



Western Australian
Regional Capitals Alliance

**Western Australian Regional Capitals
Alliance Meeting**

AGENDA

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AGENDA

1. OFFICIAL OPENING

2. RECORD OF ATTENDANCE / APOLOGIES / ABSENCE

Members:

Peter Long	Mayor City of Karratha (Chair)
Chris Adams	CEO City of Karratha
Dennis Wellington	Mayor City of Albany
Andrew Sharpe	CEO City of Albany
Andrew Brien	CEO City of Bunbury
Ken Diehm	CEO City of Greater Geraldton
John Bowler	Mayor City of Kalgoorlie-Boulder
John Walker	CEO City of Kalgoorlie-Boulder

Dialling in:

Shane van Styn	Mayor City of Greater-Geraldton
Gary Brennan	Mayor City of Bunbury
Camilo Blanco	Mayor Town of Port Hedland
Chris Linnell	Acting CEO Town of Port Hedland
Ron Johnston	Mayor Shire of Broome
Sam Mastrolembo	Acting CEO Shire of Broome

Apologies:

Presentations:

David Saunders	Assistant Director General, Regional Department of Planning
Paul Crape	AON Insurance

3. DECLARATIONS OF INTEREST

4. CONFIRMATION OF MINUTES AND BUSINESS ARISING FROM MINUTES OF PREVIOUS MEETINGS

Recommendation:

That members note the outcomes of the informal discussions of the Western Australian Regional Capitals Alliance members held on Tuesday, 25 October 2016.

5. WARCA STRATEGIC DIRECTIONS – STATUS OF 2016 ACTIONS AND ‘HIGH LEVEL’ DIRECTION FOR 2017

Date of Report:	16 November 2016
Report Author:	Chief Executive Officer, City of Karratha
Disclosure of Interest:	Nil
Attachment(s)	WARCA Strategic Directions Status Report – Dec 2016

Purpose

For WARCA to

1. Consider the current status of implementation of agreed actions listed within the WARCA Strategic Directions 2016 document.
2. Consider the Strategic Direction for the organization in 2017

Background

WARCA agreed on specific actions that it would like to achieve in the 2016 calendar year. The attached Status Report updates on the progress towards achieving the actions listed within the document. The following table briefly summarises the action status:

Area of Activity	In progress/On Track	No Action Taken/Behind	Total Actions
Advocacy and Policy Influence	3	2	5
Research	1	1	2
Promotion	4	2	6
Information Sharing	3	0	3
Total	11	5	16

Informal discussions were held amongst WARCA members prior to SEGRA in Albany regarding the perception of WARCA by its members and how WARCA could/should operate into the future. A summary of the key points discussed is listed below:

- WARCA is operating better than previously but could/should be doing more.
- Focus needs to move away from research into more outcome focused/tangible results.
- Potential to position WARCA as a regional group in Local Government that works collaboratively to get things done.
- Discussion re the focus is 2017 being on:
 - Advocacy on key WARCA issues
 - Developing WARCA regional project up (selling regional cities) linked to Growth Plans

Link to WARCA Strategic Directions/Establishment Agreement

The WARCA Strategic Directions 2016 Document includes the following statement that is relevant to this matter:

Review and Reporting: A brief snapshot report on the status of the above listed 2016 Actions will be prepared and distributed as a component of each WARCA Agenda

A new plan for 2017 will need to be developed.

Budget Implications

Nil

Options

Option 1: Officer Recommendation

Option 2: That WARCA notes the WARCA Strategic Directions: Status of Implementation Document (as attached), and modifies the document by _____

Conclusion

For discussion and review.

Recommendation

That WARCA:

- 1. Notes the WARCA Strategic Directions: Status of Implementation Document (as attached)**
- 2. Agrees that the key focus areas for 2017 for the organization will be:**
 - a. Advocacy on agreed matters**
 - b. Developing priority projects that are consistent across Regional Centre Development Plans**
- 3. Requests that a Strategic Directions document be prepared for 2017 detailing the activities that will be undertaken by the organisation**

6. EXECUTIVE OFFICER

Date of Report:	02 December 2016
Report Author:	Chief Executive Officer, City of Albany
Disclosure of Interest:	Nil
Attachment(s)	Example General Conditions of Engagement

Purpose

To Consider the appointment of a part time executive officer to support WARCA, Review and approve the terms of engagement and Approve the position description.

Background

At previous WARCA meetings it has been suggested we call for expressions of interest for the position of Executive Officer to provide a higher level of administrative and executive support to the Alliance.

The City of Albany Chief Executive Officer, Andrew Sharpe was requested to prepare a report for the December 2016 WARCA Meeting in order to determine the potential Executive Officer role and method of engagement.

WARCA has the option to appoint a dedicated Executive Officer or alternatively continue to support the Alliance operations from within Member Councils existing staff resourcing.

Discussion

It is recommended that the Executive Officer is engaged as a consultant under a “General Conditions of Engagement Contract”. From a good governance perspective – any recruitment process undertaken by the Alliance must demonstrate full transparency and a compliant equitable process.

It is recommended that the Alliance determines the method of seeking expressions of interest and the skill and experience required of the incumbent. The recruitment options being either; an open market expression of interest or a select number of applications sourced from existing contractors that are received via Alliance Member recommendations.

The following has been prepared for review by the Alliance board:

Proposed Expression of Interest:

Exclusive Opportunity with the Western Australian Regional Capitals Alliance (WARCA).

