

# **MEMORANDUM OF UNDERSTANDING**

**PERON NATURALISTE PARTNERSHIP INCORPORATED**

("the **PNP**")

-and-

**THE CITIES OF BUNBURY, BUSSELTON, MANDURAH AND  
ROCKINGHAM AND THE SHIRES OF CAPEL, DARDANUP,  
HARVEY, MURRAY and WAROONA**

(collectively "**Member Local Governments**")

THIS MEMORANDUM OF UNDERSTANDING dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015  
is made between:

**PERON NATURALISTE PARTNERSHIP INCORPORATED** an Association incorporated under the *Associations Incorporations Act 1987* and having its registered office situated at the City of Mandurah Municipal Offices, 3 Peel Street, Mandurah in the State of Western Australia (“the **PNP**”) of the one part

AND

The **CITY OF BUNBURY**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 4 Stephen Street, Bunbury in the State of Western Australia (“**Bunbury**”) of the one part

AND

The **CITY OF BUSSELTON**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at Southern Drive, Busselton in the State of Western Australia (“**Busselton**”) of the one part

AND

The **SHIRE OF CAPEL**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at Forrest Road, Capel in the State of Western Australia (“**Capel**”) of the one part

AND

The **SHIRE OF DARDANUP**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 1 Council Drive, Eaton in the State of Western Australia (“**Dardanup**”) of the one part

AND

The **SHIRE OF HARVEY**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 102 Uduc Road, Harvey in the State of Western Australia (“**Harvey**”) of the one part

AND

The **CITY OF MANDURAH**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 3 Peel Street, Mandurah in the State of Western Australia (“**Mandurah**”) of the one part

AND

The **SHIRE OF MURRAY**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 1915 Pinjarra Road, Pinjarra in the State of Western Australia ("**Murray**") of the one part

AND

The **CITY OF ROCKINGHAM**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at Civic Boulevard, Rockingham in the State of Western Australia ("**Rockingham**") of the one part

AND

The **SHIRE OF WAROONA**, a local government constituted pursuant to the provisions of the *Local Government Act 1995* and having its Municipal offices situated at 52 Hesse Street, Waroona in the State of Western Australia ("**Waroona**") of the one part

("the **Member Local Governments**")

## **1. BACKGROUND**

**1.1** Bunbury, Busselton, Capel, Dardanup, Harvey, Mandurah, Murray, Rockingham and Waroona are a collective group of Local Governments located between Cape Peron and Cape Naturaliste in the southwest of Western Australia who recognise the current and future vulnerability of this region's coastal areas including estuarine environments due to climate change impacts.

**1.2** The Member Local Governments have agreed to work collaboratively to build a resilient regional community to reduce risks and optimise opportunities presented by climate change and climate variability.

**1.3** Member Local Governments are members of the PNP, an association formed to achieve those objectives.

## **2. PURPOSE**

This Memorandum of Understanding ("**MOU**") will provide, on a non-legally binding basis, an outline of the expectations of the parties, their respective roles and responsibilities and detail the governance and working arrangements to achieve the agreed objectives.

### **3. VISION AND OBJECTIVES**

The vision and objectives of the PNP and the Member Local Governments are as set out in Rule 3.1 and Rule 3.2 of the Constitution of the PNP.

### **4. OUTLINE OF GENERAL OPERATING APPROACH**

In order to pursue the objectives set out above, the parties will maintain a close working relationship in a transparent manner that recognises each party's statutory and operating requirements in a co-operative manner such that:

- The Member Local Governments will, subject to their statutory governance procedures, consider and from time to time accept nomination as the Host Local Government under Rule 5.3 of the Constitution of the PNP, acknowledging in good faith that the PNP requires a Host Local Government to operate and that fulfilment of the obligations of the Host Local Government in turn is accepted as an incident in the membership of the PNP by a Member Local Government.
- If nominated as the Host Local Government, each Member Local Government acknowledges and accepts its obligation to employ staff and provide accounting for the financial reports of the PNP, such that the PNP is able to operate during the term of that Member Local Government as the Host Local Government.
- Member Local Governments will appoint delegates as contemplated by Rule 6.0 of the Constitution of the PNP.
- Each Member Local Government accepts that if it is the Host Local Government, it must, with the assistance of the staff employed by it for the PNP, carry out the task referred to in Rule 12.0 of the Constitution of the PNP.
- If involved in a dispute in relation to the PNP, each Member Local Government undertakes to follow the dispute and mediation procedure set out in Rule 24.0 of the Constitution of the PNP.
- Each Member Local Government acknowledges the obligations of every Member Local Government to each other and to the PNP to meet any

