One representative of each Member Council (Chief Executive Officer or other such representative) has one vote on the Committee.

## 6. Variation

The Member Councils agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by all the Member Councils.

## 7. Withdrawal

- 7.1 Member Councils agree to commit to the term (3yrs) of the Memorandum. They cannot withdraw prior to the conclusion of the Memorandum term.
- 7.2 If a Member Council of the Great Southern Treasures wishes to no longer participate, that Council must give twelve (12) months written notice (the 'Notice Period') to the other Member Councils at the commencement (first month) of the final year of the Memorandum.
- 7.3 Notwithstanding withdrawing that the Member Council shall still be liable for its contribution to all costs as per the Cost Schedule for the duration of the Notice Period.

## 8. Additional Members

- 8.1 If another council wishes to join, subject to the unanimous agreement of the Member Councils, that council may join in this Memorandum, provided that the council agrees:
  - 8.1.1 To be bound by the terms and conditions of this Memorandum.
  - 8.1.2 To contribute a share of the initial Costs and Schedule Costs, with the contribution and use thereof to be determined by the Member Councils.
  - 8.1.3

## 9. No Partnership

This Memorandum does not create or evidence a partnership between the Member Councils.

## 10. Winding Up

- 10.1 Subject to the Member Councils extending or otherwise entering into a new agreement, at the expiration of this Memorandum, each of the participating Member Councils at that time shall be provided with the following:
  - 10.1.1 A readable copy of all records (hard copy or otherwise), in an appropriate format.
  - 10.1.2 A share of the proceeds in accordance with the percentages specified in the Cost Schedule upon the realisation of any of the assets (as opposed to those owned by the individual Councils) after the payment of all liabilities (outstanding or contingent) if any.
- 10.2 If upon winding up the liabilities (outstanding or contingent) exceed the assets (as opposed to those owned by the individual Councils) each Member Council shall contribute a share towards the payment of the liabilities in accordance with the formula specified in the Cost Schedule.

## 11. Disputes Between Member Councils

- 11.1 The Member Councils agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 11.2 In the event of any dispute or difference ('dispute') arising between the Member Councils or any of them at any time as to any matter or thing of whatsoever nature arising under or in connection with this Memorandum, then a Member Council may give to the other Member Council/s (as the case may be) notice in writing ('dispute notice') adequately identifying the matters, the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Member Council of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.
- 11.3 At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.
- 11.4 The costs (if any) of arbitration shall be borne equally by the Member Councils involved in the arbitration.

EXECUTED as a Memorandum of Understanding

SIGNED BY THE **SHIRE of BROOMEHILL-TAMBELLUP's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chief Executive Officer Signature

\_\_\_\_\_  
Name

SIGNED BY THE **SHIRE of CRANBROOK's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

\_\_\_\_\_  
Name

SIGNED BY THE **SHIRE of GNOWANGERUP's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

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Name

SIGNED BY THE **SHIRE of JERRAMUNGUP's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

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Name

SIGNED BY THE **SHIRE of KATANNING's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

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Name

SIGNED BY THE **SHIRE of KENT's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

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Name



SIGNED BY THE **SHIRE of KOJONUP's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

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Name

SIGNED BY THE **SHIRE of WOODANILLING's** Authorised Person.  
Pursuant to s.9.49(A)4 of the Local Government Act 1995

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Signature

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Name

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Chief Executive Officer Signature

\_\_\_\_\_  
Name

## 12. Services Schedule

The following Services will be provided:

### 13.1 GST Purpose

The Great Southern Treasures is a purpose led organisation to promote regional tourism experiences.

## 13. Costs Schedule

Annual subscription (12 months) for Member Councils is for the life of the Memorandum (ex GST). It is reviewed at the end of the Memorandum by Member Councils.

- a) Member Council - Tier 1 (under 1000 population) \$7,000p.a
- b) Member Council - Tier 2 (1000 – 1900 population) \$13,000p.a
- c) Member Council - Tier 3 (1901 plus population) \$20,000p.a