The Alliance is looking for a part time Executive Officer to help lead and enable the alliances vision:

“WARCA will enable the member regional capital communities to evolve into fully-fledged alternatives to the Perth metropolitan areas with populations of at least 50,000 by 2026”

Position Description:

The Executive Officer provides the Chairman and members of the Alliance with high level strategic and executive leadership and support.

The position undertakes research, prepare reports and other papers, and regularly represents the Alliances in discussions with key external Stakeholders, in particular Government Ministers and senior Advisors.

The Executive Officer will work in co-operation with the Alliance's Secretariats administrative assistant to provide administrative and operational support to the Alliance in-particular preparing agendas and business papers.

The Executive Officer will also shape this new role so that it demonstrably adds to the effectiveness of the Alliance. This will include preparing a strategic plan with key goals and deliverables. The strategic plan is to be prepared in direct liaison with the Alliance members and then presented for formal adoption.

Key Responsibilities will include:

- Responsible for developing and implementing a strategic plan with the Alliance board.
- Proactively advocate, build and maintain effective working relationships with internal and external stakeholders.
- Advocate on behalf of the Alliance to both industry, state and federal government.
- Provide strategic leadership to the Alliances as required.
- Provide advice and information to the Alliance, Chair and Members to position and enable the WARCA vision.
- Prepare high quality reports, speeches, presentations, briefings, correspondence and other papers for the Alliance.
- Prepare and settle the WARCA agenda and business papers in consultation with the Chairperson and Members.

About You:

To be successful, you will be able to demonstrate the following skills and experience:

- Excellent stakeholder management skills including both internal and external stakeholders.
 - Operations Management – A minimum of five years demonstrating accountability for ensuring effective operations for an organisation including finance, administration, marketing, reporting and relationship management.
 - Ability to implement governance and provide the required reporting to monthly Alliance Board meetings.
 - A strong focus on customer service and service delivery to members.
 - Experience in advocacy and regional development would be highly desirable.
 - Demonstrated ability in policy development and strategic planning.
-
-

This is an outstanding part-time position for the right candidate and will provide the opportunity for someone to take ownership and deliver real outcomes to the Alliance and its participant members, being:

- City of Albany
- Sire of Broome
- City of Bunbury
- City of Greater Geraldton
- City of Kalgoorlie-Boulder
- City of Karratha
- Town of Port Headland

Remuneration:

There are a number of options that can be explored, however it is recommended that the alliance consider:

- Retainer for fixed period of contract; and/or
- Explore the possibility of reverting to an hourly rate.

For example – the contractor would be engaged on an hourly rate to be costed against a set retainer amount. Then any additional hours worked above the retainer amount that have been pre-approved would be paid at the set hourly rate.

Method of seeking interest to fulfil the position:

A number of options are available and should be considered by the Alliance at the December 2016 meeting:

- Targeted recruitment (maximum of four minimum of three potential consultants); or
- Full open market.
-

Financial implications

- The Alliance will be responsible for determining the consultant's financial remuneration.
 - Currently the City of Greater Geraldton are responsible for the alliances financial reporting and management.
 - Unless otherwise agreed, it is recommended that the Executive Officer be engaged under a general conditions of engagement contract administered by the City of Greater Geraldton as the auspicing Member Council.
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Legal implications

- There are no direct legal implications related to report.
- It is recommended that the Executive Officer is engaged under a “General Conditions of Contract for Engagement of Consultants” (see attached for an example), by the City of Greater Geraldton as the auspicing Member Council.

Conclusion

It is recommended WARCA consider recruiting a dedicate Executive Officer under the terms and conditions detailed in this report.

As an alternative option the alliance may consider not appointing a dedicated Executive Officer and scale back its meetings and activities. Under this option member Councils could continue to meet collectively for a set purpose and provide the staff resourcing from within the existing membership base.

Recommendation

That WARCA members consider recruiting a dedicate Executive Officer under the terms and conditions detailed in this report.

Example General Conditions of Engagement

CONDITIONS OF ENGAGEMENT

Clause 1

The Consultant shall perform and carry out the Services at all times in a conscientious expeditious and workmanlike fashion. Where the Consultant is required to provide or utilise equipment such equipment shall be suitable for the Services and shall be maintained by the Consultant in good and proper working condition.

Clause 2

The Consultant warrants that its employees and agents are competent and have all necessary skill training and qualifications to carry out the Services in accordance with these conditions.

Clause 3

The Consultant shall continue to perform the Services until the date of termination specified in the Letter of Engagement or until otherwise determined by notice as hereinafter provided.

Clause 4

Notwithstanding anything herein contained to the contrary the Principal may determine the engagement of the Consultant at any time and without prior notice should the Consultant its employees or agents be guilty of any dishonesty serious misconduct or serious neglect of duty or be in breach of any of the terms or conditions herein or in the Letter of Engagement contained or refuse to comply with any reasonable instructions or directions given by the Principal.

Clause 5

The Principal may determine the Consultant's engagement hereunder upon the happening of any one or more of the following events, namely:

(a)

If the Consultant enters into a Deed of Arrangement or an order is made for it to be wound up;

(b)

If a Receiver or Receiver/Manager is appointed of the Consultant;

(c)

If the Consultant is placed under Official Management;

(d)

If a judgement is entered against the Consultant for a sum in excess of FIVE THOUSAND DOLLARS (\$5,000) and the same remains unsatisfied or unappealed for a period of twenty one (21) days.

Clause 6

This Agreement is personal and shall not be assigned or dealt with in any way by either party (whether by assignment sub-contract sub-licensing or otherwise) without the consent of the other party.

Clause 7

The Principal shall pay to the Consultant the Consultancy Fee specified in the Letter of Engagement at the time and in the manner set out in the Letter of Engagement.

