

Agenda **Memorandum of Understanding – Inner City Councils**
Item 13.18

Recommendation:

That Council:

1. ***ENDORSES in principle the draft Memorandum of Understanding for the Inner-City Mayors group, covering the Cities of Perth, South Perth, Subiaco, Vincent and the Town of Victoria Park; and***

2. ***AUTHORISES the Chair Commissioner and the Chief Executive Officer to negotiate with the other parties on the final terms of the Memorandum of Understanding and for the Chair Commissioner to execute the final document on behalf of the City.***

FILE REFERENCE:	P1036702#02
REPORTING UNIT:	Strategy and Partnership
RESPONSIBLE DIRECTORATE:	Community and Commercial Services
REPORT AUTHOR DISCLOSURE OF INTEREST:	Nil
DATE:	21 February 2019
ATTACHMENT/S:	Confidential Attachment 13.18A - Draft Memorandum of Understanding (MOU) between Inner City Councils

Council Role:

- | | | |
|-------------------------------------|----------------|---|
| <input type="checkbox"/> | Advocacy | <i>When the Council advocates on its own behalf or on behalf of its community to another level of government/body/agency.</i> |
| <input checked="" type="checkbox"/> | Executive | <i>The substantial direction setting and oversight role of the Council e.g. adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.</i> |
| <input type="checkbox"/> | Legislative | <i>Includes adopting local laws, town planning schemes and policies</i> |
| <input type="checkbox"/> | Quasi-Judicial | <i>When the Council determines an application/matter that directly affects a person's right and interests. The judicial character arises from the obligation to abide by the principles of natural justice. Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (eg under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.</i> |
| <input type="checkbox"/> | Information | <i>For the Council/Committee to note.</i> |

Legislation / Strategic Plan / Policy:

Legislation	N/A
Integrated Planning and Reporting Framework Implications	Strategic Community Plan Goal 7 - An open and engaged city
Policy	
Policy No and Name:	N/A

Purpose and Background:

The purpose of this report is to introduce a draft Memorandum of Understanding (MOU) between the Cities of Perth, South Perth, Subiaco, Vincent and the Town of Victoria Park, for consideration by Council.

A meeting of the Inner-City Mayors was held on 13 September 2018. The meeting was attended by the Chair Commissioner from the City of Perth, Mayors from the Cities of South Perth, Subiaco, Vincent and the Town of Victoria Park. The meeting was convened to explore opportunities for regional collaboration on strategic issues impacting on local government.

An outcome of the meeting was the suggestion that a MOU be developed to define the role and expectations from the group. A draft MOU was prepared and circulated to the parties for discussion at a subsequent meeting of the group held on 12 December 2019. Attendees included the respective Chief Executive Officers of each of the local governments. Discussions at the meeting lead to minor amendments and a subsequent draft MOU circulated (see Confidential Attachment 13.18A).

Details:

The draft MOU, to be established for an initial three year period, sets out *“the framework for the establishment of a co-operative relationship between the parties”* with the objective to *“collaborate in multiple areas to enhance the brand, objectives and strategic outcomes of each organisation as innovators in local government and to create appealing destinations for local community and industry, as well as inter-state and international visitors and investment.”*

The MOU is non-binding with any activity or project resulting from the MOU to be subject to a further agreement between the parties. Section 6 of the MOU states:

“Each collaborative activity or project to be initiated under this MoU will be subject to a further agreement between the parties. Such agreements will set out the obligations of the parties, including but not limited to funding, responsibilities, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party in relation to that activity.”

The MOU sets out a range of areas for the Parties to consider opportunities for collaboration, including:

- State and Federal Government advocacy;
- Identification of strategic priorities;
- Information sharing;

- Economic development, tourism initiatives, planning policies, transport integration, place based activation;
- Community participation and access to education and cultural opportunities and facilities;
- Events and community activities;
- Opportunities for operational efficiencies; and
- Sharing of facilities and resources.

The MOU sets out a governance structure which includes a Steering Committee comprising of Mayors, Chief Executive Officers and senior executives, as well as a Partnership Steering Group and working groups to implement plans for the achievement of strategic objectives.

