



MEMORANDUM OF UNDERSTANDING

BETWEEN

**CITY OF ARMADALE, CITY OF GOSNELLS
AND SHIRE OF SERPENTINE JARRAHDALE**

FOR

**the management and conduct of the
South East Regional Energy Group**

AND

the Switch Your Thinking program

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MEMORANDUM OF UNDERSTANDING

- BETWEEN** City of Armadale of 7 Orchard Avenue, Armadale,
Western Australia
- AND** City of Gosnells of 2120 Albany Highway, Gosnells,
Western Australia
- AND** Shire of Serpentine Jarrahdale of 6 Paterson Street,
Mundijong, Western Australia

1 RECITALS

- (A) The City of Armadale, the City of Gosnells and the Shire of Serpentine Jarrahdale (the Parties) have agreed to enter into this Memorandum of Understanding (MoU) to record the terms, conditions and agreements between the Parties as they apply to the operations of the cooperative forum known as the South East Regional Energy Group, and the management and conduct of the Switch Your Thinking program.
- (B) This document is a Memorandum of Understanding and is not intended to create binding or legal obligations on any Party to the Memorandum.

2 DEFINITIONS AND INTERPRETATION

SEREG: refers to the South East Regional Energy Group

Partner local governments: Refers to the City of Armadale, the City of Gosnells and the Shire of Serpentine Jarrahdale

SYT: refers to the Switch Your Thinking program

3 INTRODUCTION

In 1999, the City of Armadale, the City of Gosnells and the Shire of Serpentine Jarrahdale resolved to work together as the SEREG to reduce corporate and community greenhouse emissions in their organisations and municipalities.

The SEREG is a committee comprised of a Councillor delegate and senior officer (and SYT line manager) from each Partner local government. Each Partner local government also provides a deputy Councillor delegate. The SEREG is serviced by a minimum of three FTE salaried staff - the SYT Program Coordinator and two SYT Program Officers. The SEREG's primary function is to guide the development and implementation of the Switch Your Thinking program to the satisfaction and mutual benefit of the Partner local governments.

The SEREG developed the Switch Your Thinking program in 2002 as a marketing tool to provide a consistent and recognisable brand under which to deliver innovative greenhouse emissions reduction and resource conservation projects to the community.

Since then, the scope of the Switch Your Thinking program has expanded, with the endorsement of the Partner local governments, to other Western Australian communities through the provision of sustainability-aligned education services to other local governments via a subscription model .

The SEREG prepares, on a five yearly basis, a Business Plan for the consideration of the Partner local governments. The Switch Your Thinking Business Plan provides program direction and a budget framework.

The SEREG is not a "Committee of Council" to any of the Partner local governments, and has no formal standing. It operates under an endorsed Terms of Reference to implement actions identified in the Switch Your Thinking Business Plan.

The SEREG committee meets quarterly and advises Partner local governments as necessary in matters of SEREG management and conduct, Switch Your Thinking program development and implementation, budget management, Switch Your Thinking program staff and other relevant matters that may arise.

4 PURPOSE

The purpose of this Memorandum of Understanding is to formalise the partnership between the City of Armadale, the City of Gosnells and the Shire of Serpentine Jarrahdale, and to clearly identify the roles and responsibilities of each of the Partner local government in relation to the:

- Management and conduct of the SEREG
- Development and implementation of the Switch Your Thinking program
- Development and administration of the Switch Your Thinking program budget
- Administration of Switch Your Thinking program staff and related matters

5 COMMON ROLES AND RESPONSIBILITIES

Each partner LOCAL GOVERNMENT will:

a. South East Regional Energy Group membership:

Provide a Councillor delegate, a deputy Councillor delegate and a relevant senior staff member (line manager) to make up the membership of the SEREG. Councillor delegates and deputies will be appointed by each Partner local government following local government elections.

As per the SEREG's Terms of Reference, the Councillor delegates will exercise voting rights at the quarterly SEREG meetings and may be called upon to Chair the Group.

Switch Your Thinking's line managers from each Partner local government will advise the SEREG and their respective Councillor delegates, and will not exercise voting rights.

b. Financial Support

Within its budget processes, provide financial support to the Switch Your Thinking program as outlined in the budget schedule in the endorsed Switch Your Thinking Business Plan.

Partner Council contributions are formulated as follows:

1. The salaries and on-costs for three FTE staff (\$408,248.00), SYT vehicle costs (\$10,241.85) and a modest implementation budget (\$20,000.00) have been combined resulting in Year 1 program costs of \$438,489.85 + GST. Thereafter, year-on-year SYT salaries and on-costs have been determined through the use of salary estimates and an on-cost calculator provided by the City of Gosnells. Vehicle costs have been advised by the City of Gosnells fleet management department, and program implementation costs have been determined through the identification of expenses that would continue to be necessary if the SYT program was confined to servicing the three SEREG LGs only.
2. The program costs for each Partner local government has then been determined by percentage of time to be allocated to each LG for corporate and community activities, that being the 40% for City of Armadale, 40% for the City of Gosnells and 20% for the Shire of Serpentine Jarrahdale.

External revenue sources (Subscribing local governments and the WA Government) provide additional funding for Switch Your Thinking's implementation budget.