Clause 8

The Principal shall not be liable to reimburse the Consultant for the amount of any expenses incurred by the Consultant in and about the performance of the Services, including without limitation travel expenses accommodation and subsistence expenses. All such expenses of the Consultant shall be deemed to be included in the amount of the Consultancy Fee specified in the Letter of Engagement.

Clause 9

The Consultant shall effect and maintain all insurance required to be effected by it by law. Without limiting the generality hereof the Consultant shall arrange all necessary insurance with respect to its employees under the provisions of the *Workers' Compensation and Injury Management Act 1981* and shall if required by the Principal produce evidence of such insurance at any time and from time to time.

Clause 10

The Consultant shall be responsible for and shall indemnify and keep indemnified the Principal against liability for all loss, damage or injury to persons or property (including death) caused by the Consultant or its employees or agents and the amount of all claims damages costs and expenses which maybe paid suffered or incurred by the Principal as aforesaid in respect of any loss, damage or injury (including death) shall be made good at the Consultant's expense and may be deducted from any monies due or becoming due to the Consultant.

Clause 11

The Consultant shall at its own expense effect and maintain for the duration of the Consultant's engagement a policy of Professional Indemnity Insurance covering the Consultant's legal liability arising out of any act, neglect, default, error or omission made or done by or on behalf of the Consultant or any of its employees or agents in connection with the Services in the sum of ONE MILLION DOLLARS (\$1,000,000) in respect of any one claim.

Clause 12

All works items materials or information whatever nature produced or developed by the Consultant or under the direction of the Consultant pursuant to or in the course of providing the Services shall be and become the sole and complete property of the Crown in right of the State of Western Australia whether such property is tangible or is in the nature of industrial or intellectual property rights (including copyright and rights of confidential information). The Consultant shall not use any such works, items, materials or information otherwise than for the purpose of performing the Services hereunder without the prior written consent of license of the Principal first had and obtained.

Clause 13

If at the written request of the Principal the Consultant performs work additional to the Services, the Principal shall pay the Consultant in respect of such additional work at the rate provided for in the Letter of Engagement or if no such rate is specified then at the rate agreed between the Principal and the Consultant.

Clause 14

For as long as the Consultant shall continue to perform the Services hereunder the Consultant shall at all times at its own cost and expense observe, perform and comply with all Acts of both Federal and State Parliaments and all regulations by-laws ordinances or orders made thereunder and the lawful requirements of any public municipal or other authority so far as the same may affect or apply to the Consultant or the Services and the Consultant shall indemnify and keep indemnified the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

Clause 15

The Principal may at any time by notice in writing to the Consultant require that the Consultant should cease to permit a particular person or persons employed by the Consultant to be engaged in carrying out the Services or any part thereof and the Consultant shall forthwith cease to employ any such person or persons in or about the performance of the Services and shall replace any such person or persons with such alternative person or persons as shall be suitably qualified and skilled to perform the Services and as shall be acceptable to the Principal.

Clause 16

Nothing herein contained or implied shall constitute the relationship of partnership or employment or agency between the Consultant and the Principal and it is the express intention of the parties hereto that any such relationships are denied.

Clause 17

(a)

No right of the Principal hereunder shall be deemed to be waived except if such waiver is in writing signed by the Principal.

(b)

A waiver by a party hereto will not prejudice the rights of that party in respect of any subsequent breach of these conditions by the other party.

(c)

Any failure by a party to enforce any provision of these conditions or any forbearance delay or indulgence granted by a party to the other shall not be construed as a waiver of the first mentioned party's rights under these conditions.

Clause 18

These conditions and the Letter of Engagement constitute the entire agreement between the parties for the provisions of the Services by the Consultant. Any prior arrangements, agreements, representations or

undertakings are superseded and any modification or alteration of any clause of these conditions will not be valid except if made in writing and signed by the parties hereto.

Clause 19

If any provision of these conditions should be held invalid, unenforceable or illegal for any reason the agreement between the Principal and the Consultant shall remain otherwise in full force apart from such provision which shall be deemed deleted.

Clause 20

These conditions and the agreement between the Principal and the Consultant will be governed by and construed according to the Law for the time being in force in the State of Western Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

Clause 21

Notices under these conditions may be delivered by hand, by registered mail, by telex or by facsimile to the addresses of the parties specified in or notified pursuant to these conditions. Notice will be deemed to be given:-

(a)

in the case of hand delivery or registered mail upon written acknowledgment of receipt by an Officer or other duly authorised employee, agent or representative of the receiving party;

(b)

in the case of telex upon receipt of an answer-back;

(c)

in the case of a facsimile upon proof of completion of transmission.

Clause 22

Any dispute arising in connection with the Letter of Engagement or these conditions which cannot be settled by negotiation between the parties or their representatives shall be submitted to Arbitration in accordance with the Commercial Arbitration Act 1985. During such Arbitration both parties may be represented by a duly qualified legal practitioner.

Clause 23

(a)

Subject to clause 27 hereof the Consultant shall treat as confidential all information disclosed to the Consultant, made known to the Consultant or developed by the Consultant during the course of or for the purposes of the Services ("the confidential information").

(b)

Without limiting the generality of the preceding sub-clause, the confidential information includes computer programs, client lists, the Principal's methods of operation and details of clientele and potential clientele of the Principal.

Clause 24

(a)

Immediately upon the completion of the Services and the termination of the Consultant's engagement by the Principal, the Consultant shall deliver to the Principal all documents in any way relating to the confidential information which are then in the Consultant's possession.

(b)

The operation of this condition shall survive the termination of the Consultant's engagement with the Principal.