The MOU also sets out a requirement for reporting back to member Councils.

Stakeholder Engagement

No stakeholder engagement was undertaken in relation to this report.

Financial Implications:

There are no financial implications related to this report. Any future projects or activities initiated under the MOU which have financial implications would need to be considered on their merits.

Comments:

The MOU is consistent with the City's Strategic Community Plan strategic objective of "*Thriving Neighbourhoods and communities are created by collaboration*". The MOU is also consistent with the Objects of the City of Perth as set out in the *City of Perth Act 2016*, specifically Object s8(1)(i):

to develop and maintain collaborative inter-governmental relationships at regional, State, national and international levels with a view to developing and implementing strategies for the continued improvement of the City of Perth.

The MOU provides an opportunity to strengthen relationships with the City's local government neighbours to not just improve the services for the City's ratepayers and broader stakeholders, but also contribute to improving the services within the inner-city region.

It is recommended that Council approves the draft MOU (in principle) and authorises the Chair Commissioner and Chief Executive Officer to finalise the text for signature by the Chair Commissioner on behalf of Council.

MEMORANDUM OF UNDERSTANDING

between

CITY OF PERTH

and

CITY OF SOUTH PERTH

and

CITY OF SUBIACO

and

TOWN OF VICTORIA PARK

and

CITY OF VINCENT



City of Perth

MEMORANDUM OF UNDERSTANDING

PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

CITY OF PERTH, [ABN 83 7801 186 28] of 27-29 St Georges Terrace, Perth, Western Australia 6000 ("**Perth**")

and

CITY OF SOUTH PERTH, [ABN 65 5332 184 03] of Civic Centre, Corner Sandgate Street & South Terrace, South Perth, Western Australia 6151 ("**South Perth**")

and

CITY OF SUBIACO, [ABN 84 3877 028 90] of 241 Rokeby Road, Subiaco, Western Australia 6008 ("**Subiaco**")

and

TOWN OF VICTORIA PARK, [ABN 77 2848 597 39] of 99 Shepperton Road, Victoria Park, Western Australia 6100 ("**Victoria Park**")

and

CITY OF VINCENT, [ABN 62 1911 325 42] of 244 Vincent Street, Leederville, Western Australia 6007 ("**Vincent**")

1. BACKGROUND

- 1.1 The Parties wish to enter into this Memorandum of Understanding (MoU) for the purposes of exploring objectives for possible collaboration opportunities on strategic issues impacting on local government.
- 1.2 This MoU sets out the framework for the establishment of a co-operative relationship between the parties.

2. COLLABORATION AND OBJECTIVES

- 2.1 The Parties strategic objective is to collaborate in multiple areas to enhance the brand, objectives and strategic outcomes of each organisation as innovators in respective local government and also to create appealing destinations for local community and industry, as well as inter-state and international visitors and investment.
- 2.2 The Parties will discuss and explore opportunities and proposals to cooperate and collaborate in one or more of the following areas:
 - a) Coordinate joint approaches to State and Federal Governments on shared issues;
 - b) Agree to an effective forum including executive staff for identifying the mutual strategic priorities of each organisation on an annual basis;
 - c) Share strategic information in relation to areas of expertise and possible collaboration and engagement with industry in respect of economic development, tourism initiatives, planning policies, transport integration, place based activation and any other key areas to be determined from time to time;

- d) Develop strategies to improve community participation and access to education and cultural opportunities and facilities;
- e) Work together to develop events and community activities that benefit local business, rate payers, arts/culture, unique high street activity and facility/resource collaboration;
- f) Work together to develop events and community activities that benefit local business and rate payers and promotes Central Perth as a year-round national arts and culture destination;
- g) Develop strategies and projects that deliver operational efficiencies and sustainability in areas such as waste management, biodiversity protection and economic development;
- h) Develop a Central Perth regional strategy that positions the region as being a leader in offering formal and informal recreation and wellness opportunities for the benefit of the region and Perth more broadly; and
- i) Share facilities and resources where appropriate.

