

# MEMORANDUM OF UNDERSTANDING

1<sup>st</sup> July 2012 to 30<sup>th</sup> June 2016



# MEMORANDUM OF UNDERSTANDING

between

**G21 GEELONG REGION ALLIANCE LTD (“G21”)**  
of 199 Moorabool Street, Geelong

and

**MEMBER MUNICIPALITIES**  
comprising:

|                                   |                                  |
|-----------------------------------|----------------------------------|
| COLAC OTWAY SHIRE .....           | 2 Rae Street, Colac              |
| GREATER GEELONG CITY COUNCIL..... | 30 Gheringhap Street, Geelong    |
| GOLDEN PLAINS SHIRE .....         | 2 Pope Street, Bannockburn       |
| SURF COAST SHIRE.....             | 25 Grossmans Road, Torquay       |
| BOROUGH OF QUEENSCLIFFE .....     | 50 Learmonth Street, Queenscliff |

(Collectively called “the G21 Councils” or “Member Councils” with the combined municipal districts referred to as “the G21 Region” or “the Region”)

## 1. RECITALS

- 1.1. The objective of this Memorandum of Understanding (MoU) is to articulate the arrangements and expectations between G21 and Member Councils as funding partners for the core operation of the G21.
- 1.2. G21 is a Company Ltd formed with the purpose of fostering and undertaking actions that support sustainable growth and development of the Region within the municipal districts of Member Councils (the Region).
- 1.3. The core role of G21 is to build on the existing social, economic and environmental capacity of the Region with regard being given to the G21 Values and Principles (refer to G21 Constitution).
- 1.4. G21 provides the forum and mechanisms for regional issues or opportunities to be identified and solutions or projects implemented.
- 1.5. The MoU is for a four-year period from 1<sup>st</sup> July 2012 to 30<sup>th</sup> June 2016.
- 1.6. G21 will not expand the number of Member Councils unless agreement is obtained from current Member Councils.
- 1.7. The success of G21 pivots on the participation and good will of people and organisations across the Region.

## **2. GENERALLY APPLIED CRITERIA FOR G21 ACTIVITY**

- 2.1. G21 applies a policy of: “subsidiarity where functions which subordinate or local organisations perform effectively belong more properly to them than to a central organisation such as G21.”
- 2.2. The generally applied criteria for issues or projects to be considered by G21 include assessment as to whether the impact, involvement and benefits are:
  - Regional
  - Multi-agency
  - Triple Bottom Line with overall long term and community benefit

And generally demonstrate:

- Support by a Leader, Lead Agency or Project Champion
- A general need for a cooperative effort to be successful
- Likelihood of happening

***The parties as signatories to this document understand and record the following:***

## **3. RESOURCING**

- 3.1. The Member Councils are committed to support G21 via an annual subscription.
- 3.2. Councils are encouraged to participate in activities that further the objectives of G21.
- 3.3. G21 will work closely with Member Councils’ committees, advisory boards, task groups and relevant Council officers to further G21 objectives.
- 3.4. Financial contributions to support the core operation of G21 shall be based on the regional population formula included in Table 1. This formula will remain in place for the four year period of the agreement.
- 3.5. Any proposed variation to the four year contributions listed on Table 1 will be raised by the G21 Board with Member Councils at the Annual Review.
- 3.6. Funding received from Member Councils will be used for the core operation of G21 which includes the staff, on-costs, overheads and out goings required to achieve G21 objectives.
- 3.7. Additional and supplementary funding for the core operation of G21 may be obtained from Federal and State Government sources and will be advised through regular reporting to Councils and Members.
- 3.8. It is recognised that the development and updating of the regional strategic plan will occur through a planning process conducted at a frequency to be determined by the Board. Additional resources will be required to support planning, research, consultation and participation processes.
- 3.9. Additional financial contributions for specific G21 projects (ie. non-core) may be sought from Member Council’s from time to time and will be subject to separate business cases and funding submissions through normal Council approval processes.
- 3.10. It is recognised that the majority of G21 projects require partnerships and funding by a range of stakeholders from various levels of government, business and community agencies and other statutory authorities.

|               |                         |             | CONTRIBUTION <sup>2</sup> |                  |                  |                  |
|---------------|-------------------------|-------------|---------------------------|------------------|------------------|------------------|
| Contributor   | Population <sup>1</sup> | % Region    | 2012/13                   | 2013/14          | 2014/15          | 2015/16          |
| Colac Otway   | 22,097                  | 7.61        | \$41,000                  | \$42,000         | \$44,000         | \$46,000         |
| Geelong       | 220,068                 | 75.81       | \$403,000                 | \$419,000        | \$436,000        | \$453,000        |
| Golden Plains | 18,625                  | 6.42        | \$34,000                  | \$35,500         | \$36,000         | \$38,000         |
| Surf Coast    | 26,173                  | 9.02        | \$48,000                  | \$50,000         | \$52,000         | \$54,000         |
| Queenscliffe  | 3,314                   | 1.14        | \$6,000                   | \$6,500          | \$7,000          | \$7,000          |
| <b>TOTAL</b>  | <b>290,277</b>          | <b>100%</b> | <b>\$532,000</b>          | <b>\$553,000</b> | <b>\$575,000</b> | <b>\$598,000</b> |