Clause 25

Without limiting the generality of the last preceding clause, the Consultant shall not use or disclose or authorise the use of disclosure of the confidential information to any person or company without the prior consent in writing of the Principal.

Clause 26

If the Consultant is employed or engaged in an industry identical or similar to the industry in which the Principal operates after termination of its engagement with the Principal, the Consultant shall inform all persons who engage or employ the Consultant of the fact and existence of these conditions.

Clause 27

The Consultant shall not be obliged to treat information as confidential in the following circumstances:-

(a)

where such information is generally known within the industry referred to in the last preceding clause;

(b)

where it would be unconscionable to require the Consultant to treat such information confidentially as the term "unconscionable" is defined in the section 52A of the Trade Practices Act 1974 (Commonwealth);

(c)

where it would be an invalid restraint of trade under the law of the State of Western Australia to require the Consultant to treat such information confidentially.

Clause 28

(a)

With respect to all work done in Western Australia under the Contract, the Consultant shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done under the Contract.

(b)

Failure by the Consultant to comply with sub clause (a) hereof shall entitle the Principal by notice in writing to the Consultant to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

7. ENDORSEMENT OF MEMORANDUM OF UNDERSTANDING.

Date of Report:	05 December 2016
Report Author:	Chief Executive Officer, City of Bunbury
Disclosure of Interest:	Nil
Attachments:	Draft Memorandum of Understanding

Purpose:

For members of the Western Australian Regional Capitals Alliance to receive the Draft Memorandum of Understanding prior to referring the matter to each respective Council for endorsement.

Background:

Due to the finalised agreement with UWA and to allow WARCA to transition into the new phase the development of a MOU is considered the most appropriate way to progress this.

At the discussion forum of 25 October 2016 and at the CEO teleconference of 15 November 2016, the matter of the appointment of Executive Officer for WARCA was discussed. It was noted, that the Memorandum of Understanding would incorporate the role of Executive Officer and Secretariat which are contained at items 6.8 and 6.9 of the MOU.

Comment:

The MOU details the purpose and objectives of WARCA. It also references that Western Australian Regional Capitals Alliance is to initially prepare and subsequently review a Strategic and Financial Plan every two years.

1. Cooperation

To provide a strong and cohesive regional group that has the capacity to provide leadership and practical projects that will enhance the regional capitals within Western Australia

2. National Participation

To promote and participate in national forums which seek to enhance the role, stature and effectiveness of regional cities and regional capitals across Australia.

3. Resource Sharing

To promote inter-council cooperation and resource sharing opportunities where these add value and do not diminish the way individual councils provide services to their communities.

These opportunities can include but are not limited to the following;

- i. Undertake joint and mutually beneficial projects; and

The Purposes for which the Western Australian Regional Capitals Alliance is established are to:

- a) Provide a framework for the assessment of common themes and delivery options of projects and outcomes identified through the development of the Regional Centres Growth Planning Process;
 - b) Participate in State and National activities or forums where they relate to West Australian regional centres;
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- c) To provide a forum for sharing of information and consolidation of positions to assist State Government in the development of policy relevant to regional centres.

The objectives of the Western Australian Regional Capitals Alliance shall be:

- a) To achieve the organisational vision
b) To endeavour to carry out the Purposes in manner which enhances and assists in the advancement of the Region
c) To encourage cooperation and information sharing; and
d) Not to detract from the relationships a Participant holds within its community, with the state and federal governments and other entities it interacts with in the course of usual business.

Policy Implications

Nil

Legislative Implications

Nil

Financial Implications

Nil

Recommendation:

That:

- 1. The Draft Western Australian Regional Capital Alliance Memorandum of Understanding as presented be received by members.**
- 2. The Draft Memorandum of Understanding be referred to each respective Council for endorsement at an Ordinary Meeting prior to signing.**
- 3. Upon formal endorsement by each member Council, the MOU be signed at a 2017 WARCA Meeting with appropriate media release and publicity to be arranged.**



MEMORANDUM OF UNDERSTANDING

Date

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PARTIES TO THE AGREEMENT

This Agreement forms a Memorandum of Understanding between the following local governments:-

- i. City of Albany;
- ii. Shire of Broome;
- iii. City of Bunbury;
- iv. City of Greater Geraldton;
- v. City of Kalgoorlie-Boulder;
- vi. Town of Port Hedland; and
- vii. City of Karratha

RECITALS

The Participants have resolved, on the dates referred to in Schedule 1, to enter into this Memorandum of Understanding.

OPERATIVE PART

1. NAME

The name of the Voluntary Regional Organisation is the Western Australian Regional Capitals Alliance (WARCA).

2. PURPOSES

The Purposes for which the Western Australian Regional Capitals Alliance is established are to:

- a) Provide a framework for the assessment of common themes and delivery options of projects and outcomes identified through the development of the Regional Centres Growth Planning Process;
- b) Participate in State and National activities or forums where they relate to West Australian regional centres;
- c) To provide a forum for sharing of information and consolidation of positions to assist State Government in the development of policy relevant to regional centres.

3. OBJECTIVES

The objectives of the Western Australian Regional Capitals Alliance shall be:

- a) To achieve the organisational vision
- b) To endeavour to carry out the Purposes in manner which enhances and assists in the advancement of the Region
- c) To encourage cooperation and information sharing; and
- d) Not to detract from the relationships a Participant holds within its community, with the state and federal governments and other entities it interacts with in the course of usual business.

4. VISION

WARCA will enable the member regional capital communities to evolve into fully-fledged alternatives to the Perth metropolitan area with populations of at least 50,000 by 2026.

