Council

GREAT SOUTHERN TREASURES – MEMORANDUM OF UNDERSTANDING AND STRATEGIC PLAN

Strategic Plan and Forward Directions 2020-2023

Memorandum of Understanding

Finance Options

Meeting Date: 27 January 2021

Number of Pages: 16

GREAT SOUTHERN TREASURES

STRATEGIC PLAN and FORWARD DIRECTIONS 2020 - 2023

PURPOSE To build the brand and awareness of the tourism		MISSION Collectively plan and promote the tourism assets	VISION The communities of Great Southern Treasures are the mos	ABOUT US
To build the brand and awareness of the tourism assets within Great Southern Treasures locally, nationally and worldwide.		experiences and events across member local governments.	and known in Australia's South West	of member local governments working under an MoU with a resourced Executive Officer. Established in 2004
OUR BOLD STEPS (1-3yrs)	ACTIONS TO A	CHIEVE BOLD STEPS	MEASUREMENTS	LONG TERM GOALS (3yrs plus)
Branding and Communications	 a. Annual GST marketing plan is developed and linked to the Treasures Trail marketing plan 		Marketing Plan strategies implemented Visitation increases (data) Awareness of tourism assets increases (data) GSCORE	Locals and businesses are promoters of Great Southern Treasures and the tourism assets Appropriate governance structure
	b. Build marketing collateral for GST and partners to use c. Partner with Australia's South West and other tourism stakeholders to increase the reach of our marketing expenditure d. Work with LGs, Visitor Centres and CRCs in the communities to deliver consistent marketing and messages		Marketing collateral builds each year (images, GST brochure, websietc) Marketing collateral is current and reflective of members tourism ass Marketing material is shared amongst members and GST	ite, stories adopted by members
			ASW financial contribution towards GST marketing (\$)	
			Regular contact with LGs, Visitor Centres and CRCs to implement the purpose, mission and marketing strategies GST brand is used by LGs, Visitor Centres, businesses and CRCs Key messages are adopted by members and partners	he GST
2. BLOOM Festival	a. Resourc	ed BLOOM Festival Coordinator	Employment of a BLOOM Festival Coordinator BLOOM festival patronage increases annually GST signature event held during BLOOM and a positive financial re	turn
3. Festivals	Taste Great Southern features member events and tourism activities		All member LG's promoted in Taste Great Southern guides Increasing participation by local businesses, groups and members in Taste Great Southern festival	n the
	b. Other Fe	stivals	Increasing participation by local businesses, groups and members	
4. Operations		ne financial management of the group	Annual budget adopted and adhered to Financial management is reflective of the GST governance Pros and cons of various trading structures presented for decision Annual GST audit	
	investme	Illocation to reserves to leverage external ent / funding	Successful external funding every two years outside of BLOOM	
5. Governance	a. Forward	Plan delivers upon our vision and mission	Strategic Plan and Activity Plan adopted and initiatives completed	
		nce structure – MoU is appropriate to our and goals	MoU signed by all member local governments Organisational structure and position descriptions endorsed	
	to inform understa	ata throughout the year and also during BLOOM LGs, stakeholders and RTO so that they nd our needs and tourism trends	GST Annual report and finances in each member Council Annual Re Data Plan developed and population begins	eport
HOW DO WE ASSESS WHAT WE	DO AND DON'T	DO.		

HOW DO WE ASSESS WHAT WE DO AND DON'T DO

To achieve our purpose and strategic goals, we use the following values to guide our mission. The values of the Great Southern Treasures members are:

- Working together to be a preferred regional destination
 Shared benefits
 Championing each other's tourism assets

Challenges

- Financial sustainability of the group may be impacted by Shire budgets
- Education regarding the value of tourism to the local economy Councils and stakeholders
- Additional governance may impact group's existing collaboration and goodwill
- Implementing systems and processes
- Host Shire and financial record keeping
- Lack of forward direction and plan
- Delegate responsibilities
- Data collection and analysis of tourism / visitor stats
- Feedback loop

Opportunities

- Positive financial position
- · Group's collaboration and wide network
- Resourced Executive Officer
- · Good track record of grant execution
- Forward plan to drive the organisation forward
- Group Event during BLOOM
- Social media profile
- Close partnership with Australia's South West, joint marketing
- Leveraging % of reserves to attract external funding
- Increasing marketing collateral / resources for members
- Tourism linked to economic development
- Data collection
- · Caravan and Camping show presence

GREAT SOUTHERN TREASURES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the

day of

2020

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 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;

the SHIRE OF PLANTAGENET of 22-24 Lowood Road, MOUNT BARKER, WA;

