

ATTACHMENT TO AGENDA ITEM

Ordinary Meeting

16 May 2017

Agenda Item 9.1	Goulburn Broken Greenhouse Alliance Memorandum of Understanding
Attachment 1	Goulburn Broken Greenhouse Alliance - Memorandum of Understanding 2017-2021 197

**Memorandum of Understanding
Goulburn Broken Greenhouse Alliance**



MEMORANDUM OF UNDERSTANDING dated the day of...../..... 2017

BETWEEN

Greater Shepparton City Council of 90 Welsford Street, Shepparton, 3630 ("GSCC")

and

Goulburn Broken Greenhouse Alliance of 90 Welsford Street, Shepparton, 3630 ("Alliance")

being the parties to this Memorandum of Understanding (MoU).

1. Introduction

The Goulburn Broken Greenhouse Alliance (the Alliance) was established in 2007 to promote regional action on climate change. Members are currently drawn from the Goulburn Broken Catchment Management Authority, North East Catchment Management Authority, Hume Region of Department of Environmental Land Water and Planning and the eleven municipalities of Greater Shepparton City Council, Moira Shire Council, Benalla Rural City Council, Strathbogie Shire Council, Mitchell Shire Council, Mansfield Shire Council, Murrindindi Shire Council, Campaspe Shire Council, Indigo Shire Council, Rural City of Wangaratta and City of Wodonga. The Alliance has a skills based committee of management, the Alliance Committee, which acts on behalf of the Alliance.

The Greater Shepparton City Council (GSCC) as a member of the Alliance and has agreed to auspice the Alliance. The GSCC will hold the Alliance's funds and apply those funds in accordance with directions received from the Alliance Committee. The GSCC will also employ an Executive Officer and project officers (as required) on the Alliance's behalf and provide various in-kind contributions to the Alliance's operations.

The Alliance's mission is to raise awareness and capacity of the region to mitigate and adapt to climate change.

Purpose

The purpose of this MoU is to provide a framework for cooperation between the parties in the planning, development and delivery of projects as agreed by the members involved in the Alliance.

Specifically, this MoU has been prepared to establish:

- Members' funding commitment to the Alliance; and
- The roles and responsibilities of members.

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2. Key Principles

The key principles of the MoU are as follows:

- The members will work collaboratively to achieve the agreed outcomes;
- The members will monitor the success or otherwise of initiatives entered into as a result of the MoU; and
- The members will work collaboratively to solve problems as they arise.

3. Member Contribution

All Alliance members provide funding to maintain the Alliance's operational functions, as undertaken by the Alliance Executive Officer. The GSCC will receive these funds on behalf of all GBGA members, and allocate the funds to the agreed activities of the Alliance.

Member contributions have been agreed at \$0.40 per head of population in FY 2017-18 (with the exception of non-council members each having an individual arrangement). Future contributions will be annually indexed in line with rate capping, as determined by the Victorian Government.

Greater Shepparton City Council annual member contribution

Year	Contribution Amount
2017/2018	\$25,346
2018/2019	FY2017/2018 + rates capping indexation
2019/2020	FY2018/2019 + rates capping indexation
2020/2021	FY2019/2020 + rates capping indexation

5. GSCC Obligations

GSCC will act as the auspicing member of the Alliance and will:

- a) receive Alliance funds (consisting of member contributions, grants and funds from other sources) and hold Alliance funds in a bank account;
- b) allocate Alliance funds in accordance with the projects approved by the Alliance Committee;
- c) employ the Alliance Executive Officer and Project Officers as required and manage all Human Resource requirements including payroll;
- d) provide the relevant insurances to cover the activities of the Alliance staff;
- e) pay the Alliance Executive Officer and Project Officers using Alliance funds; and

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- f) provide support to the Executive Officer in the resolution of organisational disputes and issues and they may arise.