5. DEFINITIONS

In this Memorandum of Understanding unless the context requires otherwise;

“Act” means the *Local Government Act 1995*;

“Operative Date” means XXXXXX

“Participant” means the:

- City of Albany
- Shire of Broome
- City of Bunbury
- City of Greater Geraldton
- City of Kalgoorlie-Boulder
- City of Karratha
- Town of Port Hedland

“Project” means the undertaking of any activity for a Purpose described in clause 2;

“Proposal” means the proposal to undertake a Project;

“Purpose” means any purpose referred to in clause 2 and including, but not limited to, those detailed in Schedule 2.

6. COUNCILS

6.1 Appointment of members

- a) Each Participant is to appoint one elected member of the Participant to be a member of the Western Australian Regional Capitals Alliance.
- b) A Participant may appoint a deputy from the Council of the Participant who are able to attend the Western Australian Regional Capitals Alliance meetings and who may act temporarily in place of the member of the Western Australian Regional Capitals Alliance appointed by the Participant.
- c) A Participant will demonstrate the following criteria to be eligible for membership to the Western Australian Regional Capitals Alliance:
 - i. Be recognised in the Defining Regional Capitals Report prepared by the University of Western Australia; or
 - ii. Be recognised by the State Government as being a primary regional centre; or
 - iii. Be the primary regional centre for governance, commerce and industry of a region as defined by the State Regional Development Commissions;

6.2 Tenure of members of the Western Australian Regional Capitals Alliance

- (1) A member of the Western Australian Regional Capitals Alliance shall be appointed and shall hold office until either:
 - a) The member ceases to be a member of the Council of the Participant or
 - b) The member is removed by the Participant

6.3 Election of chairman and deputy chairman

- (1) The members of the Western Australian Regional Capitals Alliance shall elect a chairman and a deputy chairman at the first meeting of Western Australian Regional Capitals Alliance following each local government election.
- (2) If the office of chairman or deputy chairman becomes vacant then the members of the Western Australian Regional Capitals Alliance shall elect a new chairman or deputy chairman, as the case requires.

6.4 Tenure of chairman and deputy chairman

The chairman and deputy chairman hold office until:

- a) no longer eligible to be a member; or
- b) the election of a new chairman and deputy chairman.

6.5 Role of chairman

The chairman:

- a) Presides at meetings of the Western Australian Regional Capitals Alliance;
- b) Carries out civic and ceremonial duties on behalf of Western Australian Regional Capitals Alliance;
- c) Speaks on behalf of Western Australian Regional Capitals Alliance;
- d) Performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and
- e) Liaises with the Secretariat of the Western Australian Regional Capitals Alliance regarding the affairs and the performance of its functions.

6.6 Role of deputy chairman

- (1) The deputy chairman performs the functions of the chairman, when authorised to do so, under this clause.
- (2) The deputy chairman may perform the functions of chairman if;
 - a) The office of chairman is vacant; or
 - b) The chairman is not available or is unable or unwilling to perform the functions of chairman,

6.7 Role of members of the Western Australian Regional Capitals Alliance

A member of the Western Australian Regional Capitals Alliance:

- a) Facilitates communication between the Participant and the Western Australian Regional Capitals Alliance;
- b) Participates in Western Australian Regional Capitals Alliance decision-making processes at meetings of the Western Australian Regional Capitals Alliance;

- c) Represents and undertakes actions on behalf of Western Australian Regional Capitals Alliance as authorised by the Western Australian Regional Capitals Alliance; and
- d) Performs such other functions as are given to the member by the Act or any other written law.

6.8 Role of Secretariat of the Western Australian Regional Capitals Alliance

The Participant Council whose member is elected as Chairman of WARCA is also to provide the Secretariat functions of WARCA.

The role of the secretariat is to:

- a) Advise the Participants in relation to functions of the Western Australian Regional Capitals Alliance;
- b) Ensure the advice and information is available to the Western Australian Regional Capitals Alliance so that informed decisions can be made;
- c) Cause the Western Australian Regional Capitals Alliance’s decisions to be implemented;
- d) Liaise with the Western Australian Regional Capitals Alliance’s Council Chairman on the affairs of the Western Australian Regional Capitals Alliance;
- e) Liaise with the Western Australian Regional Capitals Alliance Executive Officer;
- f) Ensure that records and documents of the Western Australian Regional Capitals Alliance are properly kept; and
- g) Perform any other function specified or delegated by the Western Australian Regional Capitals Alliance.

7. FINANCIAL MANAGEMENT AND CONTRIBUTIONS

7.1 Annual contributions

Each Participant shall make an annual contribution towards the amount necessary to meet the deficiency, if any, disclosed in the annual budget of the Western Australian Regional Capitals Alliance, which contribution shall be in the following proportions:

City of Albany	-	%
Shire of Broome	-	%
City of Bunbury	-	%
City of Greater Geraldton	-	%
City of Kalgoorlie-Boulder	-	%
City of Mandurah	-	%
Town of Port Hedland	-	%
City of Karratha	-	%

7.2 Capital contributions

Where the Western Australian Regional Capitals Alliance determines that the Participants will make any contribution (other than the annual contribution referred to in clause 6.1 or any capital contributions for a project under a project plan) including, without limitation, any contribution towards the acquisition of any asset of a capital nature, then the Participants will make those contributions in the same proportions as set out in clause 6.1. The contributions so determined shall be as disclosed in the budget of Western Australian Regional Capitals Alliance for each financial year.

7.3 Manner of payment

The contributions referred to in clauses 6.1 and 6.2 shall be paid by each Participant to Western Australian Regional Capitals Alliance in the manner determined by Western Australian Regional Capitals Alliance.

