

Great Southern Voluntary Regional Organisation of Councils

Memorandum of Understanding

2025 - 2029

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AGREEMENT

This agreement is between the following Participating Local Governments.

Member 1

Member 2

Member 3

Member 4

Member 6

Member 7

Member 8

Enter into a memorandum of understanding dated2025 to recognise the cooperation and shared goals of the member councils.

NAME

The name of this voluntary regional organisation is the Great Southern Voluntary Regional Organisation of Councils (Great Southern VROC)

PURPOSE

The purpose for which Great Southern VROC is established is to collaborate to create value.

OBJECTIVES

The Great Southern VROC's objectives are to;

- a. enhance and assist in the advancement of the Region;
- b. encourage cooperation and resource sharing on a regional basis;

ORGANISATION

Appointment of Members

- a. A Participating Local Government is to appoint one of its councillors to be the voting Member of the Great Southern VROC.
- b. A Participating Local Government may appoint up to an additional two of its councillors as Deputy Members who may attend and contribute to each meeting but who will not have a voting right unless the appointed Member is absent.
- c. A Participating Local Government has one vote.

Observers

The CEO of a Participating Local Government is expected to attend and contribute to Great Southern VROC meetings but does not get a vote.

Tenure of Members of Great Southern VROC

A Member of Great Southern VROC shall hold office until either;

- The Member ceases to be a councillor of the Participating Local Government.
- The Member is removed by the Participating Local Government.

Election of Chairperson and Deputy Chairperson

The Members of the Great Southern VROC shall elect the Chairperson and Deputy Chairperson.

At the first meeting of the Great Southern VROC following a local government election, Members shall elect a Chairperson and Deputy Chairperson, by absolute majority.

If the office of the Chairperson or Deputy Chairperson becomes vacant for any reason the Members of Great Southern VROC shall elect a new Chairperson or Deputy Chairperson as the case requires.

Tenure of Chairperson and Deputy Chairperson

The Chairperson or Deputy Chairperson will hold office until the election of a new Chairperson or Deputy Chairperson.

The Chairperson of Great Southern VROC may hold this position for a maximum of two terms (four years).

Role of Chairperson

The Chairperson:

- a) Presides at Great Southern VROC meetings.
- b) Speaks on behalf of the Great Southern VROC.
- c) Liaises with the Executive Officer on Great Southern VROC affairs and the performance of its functions.

Role of Deputy Chairperson

The Deputy Chairperson may perform the functions of the Chairperson if:

- a) The office of the Chairperson is vacant; or
- b) The Chairperson is absent or unable or unwilling to perform the functions of Chairperson.

Meeting Frequency

Unless agreed otherwise, VROC meetings will be convened quarterly.

Role of Great Southern VROC Members

- a. Achievement of the Great Southern VROC purpose;
- b. Setting the strategic direction of the Great Southern VROC and its management;
- c. Work cooperatively with other members;
- d. Support the involvement of CEOs;
- e. Promote the Great Southern VROC;
- f. Represent the interests of the electors and residents of the Region;
- g. Facilitate communication between the community of the Region and Great Southern VROC;
- h. Participate in Great Southern VROC's decision-making processes;
- i. Represent and undertake authorised actions on behalf of Great Southern VROC.

Role of the Great Southern VROC Executive

The role of the Great Southern Executive (CEOs) is to:

- a. Assist in the achievement of the Great Southern VROC purpose;
- b. Assist in the strategic direction of the Great Southern VROC and its management;
- c. Identify opportunities and advocacy for the Great Southern VROC;
- d. Participate in Great Southern VROC's decision-making processes at Executive meetings of the Great Southern VROC;
- e. Represent and undertakes actions as directed by the Great Southern VROC;
- f. Assist to ensure the advice and information is available to the Great Southern VROC so that informed decisions can be made;
- g. Perform such other functions as are given by the Great Southern VROC.

