



**Chief Executive Officer Attachments  
Wednesday, 20 May 2015**

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**Shire of  
Dandaragan**



## **Northern Growth Alliance**

**Agreement between:**

**Shire of Chittering  
Shire of Dandaragan  
Shire of Gingin**

## **Memorandum of Understanding for the Operation of the Northern Growth Alliance**

**May 2015**

(Version One)

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## **1. Description of the Memorandum of Understanding (MOU)**

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- 1.1 The purpose of this document is to set out the framework for regional cooperation between the member local governments.
- 1.2 The regional body shall be known as the Northern Growth Alliance, or under the short form NGA.
- 1.3 NGA will not be a legal entity or a body corporate, and may only operate under the auspices of one or more member local governments.
- 1.4 NGA operates under the authority of Section 3.68 of the *Local Government Act 1995*.

## **2. Period of Agreement**

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- 2.1 This agreement shall apply from the date it is adopted by the member local governments for a period of five years. At the end of that period the members may:
  - Renew the agreement;
  - Change the agreement; or
  - Take no action, in which case the agreement ceases to have effect.
- 2.2 The agreement may be modified or cancelled at any time with the unanimous agreement of the member local governments.

## **3. Membership**

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- 3.1 Membership of the NGA Councils shall consist of the following organisations:
  - Shire of Chittering;
  - Shire of Dandaragan;
  - Shire of Gingin.
- 3.2 Each member is a local government constituted under the *Western Australian Local Government Act 1995*.

#### 4. Mission Statement

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4.1 The mission of the Northern Growth Alliance is to:

**“Have a united approach in addressing strategic issues within our region”**

#### 5. Purpose

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5.1 The purpose of NGA is to arrange and facilitate Members:

- working together cooperatively to address regional problems, issues or challenges and advance the interests of the region;
- developing and implementing resource sharing strategies or regional service delivery models; and
- Undertaking studies to address industry development and growth.

#### 6. The NGA Governance Group

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6.1 The prime decision-making body for NGA shall be the Governance Group;

6.2 The Governance Group will meet every two months at a time and place agreed by the group;

6.3 Each member local government shall have equal representation on the Governance Group;

6.4 The Governance Group shall consist of:

- one elected member for each member local government, usually the Shire President;
- one senior officer from each member local government, usually the CEO;
- one elected member for each local government that is a sitting member of the Wheatbelt Development Commission; and
- Wheatbelt Development Commission CEO and/or senior staff.

6.5 Each member local government shall have a single vote to be exercised by their nominated elected member or proxy or in the absence of an elected member by the CEO or senior officer present. Only local government elected members are permitted to vote on items with the total number of elected members being three;

6.6 Governance Group meetings are not open to the public, but additional elected members from member local governments are encouraged to attend as observers;

- 6.7 Invited guests may attend the meeting to address particular issues and can remain for the remainder of the meeting unless decided otherwise by the meeting;
- 6.8 Members may attend by prior arrangement through instantaneous electronic communication;
- 6.9 Except where otherwise stipulated in this agreement, all decisions shall be made by simple majority;
- 6.10 For the purposes of this clause "simple majority" means more than half of the number of members present.

## **7. The NGA Chief Executive Officer's Group**

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- 7.1 The NGA Chief Executive Officers Group will meet every two months at a time and place agreed by the Officers Group, in the months when the Governance Group does not meet;
- 7.2 Each member local government shall have equal representation on the Officers Group, usually the CEO;
- 7.3 Proxies are permitted; and
- 7.4 Decisions shall be by consensus.

## **8. Authority**

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- 8.1 The individual local government that is responsible for the delivery of a program or project under third party grant funding shall ensure that the program or project is delivered and the funds are expended and acquitted in accordance with the grant agreement.

## **9. Meetings**

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- 9.1 The NGA Governance Group will decide where and when and how often it will meet;
- 9.2 The secretariat will prepare a program for the meeting that will consist of:
  - Matters referred by the Officers Group for consideration or decision;
  - Matters raised by individual member local governments for consideration;
  - Review of actions and progress arising from previous meetings or decisions;
  - Submissions, presentations or representations from third parties arranged by the secretariat or agreed by the Chairperson; and
  - Such other matters as may be agreed by the Governance Group.

- 9.3 The meeting Program will generally be circulated one clear week prior to the Governance Group Meeting; and
- 9.4 A quorum shall consist of four delegates from the three member local governments.