7.4 Late Payment

Unless otherwise agreed, if a Participant fails to pay to Western Australian Regional Capitals Alliance a sum of money owing under this clause on or before the due date for payment, that Participant must, in addition to the sum of money due and payable, pay to Western Australian Regional Capitals Alliance, interest at the overdraft rate charged by the host Council's bank on amounts of the same size as the unpaid sum, calculated from and including the due date of payment to but excluding the actual date of payment.

7.5 Financial Reporting and Management

Unless otherwise agreed, the responsibility for the financial management and reporting will be undertaken by the City of Greater Geraldton.

8. TERM AND TERMINATION

8.1 Winding up by Agreement

The Participants may, by agreement with a minimum of twelve (12) months' notice in writing, wind up the Western Australian Regional Capitals Alliance.

8.2 Extension of Agreement

The Participants may, by agreement, extend the term of the Western Australian Regional Capitals Alliance.

8.3 Term of Agreement

Unless otherwise wound up or extended, this Agreement will terminate on 30 June 2016.

8.4 Division of assets

If the Western Australian Regional Capitals Alliance is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Western Australian Regional Capitals Alliance then the property and assets shall be realised and the Proceeds along with any surplus funds shall be divided among each of the Participants in the same proportions as the contributions of a particular Participant to the assets of the Western Australian Regional Capitals Alliance bear to the total of such contributions by all Participants.

8.5 Division of liabilities

If the Western Australian Regional Capitals Alliance is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Western Australian Regional Capitals Alliance then the liability or debt is to be met by each of the Participants in the same proportions as the contributions of a particular Participant to the assets of the Western Australian Regional Capitals Alliance bear to the total of such contributions by all Participants.

Should liability be caused through the actions of a Participant in a negligent manner then the assessment of liability is to rest with that Participant together with any financial or civil liabilities of that Participant.

9. WITHDRAWAL OF A PARTICIPANT

9.1 Withdrawal

A Participant may at any time, advise the Western Australian Regional Capitals Alliance of their intent to withdraw from the Western Australian Regional Cities Alliance.

9.2 Withdrawal to be in writing and supported by Council resolution

Where a participant gives notice to withdraw it must do so subject to the provision of at least 6 months' notice and that the request to withdraw has been endorsed by a majority vote of the Participant Council.

9.3 When Withdrawal to Take Effect

Withdrawal will take effect as from 30 June next following the advice in writing from the Participant's Council.

9.4 Entitlement or Liability of Withdrawing Participant

As soon as practicable following withdrawal taking effect on 30 June the Western Australian Regional Capitals Alliance shall:

- (1) Distribute to the Participant an amount equal to the proceeds and any surplus funds which would have been payable if the Western Australian Regional Capitals Alliance was wound up; or
- (2) Be entitled to recover from the Participant an amount equal to the liability or debt which would be payable by the Participant if the Western Australian Regional Capitals Alliance was wound up, as the case may be.

9.5 Participants May be Required to Pay Distribution

If the Western Australian Regional Capitals Alliance is unable to meet the distribution referred to in clause 9.3(1) from funds on hand then, unless the Western Australian Regional Capitals Alliance 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 Western Australian Regional Capitals Alliance.

10. ADMITTING NEW MEMBERS OR MEMBERS LEAVING

- (1) Section 3.65 of the Local Government Act 1995 is to apply as a guiding principle.
- (2) Prospective new members may be admitted by a Majority decision of the Western Australian Regional Capitals Alliance and shall be required to contribute to the Western Australian Regional Capitals Alliance a sum determined by the Western Australian Regional Capitals Alliance that is described as "the entry sum" and in addition a sum equal to the current year's contribution schedule as described in clause 6.1 or such other sum agreed to by the Western Australian Regional Capital Alliance.
- (3) A member leaving the Western Australian Regional Capitals Alliance unless as a result of the winding up of the Western Australian Regional Capitals Alliance pursuant to Clause 8.5 is required to leave those funds invested with the Western Australian Regional Capitals Alliance and is entitled to receive prorate proceeds from any surplus derived from the investment.

11. BORROWINGS

The Western Australian Regional Capitals Alliance is not permitted to borrow funds.

12. DISPUTE RESOLUTION**12.1 Dispute**

In the event of any dispute or difference ('dispute') arising between the Participants and the Western Australian Regional Capitals Alliance 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 Participant or the Western Australian Regional Capitals Alliance may give to the other Participants and the Western Australian Regional Capitals Alliance (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 Participant or the Western Australian Regional Capitals Alliance of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

12.2 Arbitration

At the expiration of 25 business days from the date of sending the dispute notice, the Participant or the Western Australian Regional Capitals Alliance 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.

12.3 Legal Representation

For the purposes of the Commercial Arbitration Act 1985, the Participants consent to each other and to the Western Australian Regional Capitals Alliance being legally represented at any such arbitration.

13. INTERPRETATION

13.1 Interpretation

In this Memorandum of Understanding unless the context requires otherwise:

- a) Words importing the singular include the plural and vice versa;
- b) Words importing any gender include the other gender;
- c) References to persons include corporations and bodies politic;
- d) References to a person include the legal personal representatives, successors and assigns of that person;
- e) 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);
- f) 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;
- g) 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;
- h) An obligation of two or more parties shall bind them jointly and severally;
- i) If a word or phrase is defined cognate words and phrases have corresponding definitions;
- j) An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;

- k) Reference to any thing (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;
- l) References to this Memorandum of Understanding include its Schedules.