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 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 local governments and to further the shared aims as below. The purpose for which the Scheme is established is to provide a means for the Participants, through voluntary participation and the integration and sharing of resources:
 - 1. To maximise the economic return from tourists and visitors to the participant local governments
 - 2. To promote and develop the tourism assets of the participant local governments
 - 3. To cooperate and take an active interest in tourism matters affecting the participant communities
 - 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. Shared 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 Host Council including, but not limited to, the engagement of the Executive Officer (salary, training costs, sick leave, annual leave, long service leave and reimbursement of expenses), costs for time incurred by any other staff member or consultant, hardware, software licenses, vehicle costs, communication costs, stationery, and any other resources associated with operating the Scheme;
- 1.1.3 **'Billing Period'** means the quarterly periods of each financial year when Tax invoices are issued by the Host Council;
- 1.1.4 **'Costs Schedule'** means the Cost Schedule attached to this Memorandum;
- 1.1.5 **'Host Council'** means one Member Council that agrees to undertake the duties in 4.1 on behalf of the member Councils to administer the Scheme
- 1.1.6 **'Committee'** means the group of representatives appointed by each of the Member Councils in accordance with Clause 4.1 of this Memorandum;
- 1.1.7 **'Scheme'** means the Great Southern Treasures scheme;
- 1.1.8 'Memorandum' means this Memorandum of Understanding;
- 1.1.9 **'Operating Guidelines'** means the guidelines (as amended from time to time) referred to in Clause 6 of this Memorandum:
- 1.1.10 **'Other Member Councils'** means the Member Councils that are not the Host Council.

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.
- 1.2.2.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.

2. Term

- 2.1 The term of this Memorandum shall be three (3) years
 - 2.1.1 The first MoU will commence on 1 Jan 2021 and expire on the 30 June 2023, unless otherwise agreed or extended by the Member Councils in writing.
- 2.2 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 the **Great Southern Treasures Scheme**;

4.1 Host Council

On behalf of the Other Member Councils, the Host Council agrees;

4.1.1 Administration

- 4.1.1.1 to administer the Scheme in accordance with this Memorandum and the Operating Guidelines; and
- 4.1.1.2 to be accountable to the Other Member Councils in a manner determined for the administration of the Scheme and the facilitation of the Scheme;

4.1.2 Membership of the Committee

- 4.1.2.1 to appoint the Chief Executive Officer or the CEOs nominated representative to the Committee;
- 4.1.2.2 to appoint a proxy for each of the representatives in Clause 4.1.2.1.
- 4.1.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;
- 4.1.2.4 to delegate such powers to the Chief Executive Officer of the Host Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines:

4.1.3 Finances

- 4.1.3.1 to administer and account to the Other Member Councils in accordance with the method set out in the Cost Schedule for the Scheme Costs and the Administration Costs and to issue to the Other Member Councils on a yearly basis a tax invoice specifying the amount of the Scheme Costs and Administration Costs that each of the Other Member Councils are responsible for during that Billing Period. An adjustment will be made in the following July invoice to reflect the actual expenditure for the previous year.
- 4.1.3.2 to prepare with the assistance from the Other Member Councils and EO, in accordance with this Memorandum, the budgets for the Scheme; and
- 4.1.3.3 to meet all auditing requirements for all moneys received and paid for in relation to the Scheme;

4.1.4 Executive Officer (EO)

- 4.1.4.1 to enter into, on behalf of the Other Member Councils, an employment or contractual arrangement with the Executive Officer on terms and conditions that the Member Councils determine as appropriate;
- 4.1.4.2 to instruct the Executive Officer in accordance with directions given to it by the Committee (if any);
- 4.1.4.3 to provide the Executive Officer with office facilities, office equipment and resources, (including but not limited to stationery, postage resources, and telephone facsimile and photocopying facilities) and any other administrative assistance or resources required to be provided to enable the Executive Officer to effectively carry out their duties;
- 4.1.4.4 to nominate a representative (which at the commencement of the Memorandum shall be the Chief Executive Officer) to;

- (a) liaise with the Executive Officer in relation to the terms, conditions and operation of the Scheme; and
- (b) supervise the conduct of and compliance of the Executive Officer;
- 4.1.4.5 not to terminate the Executive Officer without the approval of the Other Member Councils. For the purposes of this clause, 'approval' means the written approval of a majority of the Other Member Councils received after a request has been made by the Host Council to the Other Member Councils requesting their vote;

4.2 The Other Member Councils

The Other Member Councils agree;

4.2.1 Finance

to pay to the Host Council within fourteen (14) days of having received a tax invoice the amount specified in the tax invoice (GST inclusive) given during each Billing Period in accordance with Clause 4.1.3.1 for its share of the Scheme Costs and the Administration Costs.