3. AGREEMENT NOT BINDING

- 3.1 Except for clause 9 (Confidentiality), this MoU is being signed by the Parties to evidence their in principle non-binding intentions. This MoU outlines the framework of a working relationship between the parties. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement in accordance with Clause 6.
- 3.2 Any action taken by any party in anticipation of approvals will be at the sole risk of that Party.
- 3.3 No partnership or joint venture is created by this MoU, and neither party can commit the other financially or otherwise to third parties.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party will:
 - a) Attend the Steering Committee three times a year with attendees including Mayors, Chief Executive Officers, and relevant Senior Executives from each organisation to discuss and review strategic priorities, and in particular local government relationship management;
 - b) Identify the key Senior Executives who will meet at least three times a year to discuss the relationship and progress made on the achievement of strategic objectives to be reported by the Partnership Steering Group (PSG).

- c) The key Senior Executives will identify resources to work together as a PSG. The PSG's key accountabilities will be to:
 - i) Document its terms of reference, acknowledging that the key purpose of the PSG is to identify and prioritise the opportunities for collaboration between the organisations, ensuring that the collaborations relate to achievement of the strategic objectives;
 - ii) Establish working groups and/or forums to develop and deliver implementation plans for the achievement of a specific strategic objective or objectives; and
 - iii) Measure and evaluate progress and priorities, and report back to the respective Councils as set out in this MoU.

5. INTELLECTUAL PROPERTY

This MoU does not transfer any interest in Intellectual Property. All issues relevant to the ownership of Intellectual Property, including Background Intellectual Property and Project Intellectual Property will be determined in the respective written agreement covering the specific collaboration program that the parties have decided to proceed with and subject to clause 6.

6. FURTHER AGREEMENTS FOR ACTIVITIES AND PROJECTS

Each collaborative activity or project to be initiated under this MoU will be subject to a further agreement between the parties. Such agreements will set out the obligations of the parties, including but not limited to funding, responsibilities, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party in relation to that activity.

7. STRATEGIC FRAMEWORK

- 7.1 Within three months of the signing of this MoU, or at such later time as agreed between the parties, the parties must agree on a strategy for its management and oversight of the objectives. The agreed strategy will include the following processes:
 - a) Communication strategy and process for regular communication between representatives of the parties in relation to this MoU;
 - b) Decisions will be made by consensus;
 - c) Procedures for reviewing and reporting the progress of collaborative activities and projects initiated under this MoU; and
 - d) Procedures for identifying and prioritising new opportunities for collaboration.

8. TERM AND TERMINATION

- 8.1 The term of this MoU will commence on the date of execution and will continue for a term of 3 years.
- 8.2 A Party may terminate this MoU at any time by written notice of termination to the other Parties.

8.3 The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the parties unless the relevant agreement provides otherwise.

9. CONFIDENTIALITY

9.1 Each Party will treat any confidential information shared by other Parties appropriately in line with transparency and accountability principles.

9.2 This provision shall survive the termination or expiration of this MoU.

10. USE OF NAME AND LOGO

No party shall use the name or logo, or any variation thereof, of any other party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a party's brand policies and style guidelines.

11. VARIATION

A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

Signed for and on behalf of **CITY OF PERTH** by:

Signature

Name (*please print*)

Title (*please print*)

Date: ____/____/____

In the Presence of:

Signature of Witness

Name of Witness (*please print*)

Signed for and on behalf of **CITY OF SOUTH PERTH** by:

Signature

Name (*please print*)

Title (*please print*)

Date: ____/____/____

In the Presence of:

Signature of Witness

Name of Witness (*please print*)

Signed for and on behalf of **CITY OF SUBLACO** by:

Signature

Name (*please print*)

Title (*please print*)

Date: ____/____/____

In the Presence of:

Signature of Witness

Name of Witness (*please print*)

Signed for and on behalf of **TOWN OF VICTORIA PARK** by:

Signature

Name (*please print*)

Title (*please print*)

Date: ____/____/____

In the Presence of:

Signature of Witness

Name of Witness (*please print*)

Signed for and on behalf of **CITY OF VINCENT** by:

Signature

Name (*please print*)

Title (*please print*)

Date: ____/____/____

In the Presence of:

Signature of Witness

Name of Witness (*please print*)