13.2 Headings and footnotes

Headings and footnotes shall be ignored in construing this Memorandum of Understanding.

13.3 Time

- a) References to time are to local time in Perth, Western Australia;
- b) Where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

14. AMENDMENT TO MEMORANDUM OF AGREEMENT

The Participants may amend this Memorandum of Understanding by a Special Majority decision.

SCHEDULE ONE

The Western Australian Regional Capitals Alliance is to initially prepare and subsequently review a Strategic and Financial Plan every two years to review this Schedule.

Alliance Purposes

1. Cooperation

To provide a strong and cohesive regional group that has the capacity to provide leadership and practical projects that will enhance the regional capitals within Western Australia

2. National Participation

To promote and participate in national forums which seek to enhance the role, stature and effectiveness of regional cities and regional capitals across Australia.

3. Resource Sharing

To promote inter-council cooperation and resource sharing opportunities where these add value and do not diminish the way individual councils provide services to their communities.

These opportunities can include but are not limited to the following;
Undertake joint and mutually beneficial projects; and

8. NEW MEMBERS UPDATE

Date of Report:	02 December 2016
Report Author:	Chief Executive Officer, City of Karratha
Disclosure of Interest:	Nil
Attachment(s)	Nil

Purpose

To update on discussions with potential new WARCA members.

Background

Given the research undertaken by UWA, WARCA elected to invite the following three (3) additional LGA's to become members of WARCA:

- City of Busselton
- Shire of Northam
- Shire of Esperance

Formal letters were sent from the Chair to the Mayor/Shire President of each LGA on the 29/9/16. In addition, follow up phone calls have been made with each organisation. To date the following feedback has been received:

- City of Busselton – *Advised they will take the matter to council for consideration*
- Shire of Northam – *Advised they will take the matter to council for consideration*
- Shire of Esperance – *Yet to advise direction they will take*

Link to Strategic Directions

Nil

Budget Implications

Additional members will bring some additional revenue to WARCA

Options

N/A

Conclusion

For information

Recommendation

That WARCA members note the current status of proposed new members.

9. APPOINTMENT OF CHAIRMAN AND DEPUTY CHAIRMAN FOR WARCA

Date of Report:	05 December 2016
Report Author:	Chief Executive Officer, City of Bunbury
Disclosure of Interest:	Nil
Attachments:	Nil

Purpose

Nominations are called for the following Western Australian Regional Capitals Alliance positions:

- Chairman
- Deputy Chairmain

Background:

Peter Long, Mayor of the City of Karratha previously held the position of Chairman for the Western Australian Regional Capitals Alliance and Shane van Styn, Mayor of the City of Greater Geraldton held the Deputy Chairman position during 2016.

Nominations are sought from interested members for these positions for the 2017 calendar year.

Section 6.3 and 6.4 of the draft Memorandum of Understanding notes:

6.3 Election of chairman and deputy chairman

- (1) The members of the Western Australian Regional Capitals Alliance shall elect a chairman and a deputy chairman at the first meeting of Western Australian Regional Capitals Alliance following each local government election.
- (2) If the office of chairman or deputy chairman becomes vacant then the members of the Western Australian Regional Capitals Alliance shall elect a new chairman or deputy chairman, as the case requires.

6.4 Tenure of chairman and deputy chairman

The chairman and deputy chairman hold office until:

- a) *no longer eligible to be a member; or*
- b) *the election of a new chairman and deputy chairman.*

It was discussed at the meeting of October 25th 2016 that an item would be prepared calling for nominations of a Chairman and Deputy Chairman.

Comment:

All members are welcome to nominate for these positions for the 2017 calendar year.

The Role of chairman as detailed in the MOU is:

- a) *Presides at meetings of the Western Australian Regional Capitals Alliance;*
- b) *Carries out civic and ceremonial duties on behalf of Western Australian Regional Capitals Alliance;*
- c) *Speaks on behalf of Western Australian Regional Capitals Alliance;*
- d) *Performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and*

- e) *Liaises with the Secretariat of the Western Australian Regional Capitals Alliance regarding the affairs and the performance of its functions.*

The Role of deputy chairman is:

- (1) *The deputy chairman performs the functions of the chairman, when authorised to do so, under this clause.*
- (2) *The deputy chairman may perform the functions of chairman if;*
- a) *The office of chairman is vacant; or*
 - b) *The chairman is not available or is unable or unwilling to perform the functions of chairman,*

It should also be noted that the Council from which the Chairman is elected will provide the administrative secretariat role.

There are two options available moving forward in relation to the matter a motion and alternative motion have been provided for consideration.

Policy Implications

Nil

Legislative Implications

Nil

Financial Implications

Nil

Recommendation:

That:

- 1. Mayor Peter Long and Mayor Shane van Styn be thanked for their contribution as Chairman and Deputy Chairman to date.**
- 2. _____ of the City/Shire/Town of _____ be elected to the position of Chairman for the Western Australian Regional Capitals Alliance.**
- 3. _____ of the City/Shire/Town of _____ be elected to the position of Deputy Chairman for the Western Australian Regional Capitals Alliance**

OR

Alternative Recommendation:

That Mayor Peter Long and Mayor Shane van Styn remain in the positions of Chairman and Deputy Chairman until after the 2017 Local Government elections in accordance with the draft MoU.

10. UWA CONTRACT CONCLUSION

Verbal update will be provided by Ken Diehm CEO City of Greater Geraldton.