4.2.2 Membership of the Committee

- 4.2.2.1 to appoint the Chief Executive Officer or representative to the Committee;
- 4.2.2.2 to appoint a proxy for each of the representatives in Clause 4.2.2.1;
- 4.2.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;
- 4.2.2.4 to delegate such powers to the Chief Executive Officer of the relevant Member Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines.

4.3 All Member Councils

The Member Councils agree:

4.3.1 Reporting

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

4.3.2 Collaboration

- a) Achievement of the GST purpose
- b) Strategic direction of the GST and its management;
- c) Oversee the delivery of the annual implementation plan;
- d) Work cooperatively with other members
- e) Promote the GST
- f) Participate in GST decision-making processes at meetings;
- g) Represent and undertake actions on behalf of GST as authorised by the Committee;
- h) Form sub committees of the GST and
- i) Perform such other functions as are given to the member by the Act or any other written law.

5. Scheme Committee

- 5.1 The Member Councils agree to establish a Committee for the purposes specified below.
- 5.2 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:
 - 5.2.1 considering the strategic direction of the Scheme;
 - 5.2.2 considering any major policy issues in relation to the Scheme; and
 - 5.2.3 reviewing, discussing and preparing budgets for the Scheme.
- 5.3 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.
- 5.4 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 Member Councils agree that their respective Chief Executive Officer shall have delegated to them the necessary powers to make such decisions on behalf of the respective Member Council with respect to the Scheme.
- 5.6 The Committee shall appoint an Independent Chairperson (a person who is not a representative on the committee) for a term of the MoU who will be eligible for reappointment unless he/she resigns in which case the Committee will appoint a new Chairperson to chair the meetings.
- 5.7 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.
- 5.8 One representative of each Member Council (Chief Executive Officer or other such representative) has one vote on the Committee

6. Operational Guidelines

- 6.1 Upon execution of this Memorandum, the Chief Executive Officer or representative of each of the Member Councils shall prepare and implement Operational Guidelines which the Chief Executive Officers or representatives shall be capable of amending from time to time as the Chief Executive Officers or representatives see fit.
- 6.2 Notwithstanding the provisions of this Memorandum, the Member Councils agree that the Operational Guidelines shall be the principal document that facilitates the operational management of the Scheme.
- 6.3 The Member Councils shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the Scheme in accordance with the Operational Guidelines.
- 6.4 The Councils agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

7. 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.

8. Withdrawal

- 8.1 Member Councils agree to commit to the term (3yrs) of the MoU. They can not withdraw prior to the conclusion of the MoU term.
- 8.2 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 MoU.
- 8.3 Notwithstanding withdrawing from the Scheme that Council shall still be liable for its contribution to all costs as per the Cost Schedule for the duration of the Notice Period.

9. Additional Members

- 9.1 If another council wishes to join the Scheme, subject to the unanimous agreement of the Member Councils, that council may join in this Memorandum and the Scheme, provided that the council agrees;
 - 9.1.1 to be bound by the terms and conditions of this Memorandum;
 - 9.1.2 to contribute a share of the initial Scheme Costs and Administration Costs, with the contribution and use thereof to be determined by the Member Councils.

10. No Partnership

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

11. Winding Up

- 11.1 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:
 - 11.1.1 a readable copy of all records (hard copy or otherwise), in an appropriate format, associated with the Scheme; and
 - 11.1.2 a share of the proceeds in accordance with the percentages specified in the Cost Schedule upon the realisation of any of the assets forming part of the Scheme (as opposed to those owned by the individual Councils) after the payment of all liabilities (outstanding or contingent) if any.
- 11.2 If upon winding up the liabilities (outstanding or contingent) exceed the assets forming part of the Scheme (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 CostSchedule.

12. Disputes Between Member Councils

- 12.1 The Member Councils agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 12.2 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 of Understanding, 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.
- 12.3 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.
- 12.4 The costs (if any) of arbitration shall be borne equally by the Member Councils involved in the arbitration.

EXECUTED as a Memorandum of Understanding

THE COMMON SEAL of SHIRE OF BROOM was hereunto affixed in the presence of:	1EHILL-TAMBELLUP	
President		
Chief Executive Officer		
THE COMMON SEAL of SHIRE OF CRANB was hereunto affixed in the presence of:	ROOK	
President		
Chief Executive Officer		
THE COMMON SEAL of SHIRE OF GNOW was hereunto affixed in the presence of:	ANGERUP	
President		
Chief Executive Officer		
THE COMMON SEAL of SHIRE OF KATAN was hereunto affixed in the presence of:	INING)	
President		
Chief Executive Officer		

THE COMMON SEAL of SHIRE OF KENT was hereunto affixed in the presence of:)
President	
Chief Executive Officer	
THE COMMON SEAL of SHIRE OF KOJONUP was hereunto affixed in the presence of:)
President	
Chief Executive Officer	
THE COMMON SEAL of SHIRE OF PLANTAGENET was hereunto affixed in the presence of:)
President	
Chief Executive Officer	
THE COMMON SEAL of SHIRE OF WOODANILLING was hereunto affixed in the presence of:)
President	
Chief Executive Officer	

SERVICES SCHEDULE

The following Services will be provided by the Scheme:

GST Purpose

To build the brand and awareness of the tourism assets within Great Southern Treasures locally, nationally and worldwide.