Appointment and Role of the Great Southern VROC Executive Officer

By agreement, Members may employ or contract an Executive Officer or instruct the Host Local Government to employ or contract an Executive Officer, to perform the following functions;

- a. Prepare an annual budget and work program for approval by the Members;
- b. Assist in implementing the work program;
- c. Periodically review and refresh the Great Southern VROC Strategic Plan;
- d. Report on implementation of the work program to each Great Southern VROC meeting;
- e. Action Great Southern VROC and Great Southern VROC Executive decisions;
- f. Keep the accounts of the Great Southern VROC in order and receive all monies;
- g. Adhere to all financial and legal responsibilities;
- h. Maintain custody of all books, documents, records and registers of the Great Southern VROC;
- i. Compile agendas, minutes, grant applications, discussion papers, project plans (including implementation)
- j. Foster partnerships;
- k. Undertake regular communication within the Great Southern VROC and with key stakeholders;
- l. Undertake any other function as specified or directed by the Great Southern VROC Council, Chairperson or Host Local Government CEO.
- m. Undertake activities, as specified, through Agreements, Memorandums of Association or Contracts entered by the Great Southern VROC or the Host Local Government representative.

If an Executive Officer is not employed or contracted either by the Members or through the Host Local Government, the Executive Officer functions listed above, will become the responsibility of the Host Local Government CEO.

Host Local Government

The Host Local Government is the local government from which the Chairperson originates.

Host Local Government Obligations

In addition to providing the Executive Officer services, if requested by Members the Host Local Government will also;

- through the Host Local Government CEO, assume line management of an employed or contracted Executive Officer.
- prepare and maintain policies for managing the financial affairs of the Great Southern VROC including banking and audit arrangements.
- apply for an Australian Business Number (ABN) and open a bank account in the Great Southern VROC's name.
- apply for and manage receipt of grant or debt funding to support initiatives of the Great Southern VROC.
- be accountable to the Members and meet all auditing requirements for any money received and paid in relation to the Great Southern VROC.
- not terminate the Executive Officer without the approval of Members. For the purposes of this clause, 'approval' means a majority decision of Great Southern VROC Members.

FINANCIAL CONTRIBUTIONS

Annual Contributions

Participating Local Governments may be required to make an annual financial contribution towards the operations of Great Southern VROC (Annual Operating Contribution), subject to a determination of Members. The contribution from a Band 3 Participating Local Government may be different to a Band 4 local government.

In addition, Participating Local Governments may also be requested to contribute to Great Southern VROC special projects or initiatives.

Special Project implementation is to be supported by a Project Plan and Life of Project Budget.

Participating Local Governments may opt in to the funding of a Special Project but once opted in cannot withdraw until the Project is wound up by an absolute majority decision of the Great Southern VROC.

Financial Management

By agreement of the Members the Great Southern VROC may apply for an Australian Business Number (ABN) and open a bank account to receive membership and special project fees.

Prior to opening a bank account, procedures for how the account will operate, including the requirement for audit, must be agreed by the Members.

The Annual Operating Contribution and any Special Project contributions shall be paid by each Participating Local Government in the manner determined by Great Southern VROC.

Winding Up of Great Southern VROC Project

The Great Southern VROC may resolve to wind up a Project. An absolute majority vote will be required by the Great Southern VROC to resolve to wind up any Project.

Division of Assets

If a Project is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Participants in the proportions referred to in the Project Plan.

This Division of Assets shall not apply where the Project Participant advises the Great Southern VROC that a realisation of the property and assets is not necessary.

Division of Liabilities

If a Project is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project, then the liability or debt is to be met by the Project Participants in the proportions referred to in the Project Plan & Budget.

Indemnification by Project Participants of Great Southern VROC

If a Project is wound up, then the Project Participants shall indemnify Great Southern VROC (in the proportions referred to in the original plan) with respect to that liability or debt.

TERM AND TERMINATION

Winding up by Agreement

The Members may, by agreement, wind up Great Southern VROC.

Extension of Agreement

The Members may, by agreement, extend the term of the Great Southern VROC MOU.

Term of Agreement

Unless otherwise wound up or extended, this Agreement will terminate on 31 October 2029.

Division of assets

If Great Southern VROC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of Great Southern VROC then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among each of the Participating Local Governments in proportion to their relative contribution to the assets of the Great Southern VROC.