6. Alliance Committee Obligations

The parties authorise the Alliance Committee to:

- a) Appoint and manage the Executive Officer of the Alliance in collaboration with Greater Shepparton City Council;
- b) Appoint Project Officers as required in collaboration with Greater Shepparton City Council;
- c) Endorse the Annual Report;
- d) Endorse the Annual Business Plan including detailed Budget;
- e) Endorse the rolling four year Strategic Plan for Alliance member endorsement;
- f) Ensure the Alliance is complying with its legal and financial obligations;
- g) Ensure the Alliance is adequately resourced to meet its obligations;
- h) Appoint and operate Working Groups;
- i) Monitor Alliance performance against the Annual Business Plan including Budget;
- j) Ensure the Alliance is financially solvent at all times;
- k) Seek any information it requires from:
 - Any employee;
 - Internal and external audit; or
 - External parties; and
- l) Obtain outside legal, financial or other professional advice to assist in undertaking its oversight responsibilities.

7. Common Obligations

All members undertake to cooperate with each other in carrying out the work of the Alliance and to use their best endeavors to ensure that work is carried out.

Each of the members agrees to nominate a representative, substitute representative and councillor representative for the Alliance.

The Rules for the operation of the Alliance are attached as Appendix 1.

8. Operational Arrangements

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The operation and conduct of the Alliance Executive Officer and other Alliance staff will be in accordance with the policies of GSCC as amended from time to time.

9. Conduct of Members

Members acknowledge that they have a mutual interest in the successful planning, development and delivery of Alliance projects.

All members agree to be bound by the Alliance Rules of Operation and agree to conduct themselves both according to and in the spirit of those rules.

10. Sharing of Information

Members will, where reasonably possible, share information relevant to the Alliance with each other. In the normal course of events, the members will work on the assumption that information should be freely exchanged.

11. Confidentiality

Members must keep confidential and not allow, make or cause any disclosure of, or in relation to confidential information to which they have access as members of the Alliance, without the prior written consent of the party which owns the rights to the confidential information. Such consent may be given or withheld, or given with directions, at the owning party's sole discretion.

12. Concern Arising from Action or Inaction of the GBGA Executive Officer

Where there is a concern as a result of action or inaction of the Alliance Executive Officer, notice will be provided to the Alliance Committee.

13. Dispute Resolution

Members agree to resolve disputes quickly to minimise any delay to the work of the Alliance. If any dispute arises between members and cannot be resolved they will be referred to the Alliance Committee. If the dispute is not adequately addressed at the Alliance Committee the matter may be referred to an Extra-ordinary General Meeting of the Alliance and or the Auspicing organisation.

14. Termination of MoU

A member may with the consent of the Alliance resign from the Alliance, provided at least 12 months notice of intention (setting out the reasons) has been given to the Alliance Committee and the date of effect such resignation coincides with the end of financial year.

15. Indemnity

The member agrees to indemnify and to keep indemnified the GSCC and the Alliance, their servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the member's performance or purported performance of its obligations under this MoU, and which is directly related to the negligent acts, errors or omissions of the members.

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The member's liability to indemnify:

- a) GSCC, its servants and agents shall be reduced proportionately to the extent that any act or omission of GSCC, its servants or agents, contributed to the loss or liability; and
- b) the Alliance, its servants and agents shall be reduced proportionately to the extent that any act or omission of the Alliance, its servants or agents, contributed to the loss or liability.

16. Representatives of Members

Members shall each nominate a representative and a substitute representative who are responsible for any consultation and monitoring required under this MoU and to whom all notices and communications are to be sent. These representatives are:

Alliance Representative

Alliance Substitute Representative

Alliance Councillor Representative

17. Review of this MoU

This MoU will be reviewed at regular intervals and following a number of triggering events which may include:

- The expiry of this MoU, in which case the review will occur at six months prior to this expiry; and
- Members have decided and advised not to continue with the Alliance.

18. Expiry of MoU

The MoU will expire on 30 June 2021.

19. Associated documents

Appendix 1 – Rules for the Operation of the Alliance

EXECUTED as an agreement.

SIGNED by for and on behalf of **Greater Shepparton City Council**,

.....
Authorised signatory

under an instrument of delegation dated...../...../.....
In the presence of:

.....
Witness

.....
Name of witness (PRINT)

SIGNED by.....,chair Alliance Committee on behalf of **Goulburn Broken Greenhouse Alliance**,

.....
Authorised signatory

.....
Witness

.....
Name of witness (PRINT)

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