<sup>1</sup>Source: 2010 Census data, Place of Usual Residence

<sup>2</sup>Adjusted to nearest \$500

#### 4. ACCOUNTABILITY AND COMMUNICATION

- 4.1. G21 is accountable for operating under a Company Constitution.
- 4.2. Councils are encouraged to participate in activities that further the objectives of G21.
- 4.3. G21 will make available regional statistics, performance and forecast information of strategic use and interest. Conversely, Council's assistance in making available the same information to G21 will add value to all strategic direction processes.
- 4.4. By 31 July each year, G21 will prepare and adopt a Business Plan that details operational initiatives and targets established to evaluate performance.
- 4.5. G21 will present progress reports twice per annum to Member Councils that include performance outcomes against targets in the G21 Business Plan.
- 4.6. The G21 CEO will consult with Member Council CEOs prior to establishing annual contributions to allow for budget considerations. This will occur by March 31<sup>st</sup> annually or as agreed with individual Councils.
- 4.7. Councils recognise the independent role, structure, mission and expertise of G21 and understand the function also includes being an independent voice and advocate for regional direction in local and national media.
- 4.8. On request, G21 will be available to any Council meeting or meeting within the municipality to discuss issues, progress or any items pertinent to G21 as raised by the Council.
- 4.9. In addition to Board meetings, G21 will communicate with Councils and members on a regular basis using a range of media.

## **5. SPECIFIC ARRANGEMENTS**

### **5.1. Director Nomination:**

- 5.1.1. Each Member Council shall nominate one Director to the G21 Board as described in the G21 Constitution. Each Member Council will also be represented by their CEO as a Director on the G21 Board.

### **5.2. Pillar Groups:**

- 5.2.1. Participation and consultation processes underpin G21 with the “Pillar Group” approach (or similar) seen as key to achieving the objectives of G21.
- 5.2.2. Any proposed major variations to the Pillar Group structure (other than normal continuous process improvement, pillar forming, cessation and review) shall be advised and agreed with Members prior to any changes being implemented.
- 5.2.3. Councils are encouraged to have a minimum of one person allocated to each G21 Pillar Group to provide active input, represent the interests of Council, and act as a conduit for communication and integration with council activities.
- 5.2.4. The role of the Board is to oversee the operation of G21, ensure it remains viable and accountable to its members in achieving the objectives, roles and responsibilities included in the Constitution. The Objectives of G21 will be achieved through participatory processes as depicted in the G21 Operating Framework.

### **5.3. Innovative Staffing Options:**

- 5.3.1. Councils are encouraged to directly support G21 through initiatives such as officer placements or secondments. These arrangements may be made directly between the G21 CEO and Council CEO.

### **5.4. Demonstrate Regional Benefits:**

- 5.4.1. G21 related activities must demonstrate regional benefits.

### **5.5. Integration of Strategic Direction Processes:**

- 5.5.1. The parties acknowledge that G21 success rests largely with Councils recognising G21 as an independent but integral part of their own strategic direction and community building processes.
- 5.5.2. Every effort will be made by all parties to annually integrate strategic direction processes and timetables to maximise value adding and minimise potential duplication. Examples include the conduct of community and specific consultation, research, performance indicators, demographics or information gathering processes.
- 5.5.3. Projects will be identified from time to time that involves some or all Councils. Council officers and the G21 CEO are responsible for working cooperatively to ensure funding submissions meet the requirements of individual Councils.

## **5.6. Communication is a Joint Responsibility:**

- 5.6.1. A two way communication and feedback loop is essential for an initiative of the type and size of G21. All parties accept their responsibilities in seeking out and supporting communication and feedback processes.
- 5.6.2. G21 shall convene a working group to include each Member Council , which will coordinate any joint communications and marketing.

## **6. GENERAL**

- 6.1. G21 is accountable for operating to the Company Constitution, Board Charter, Business Plan and arrangements contained in this MoU.
- 6.2. Should a Member Council have concerns with the performance or lack of performance of G21 then discussion should be initiated to address the concerns.
- 6.3. Should a Council wish to withdraw its membership of G21 then written notice must be given twelve months in advance of ceasing membership. Such notice will allow appropriate modifications to the Business Plan and budget process.
- 6.4. If any dispute or difference arises between the parties in carrying out the principles of this Memorandum of Understanding that cannot be resolved, then the parties will seek an agreed independent mediator to resolve the difference.
- 6.5. The terms of this Memorandum of Understanding can only be modified by the agreement of all parties.

**DATED this .....day of .....2012**

SIGNED on behalf of the )  
**G21 GEELONG REGION ALLIANCE** )  
by its duly authorised representative: )

.....  
Witness

SIGNED on behalf of the )  
**CITY OF GREATER GEELONG COUNCIL** )  
by its duly authorised representative: )

.....  
Witness

SIGNED on behalf of the )  
**BOROUGH OF QUEENSCLIFFE** )  
by its duly authorised representative: )

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