Unless otherwise indicated by the SEREG, carry forward funds will be reserved for SEREG local governments to enable them to commission unbudgeted feasibility studies and to develop business cases. Any carry forward funds made available for this purpose will be distributed as per the Partner LG contributions agreement, that is the City of Armadale and the City of Gosnells will each be allocated 40%, and the Shire of Serpentine Jarrahdale will be allocated 20% of the available funds. Each Partner local government is able to utilise their portion of funds at any time during the Business Cycle until their portion of the funding is exhausted.

c. Meeting venues

Make available to the SEREG, at no cost, venues for meetings and community-based events.

d. Workstations

Partner LGs are to provide for each Switch Your Thinking staff member a workstation, desktop computer or laptop, internet connection, IT support and access to the organisation's network and records management system at the Partner LG's administration offices or where the Partner LG's designated SYT line manager is stationed. Workstations may be shared with other staff, through an agreed roster system, and will be in close proximity to the organisation's SEREG staff delegate. Storage space for records and minor equipment will also to be provided at each workstation.

(Note: 6(b) below, addresses additional workstation provisions at the City of Gosnells)

e. Financial administration

Maintain accurate records and provide the SEREG with assistance to meet grant reporting requirements as necessary.

(Note: 6(c) below, addressing additional financial administration support provided by the City of Gosnells)

f. In-kind support - Records

On the understanding that "in-kind" support from Partner local governments may be proposed as a contribution to grant applications and thereafter a reporting aspect of grant acquittals, Partner local governments will maintain records of "in-kind" support provided to the SEREG and the Switch Your Thinking program.

g. Materials and equipment storage

Make available, as reasonably required, space for the storage of Switch Your Thinking program materials and equipment. This may include, as required, the:

- Storage of promotional and display items prior to their distribution and use

h. Administration support

Provide general administrative and secretarial support as required, where practical.

i. Communications and marketing support

Partner local governments' communications and marketing teams to assist Switch Your Thinking in promoting Program activities, events and messaging through their respective communications and marketing platforms.

6 UNIQUE ROLES AND RESPONSIBILITIES

The City of Gosnells will:

a. Human resource management

On behalf of the three Partner local governments, act as the employer of the Switch Your Thinking program staff. The Terms and Conditions relating to employment matters will be governed by the current City of Gosnells Collective Agreement and any subsequent such agreement or equivalent.

Undertake recruitment activities, as required, to fill Switch Your Thinking program staff vacancies, and manage Switch Your Thinking staff in a manner consistent with the City of Gosnells Human Resources Manual and processes. SEREG may be required to provide assistance and advice regarding the recruitment and management of Switch Your Thinking staff.

Arrange Superannuation and Workers Compensation payments with costs being charged to the Switch Your Thinking budget.

b. Workspace

In addition to commitments provided at 5(d) above, provide Switch Your Thinking with work desks exclusively for the use by SYT personnel and adequate space to store equipment, printed education materials and other collateral.

c. Financial administration

In addition to commitments provided at 5(e) above, manage the Switch Your Thinking budget on behalf of the Partner local governments, including:

- The receipt and administration of external funds, including but not limited to income from Partner local government contributions, Intellectual Property Licence fees, corporate sponsorship fees and grants
- Payment of all authorised expenditure
- Assistance with audit and financial reporting obligations
- Coordination and payment of public liability, property, contents and other insurance
- The provision of monthly financial reports
- Establishing a means to facilitate recording and reporting of interest earned on discrete and significant financial grants, where the reporting of such income is required for grant acquittal purposes

NB: The City of Gosnells has advised that there is no practical way for interest earned on general Switch Your Thinking program funds held in the City's bank account to be identified and recovered to the benefit of the program. It is advised by the City of Gosnells and acknowledged by the Partner local governments that this forgone income is more than offset by the cost of financial administrative services provided nominally by the City as an in-kind contribution to the program.

d. Vehicle

Provide, in accordance with the City's Fleet Management Policy 2.2.6 and its Fleet Management (Vehicle Allocation and Vehicle Use Status) Corporate Procedure H.040, a vehicle for the program's use. Operating, insurance, maintenance, depreciation and FBT costs of the vehicle are charged to the Switch Your Thinking budget. The City of Gosnells will notify the SEREG if these actual costs significantly differ from annual budget projections.

7 AGREEMENT PERIOD

This Memorandum of Understanding will remain in force for a period of five years expiring 30 June 2030. The term of this agreement is synchronous with the term of the Switch Your Thinking Business Plan.

The term of this agreement may be extended by the mutual agreement of the Partner local governments in writing.

8 CONFIDENTIALITY

The Parties agree to confidentiality and will not disclose, communicate or divulge to anyone confidential information received through, or for the purposes of, this MOU unless expressly required by law.

9 DISPUTE RESOLUTION

The Partner local governments will attempt to settle all disputes arising from the execution of, or in connection with, this Agreement through friendly consultation between the Parties. Failing agreement, arbitrators may be appointed by each party involved in the dispute, in accordance with the provision of the Commercial Arbitration Act (WA) 2012. Any Party may, if it so desires, be represented by a qualified legal practitioner or other representative.

10 VARIATIONS

The Partner local governments may agree to vary this Memorandum of Understanding at any time by an exchange of letters.

11 TERMINATION

This agreement may be terminated at any time by:

- Mutual agreement of all Partner local governments in writing at any time; or
- Any Partner local government by giving three months' notice in writing to the other Partner local governments.

12 SIGNATORIES

SIGNED ON BEHALF OF THE PARTIES

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|---|-------------|
| Joanne Abbiss Chief Executive Officer City of Armadale | Date |
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| Paul Martin Chief Executive Officer Shire of Serpentine Jarrahdale | Date |
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| Ian Cowie Chief Executive Officer City of Gosnells | Date |
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