## **10. Chairperson and Deputy Chairperson**

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- 10.1 The Chairperson of the Governance Group will be the hosting local government or on a rotational basis between the three member local governments;
- 10.2 The Chairperson must be an elected member from one of the member local governments;
- 10.3 The Chairperson shall have a deliberate vote only and no casting vote. Unresolved matters are to be referred to the next meeting;
- 10.4 If the Chairperson is absent, whether represented by a proxy or not, the Deputy Chairperson will preside; and
- 10.5 If both the Chairperson and the Deputy Chairperson are absent, whether represented by proxies or not, the group will elect a presiding member for that meeting only.

## **11. Secretariat**

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- 11.1 An individual, member local government or the hosting local government will provide the secretariat support for each meeting.

## **12. Treasury**

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- 12.1 Once project funds are received, a member local government will be appointed to act as Treasurer to hold, manage and account for funds held on behalf of the NGA for that specific project; and
- 12.2 The project local government will provide regular financial reports to the Governance Group.

## **13. Annual Financial Contribution**

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- 13.1 Each year at its April meeting the Governance Group will determine the annual contribution for member Councils for the following financial year;
- 13.2 The annual contribution shall be identical for each member Council; and
- 13.3 The annual contribution will be not less than \$5,000 and not more than \$10,000 per member Local Government.

## **14. Project Financial Contribution**

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- 14.1 NGA through the Governance Group may decide to undertake a project or projects which require additional financial contributions from member local governments;
- 14.2 Projects must involve at least two local governments, but could involve all member local governments;
- 14.3 Each project will have a separate form of agreement which will ensure that:
- The costs of the project are equitably distributed;
  - That any additional costs or savings are equitably distributed to participating local governments; and
  - That there will be no impost on, or windfall to those member local governments that choose not to participate.

## **15. Spending NGA Funds**

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- 15.1 Any decision to allocate NGA funds to a project will be made by a Special Majority of members; and
- 15.2 A Special Majority for the purposes of this Clause will be two out of the three members.

## **16. New NGA Members**

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- 16.1 The Governance Group may by unanimous agreement:
- Allow an additional local government to become a member; or
  - Invite an additional local government to become a member.
- 16.2 Any new member will be required to buy in to the Northern Growth Alliance of Councils; and
- 16.3 The buy in figure will be determined by preparing a balance sheet for NGA and dividing the net equity position by the number of members.

## **17. Withdrawal of NGA Members**

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- 17.1 NGA members recognise and agree that participation in NGA is a long-term strategy and any decision to withdraw should be reflective of the long-term nature of the commitment; and
- 17.2 A member may withdraw at any time without notice but will be required to pay any contributions due and payable up to the end of the current financial year but will not be entitled to any distribution of assets.



## **18. Winding Up**

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- 18.1 Any decision to wind up NGA requires a decision by Special Majority of members;
- 18.2 A Special Majority for the purposes of this Clause will be 5 out of the 6 members; and
- 18.3 In the event that NGA is to be wound up:
- Any assets or liabilities associated with a project that does not include all members of NGA will be distributed amongst those members in accordance with the agreement for that project; and
  - All remaining assets and liabilities will be distributed equally amongst member Councils.

## **19. Action Plan**

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- 19.1 NGA will prepare an Action Plan every two years that will identify regional priorities, planned projects and activities for the next two year period;
- 19.2 The Governance Group may at any time add or remove items from the Action Plan;
- 19.3 The Action Plan will be reviewed annually; and
- 19.4 The Action Plan will form a schedule to this MOU.

**20. Executed by the Parties**

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**Shire of Chittering**

**SHIRE PRESIDENT**

_____ Printed Name	_____ Signature	_____ Date
<b>CHIEF EXECUTIVE OFFICER</b>		

_____ Printed Name	_____ Signature	_____ Date
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**Shire of Dandaragan**

**SHIRE PRESIDENT**

_____ Printed Name	_____ Signature	_____ Date
<b>CHIEF EXECUTIVE OFFICER</b>		

_____ Printed Name	_____ Signature	_____ Date
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**Shire of Gingin**

**SHIRE PRESIDENT**

_____ Printed Name	_____ Signature	_____ Date
<b>CHIEF EXECUTIVE OFFICER</b>		

_____ Printed Name	_____ Signature	_____ Date
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