financial commitments of the Member Local Government to the PNP, accepting that without such financial commitments being met, the PNP cannot operate successfully, to its prejudice and to the prejudice of the Member Local Governments.

**5. SCOPE OF ACTIVITIES**

Member Local Governments agree to consider and where possible assist the PNP in the carrying out of its vision and objectives.

**6. EXPENSES OF THE HOST LOCAL GOVERNMENT**

(a) The Host Local Government is expected to employ two staff personnel, each to the extent of 0.5 FTE, in order to transact the business of the PNP, although it may provide additional services if it sees fit. In relation to those personnel, the following applies:

(i) The salary payable to the personnel will be in accordance with the Host Local Government's Enterprise Bargaining Agreement. Workers compensation premium and other overheads such as superannuation payments will be applicable to those personnel.

(ii) Changes in the staff personnel employed by the Host Local Government for the purposes of the PNP may occur from time to time, including termination of employment, staff leaving for alternative employment, taking leave or long service leave or long term illness.

(iii) The Host Local Government may terminate the employment of those staff personnel for misconduct without requiring the approval of the PNP. Those personnel, as employees of the Host Local Government are bound by the Host Local Government's Code of Conduct as well as all other relevant legislation.

(b) In respect of the expenses occasioned by the provision of such staff and any other expenses which the Host Local Government may incur,

including staff salaries, administrative expenditure, project expenditure and travel, the PNP shall appoint the Host Local Government to manage and distribute the funds on its behalf.

- (c) The Host Local Government shall incur the expenses associated with accommodation and office costs of staff personnel such as payroll, desktop computer(s) and telephone(s).
- (d) In the event of the PNP being dissolved, any unpaid expenses, including any redundancy payments, shall be borne by all Member Local Governments and each Member Local Government shall be obliged to contribute its share of those unpaid expenses to the Host Local Government.

#### **7. AMENDMENT AND REVIEW**

- (a) The parties will monitor the arrangements applying to this MOU on an ongoing basis and may through the exchange of letters between the respective Chief Executive Officers and approval by the PNP, modify the MOU.
- (b) Notwithstanding the provisions of 7(a) above, the parties will formally review the MOU within two years from the date of the document to ascertain whether the terms of this MOU are still relevant or necessary.

#### **8. PARTNERSHIP AND MOU NOT EXCLUSIVE**

- (a) Nothing in this MOU prevents any party from establishing relationships with other groups or entities to progress additional priorities or related areas of interest or from taking its own prescriptive actions to address the long term effects of climate change.
- (b) Under circumstances where it could be reasonably expected, parties establishing such relationships with other groups or entities shall keep the PNP informed of such action.

**9. NOT LEGALLY BINDING**

The terms of this document are not legally binding on each or all of the parties and no legal partnership, joint venture or any legal privity is intended or implied.

No party will represent to any third/outside party that it has authority to bind the other parties to the PNP.

**10. DISCONTINUANCE**

Any party seeking to withdraw from the PNP is to provide not less than 21 days notice in writing of its intention to withdraw from the PNP and will use reasonable endeavours to ensure that its withdrawal does not impact on the viability or continued objectives of the PNP.

**EXECUTED** by the parties as set out below.

SIGNED for and on behalf of )  
the PNP )

SIGNED for and on behalf of )  
the City of Bunbury )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of )  
the City of Busselton )

SIGNED for and on behalf of )  
the Shire of Capel )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of )  
the Shire of Dardanup )

SIGNED for and on behalf of )  
the Shire of Harvey )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of )  
the City of Mandurah )

SIGNED for and on behalf of )  
the Shire of Murray )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of )  
the City of Rockingham )

SIGNED for and on behalf of )  
the Shire of Waroona )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_