Division of liabilities

If Great Southern VROC is wound up and there remains any liability or debt in excess of the realised property and assets, then the liability or debt is to be met by each of the Participating Local Governments in proportion to their relative contribution to the assets of the Great Southern VROC.

WITHDRAWAL OF A PARTICIPATING LOCAL GOVERNMENT

Withdrawal

If, during the Term of this Agreement, Members resolve to apply an Annual Operating Contribution and the amount each Participating Local Government will pay, the minimum term of membership will be from the date this Annual Operating Contribution is payable to the expiry of this MOU on 31 October 2029. No withdrawal can take place during this period.

In this scenario, if a Participating Local Government intends to withdraw on 31 October 2029, they must give at least 6 months notice advising the Great Southern VROC of their intent to withdraw from the Great Southern VROC.

If during the Term, Members do not resolve to apply an Annual Operating Contribution, a Participating Local Government may withdraw at any time by giving 6 months notice to the Great Southern VROC.

Member Reinstatement

The Great Southern VROC may reinstate by absolute majority the membership of a former Participating Local Government once they have cleared all debts owed to the Great Southern VROC.

Entitlement or Liability of Withdrawing Participating Local Government

As soon as practicable following withdrawal taking effect, Great Southern VROC shall;

- a) distribute to the withdrawing Participating Local Government an amount equal to the proceeds and any surplus funds which would have been payable to the Participating Local Government if Great Southern VROC was wound up on the withdrawal date; or
- b) be entitled to recover from the withdrawing Local Government an amount equal to the liability or debt which would be payable by the withdrawing Local Government if the Great Southern VROC was wound up on the withdrawal date.

Participants May be Required to Pay Distribution

If the Great Southern VROC is unable to meet the distribution from funds on hand then, unless the Great Southern VROC decides otherwise, the Participants (other than the Participant that has withdrawn) shall pay the distribution in the proportions equal to their respective equities in the Great Southern VROC.

ADMITTING NEW MEMBERS

Prospective new members may be admitted by a decision of the Great Southern VROC and shall be required to contribute to Great Southern VROC a sum determined by the Great Southern VROC that is described as “the entry sum” and in addition a sum equal to the current year’s contribution schedule or such other sum agreed to by the Great Southern VROC.

BORROWINGS

Great Southern VROC is not permitted to borrow funds.

DISPUTE RESOLUTION**Dispute**

In the event of any dispute or difference (‘dispute’) arising between a Participating Local Government and Great Southern VROC or any of them at any time as to any matter or thing arising under or in connection with this Memorandum of Understanding, then a Participating Local Government or Great Southern VROC may give to the other Participants and Great Southern VROC (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 Participating Local Government or Great Southern VROC of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

Arbitration

At the expiration of 25 business days from the date of sending the dispute notice, the Participating Local Government or Great Southern VROC 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.

Legal Representation

For the purposes of the Commercial Arbitration Act 1985, the Participating Local Government consent to each other and to Great Southern VROC being legally represented at any such arbitration.

INTERPRETATION

- i. In this Memorandum of Understanding unless the context requires otherwise:
- ii. Words importing the singular include the plural and vice versa;
- iii. Words importing any gender include the other gender;
- iv. References to persons include corporations and bodies politic;
- v. References to a person include the legal personal representatives, successors and assigns of that person;
- vi. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- vii. References to this or any other document include the document as varied or replaced, and not withstanding any change in the identity of the parties;
- viii. References to writing include any mode of representing or reproducing words in tangible and permanently visible form, including confirmed facsimile transmission and email with receipt confirmation;
- ix. An obligation of two or more parties shall bind them jointly and severally;
- x. If a word or phrase is defined cognate words and phrases have corresponding definitions;
- xi. An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- xii. Reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

AMENDMENT TO MEMORANDUM OF AGREEMENT

The Members may amend this Memorandum of Understanding by absolute majority.

EXECUTED by the Parties on.....

Executed for and on behalf of the Shire of
Pursuant to section 9.49(A) of the *Local Government Act 1995*

President

Chief Executive Officer

Executed for and on behalf of the Shire of
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