GST Mission

Collectively plan and equally promote the tourism assets, experiences and events across member local governments.

Chair Services

- a. Achievement of the GST purpose
- b. Assist in the strategic direction of the GST and its management;
- c. Identify opportunities for the GST;
- d. Participates in GST decision-making processes at meetings of the Committee;
- e. Represent and undertake actions as directed by the Committee;
- f. Assist to ensure the advice and information is available to the Committee so that informed decisions can be made;
- g. Performs such other functions as are given by the GST Council.

Executive Officer Services

- a. Action GST decisions
- b. Keep the accounts of the GST in order and receive all monies
- c. Adhere to all financial and legal responsibilities
- d. Custody of all books, documents, records and registers of the GST
- e. Assist in implementing the Strategic Plan
- f. Compile agendas, minutes, grant applications, discussion papers, project plans (including implementation)
- g. Foster partnerships
- h. Regular communication within the GST and to key stakeholders
- i. Any other function as specified or directed by the GST Committee or Chair

COSTS SCHEDULE

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

- a) Member Council Tier 1 (under 1000 population) \$7,000p.a
- b) Member Council Tier 2 (1001 2000 population) \$11,000p.a
- c) Member Council Tier 3 (2001 plus population) \$17,500p.a

HOST COUNCIL FOR THE TERM OF THIS MOU

Shire of Broomehill-Tambellup

150 SQUARE

GST FINANCE OPTIONS

OPTION 1	OPTION 2		
0. 1.014			
 Subscription fees reflective of annual GST Budget Equal split across all member local governments For example – annual budget is \$90K. This is split equally across all local governments for the life of the MoU (3yrs) e.g. \$11,250 Budget may vary each year MoU to reflect this arrangement e.g. annual budget determined by Committee, 1/8th split 2020/21 Budget Expenses \$98,500 2020/21 Membership Fee - \$12,312 	 Subscription fees reflective of annual GST Budget Tiered amounts for member local governments Budget may vary each year 3yrs MoU to reflect this arrangement x small local government x large local government Tier 1 Small local government \$7,500 Tier 2 Large local government \$15K 		
2020/21 Memberemp / 66	The 2 Lange recar gereinment from		
OPTION 3	OPTION 4		
 Annual subscription has a 'base' rate e.g. \$7,500 Additional project fee added to the base rate depending on strategic priorities for the year ahead, this amount may vary Aligned to the MoU (3yrs) 	 Annual subscription is determined by rate / elector base For example Katanning rate base is the largest elector base Set for three years BHT 1132 - \$10K CB 1077 - \$10K GNP 1207 - \$10K KA 4084 \$15K KT 562 - \$5K KO 1980 - \$10K PL 5249 - \$15K WOODY 528 - \$5K TOTAL \$80K 		
\$9K x 8 Shires = \$72K (covers EO wage and	Tier 1 (under 1000) \$7,000		
essentials) Project Fees additional depending on priorities	Tier 2 (1001 - 2000) \$11,000 Tier 3 (2001 plus) \$17,500		
OPTION 5	OPTION 6		
 Annual subscription fee is tiered For example tiers determined on rate base / population / average annual Shire budget % OPTION 7	 Set the subscription fee on historical payments Revisit in 3yrs time 		
 Annual subscription fee Equal amount across all member local governments (1/8th) Aligned to MoU (3yrs) 			
Annual membership fee \$10K			

Additional thoughts:

- Alignment to GST Values
- Future sustainability with enough reserve funds
- Acknowledgement of in kind contributions e.g. office space
- CPI indexing

Next Steps

Members to consider the following first:

- 1. Consideration as to whether the subscription fees should cover just an EO or an EO and strategic priorities as well as reserve allocation
- 2. Tiered subscription or equal subscription rate

Emily Notes 10/11/20 Spoke to Caroline and the decision to be made going forward is that the current budget has enough for EO (60k 3 days) but not enough to complete all strategic actions (as bogged down in admin) No bigger picture stuff will happen in the current system. Look at all option here and see which will be best to allow more actions to be completed.