11. ECONOMIC DEVELOPMENT – REGIONAL SPEAKERS

Verbal update will be provided by Andrew Sharpe CEO City of Albany

12. TREASURERS REPORT

Date of Report:	29 November
Report Author:	Chief Executive Officer, City of Greater Geraldton
Disclosure of Interest:	Nil
Attachment(s)	1. Balance Sheet – As of 25th November 2016 2. Profit & Loss Budget v Actual 1 July – 25 November 2016

Purpose

The following financial reports for the consideration of the Board:

1. Balance Sheet as at 25th November 2016
2. Budgeted Profit and Loss for the period ending 25th November 2016

The following notes are provided as an explanation to significant variances in the Budgeted Profit and Loss Statement:

1. Accountancy fees are underspent as the audit of the accounts has not yet taken place.
2. Meetings and Functions expenses are underspent due to these costs being incorporated into UWA's charges
3. RCA Memberships are underspent due to a reduction in membership subscriptions from \$8,000 to \$7,000.
4. UWA Media Relations, Secretariat and Web Development expenses are underspent due to the termination of their service.
5. UWA Research Contribution expenses have not yet been paid for 2016/17.

Recommendation

That the Board receive and note the Treasurer's Report for the period ending 25th November 2016 and accompanying financial statements.

BALANCE SHEET (As of 25 November 2016)

ASSETS	
Current Assets	
Chequing/Savings	
Cash at Bank	<u>351,532.71</u>
Total Chequing/Savings	<u>351,532.71</u>
Total Current Assets	<u>351,532.71</u>
TOTAL ASSETS	<u>351,532.71</u>
LIABILITIES	
Current Liabilities	
Other Current Liabilities	
Income in advance	60,309.00
Tax Payable	<u>40,544.34</u>
Total Other Current Liabilities	<u>100,853.34</u>
Total Current Liabilities	<u>100,853.34</u>
TOTAL LIABILITIES	<u>100,853.34</u>
NET ASSETS	<u>250,679.37</u>
EQUITY	
Opening Bal Equity	136,570.00
	-
Retained Earnings	134,023.94
Net Income	<u>248,133.31</u>
TOTAL EQUITY	<u>250,679.37</u>

	<u>Jul 1 - Nov 25, 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest received	0.00	100.00	-100.00	0.0%
Memberships 2016/2017	314,538.00	314,539.00	-1.00	100.0%
Total Income	<u>314,538.00</u>	<u>314,639.00</u>	<u>-101.00</u>	<u>99.97%</u>
Gross Profit	314,538.00	314,639.00	-101.00	99.97%
Expense				
Accountancy fees	0.00	2,000.00	-2,000.00	0.0%
Meetings & Functions	71.36	2,000.00	-1,928.64	3.57%
RCA Memberships 2016/2017	49,000.00	56,000.00	-7,000.00	87.5%
Travelling expenses	0.00	4,000.00	-4,000.00	0.0%
UWA - Media Relations	1,666.67	5,000.00	-3,333.33	33.33%
UWA - Secretariat	13,000.00	39,000.00	-26,000.00	33.33%
UWA - Website Development	2,666.66	8,000.00	-5,333.34	33.33%
UWA Research Contribution	0.00	198,639.00	-198,639.00	0.0%
Total Expense	<u>66,404.69</u>	<u>314,639.00</u>	<u>-248,234.31</u>	<u>21.11%</u>
Net Ordinary Income	<u>248,133.31</u>	<u>0.00</u>	<u>248,133.31</u>	<u>100.0%</u>
Net Income	<u>248,133.31</u>	<u>0.00</u>	<u>248,133.31</u>	<u>100.0%</u>

13. WARCA: 2017 MEETING DATES

Date of Report:	2 December 2016
Report Author:	Chief Executive Officer, City of Karratha
Disclosure of Interest:	Nil
Attachment(s)	Nil

Purpose

To set the dates and locations for WARCA meetings in 2017.

Background

During 2016 WARCA held five (5) meetings and one informal catch up on the following dates.

- 16 February – Perth
- 2 March - Perth
- 1 June – Perth
- 1 August - Perth
- 25 October – Albany (informal meeting)
- 9 December – Perth

In addition, the CEO's held both pre and post meeting teleconferences.

Assuming that WARCA continues to operate as per discussions in Albany, it is suggested that a similar meeting cycle be established in 2017. The following indicative dates and location have been listed for the purpose of stimulating discussion on potential timing and location/s for meetings:

Month	Comment	Location
February	Early Feb: Select EO and confirm agenda for 2017	Perth
April	Annual Meeting with Premier (post election)	Perth
June	Regional Meeting.	Karratha?
August	Coincide with WALGA Week?	Perth
November	Post LGA elections: Coincide with RCA event/activity.	Canberra

Link to Strategic Directions

The 2016 WARCA Strategic Directions document included the following Strategy under the heading of information Sharing:

At least one meeting per year to be held at a regional capital with a field visit to be arranged to a local organisation which showcases innovation.

Budget Implications

There are costs associated to member in attending WARCA. The indicative meeting schedule listed above attempts to tie WARCA dates in/around other activities so that members can get great value for money from attending.

Options

N/A

Conclusion

For information/discussion

Recommendation

That WARCA set the following meeting dates and locations for 2017:

Month	Comment	Location
February	Early Feb: Select EO and confirm agenda for 2017	Perth
April	Annual Meeting with Premier (post-election)	Perth
June	Regional Meeting.	Karratha
August	Coincide with WALGA Week	Perth
November	Coincide with RCA event/activity	Canberra

14. RCA UPDATE

Attachment provided with Agenda.

15. OTHER BUSINESS

- WARCA Website

16. CLOSURE & DATE OF NEXT MEETING

The meeting closed at _____.

The next meeting date will be advised following this meeting.