

South East Avon Voluntary Regional Organisation of Councils (SEAVROC)

NOTICE PAPER

**Executive Committee Meeting
Meeting Room 11
Perth Convention and
Exhibition Centre**

**Thursday, 7 August 2014
at 1.15 pm**



SOUTH EAST AVON VOLUNTARY REGIONAL ORGANISATION OF COUNCILS

NOTICE PAPER

EXECUTIVE COMMITTEE MEETING

MEETING ROOM 11, PERTH CONVENTION AND EXHIBITION CENTRE
1.15PM THURSDAY, 7 AUGUST 2014

The “Preparation of Agendas and Minutes – a Guide for Western Australian Local Governments”, sets the order of business that meets the legislative requirements of the Local Government Act 1995, as well as best practice, and accordingly, the order of business set for this Agenda follows the guide.

Election of Chairperson

Ex Councillor Graham Cooper on 19 September 2013 tendered his resignation of the South East Avon Voluntary Regional Organisation of Councils (SEAVROC) to be effective from 5.00 pm on the 18th October 2013.

Item 4.5 of the Minutes of the South East Avon Voluntary Regional Organisation of Councils, held on Wednesday, 6 August 2008, states:

“4.5 Chairperson

Motion: That the Member Councils vote on the following:

1. That a Chairperson be elected for a twelve month period: and
2. That if the elected person is unavailable, then the host Council provide the Chairperson for that meeting.”

The Memorandum of Understanding between the Member Local Governments of SEAVROC, states:

“Chairperson – There will be a rotation of Chairperson who will be an Elected Member of the Host Local Government.”

The Proposed Charter of Operations of SEAVROC, states the following:

“17(d) Elect the President who shall hold Office for a one year term, but shall be eligible for re-election.”

At the meeting held on Tuesday 8 July 2014 SEAVROC Delegates resolved to elect Cr. R. Carter as chairperson for that meeting and the matter of electing a chairperson will be relisted for consideration at the next SEAVROC meeting.

Taking into account the matters listed on the Notice Paper it is recommended that a chairperson be appointed to preside at this meeting only.

The Executive Officer to call for nominations for the position of Chairperson.

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

1.1 Opening

1.2 Announcement of Visitors

Invitations extended to:

- Ms Caroline Tuthill - Senior Project Officer - Department of Local Government.
- Mr Tony Brown – Executive Manager – Governance and Strategy - Western Australian Local Government Association; and
- Ms Joanne Burges - Regional Cooperation Manager - Western Australian Local Government Association.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

2.1 Present

2.2 Apologies

2.3 Leave of Absence

3. DEPUTATIONS/PRESENTATIONS

3.1 Deputations

3.2 Presentations

4. CONFIRMATION OF MINUTES

Meeting of the Executive Committee of SEAVROC held on the Tuesday, 8th July 2014 (attached).

5. ANNOUNCEMENT BY PRESIDING MEMBER WITHOUT DISCUSSION**6. REPORTS OF THE EXECUTIVE OFFICER**

Report	Subject	Page
SE-004-14	STATUS REPORT – OUTSTANDING BUSINESS FROM EXECUTIVE COMMITTEE MEETINGS	4
SE-005-14	WITHDRAWAL OF MEMBERSHIP FROM SOUTH EAST AVON VOLUNTARY REGIONAL ORGANISATION OF COUNCILS (SEAVROC)	4-5

7. DELEGATES' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

8. NEW BUSINESS OF AN URGENT NATURE

- 8.1 Delegates
- 8.2 Executive Officer

9. CLOSURE OF MEETING

6. REPORTS**SE-004-14 Status Report – Outstanding Business from Executive Committee Meetings**
(File: se004-14)

Local Law Reviews	Local Laws for the Shire of Brookton have been completed. The Consultant met with the CEO's of the Shire's of Beverley, Cunderdin, Quairading and York in March 2014 to progress the review. For the Shire of York all completed with the exception of Waste and Health Local Laws, still awaiting the determination of Head of Power. For the Shire's of Beverley, Cunderdin and Quairading relevant Local Laws drafted. Consultant is awaiting feedback in relation to any amendments. The Shire of Cunderdin has now confirmed the content of the Draft Local Laws. Consultant is drafting Council Reports for the adoption of the local laws. Chief Executive Officers to progress the matter.
Future Direction of SEAVROC Projects and Initiatives	With the minutes of the meeting now complete. Executive Officer to inform member Local Governments of items listed for consideration and request feedback.
LGS Software	Executive Officer to prepare background paper.

#SE-004-14**RECOMMEND:**

That Report No SE-004-14 – Status Report – Outstanding Business from Executive Committee Meetings, be received.

SE-005-14 WITHDRAWAL OF MEMBERSHIP FROM SOUTH EAST AVON VOLUNTARY REGIONAL ORGANISATION OF COUNCILS (SEAVROC)

Attachment – Memorandum of Understanding.

SEAVROC Delegates are informed that the Shires of Cunderdin, Quairading and Tammin have resolved to withdraw their membership from the South East Avon Voluntary Regional Organisation of Councils and to form a new VROC initially comprising of the three Shires.

The Shires have requested a meeting of SEAVROC to be convened as soon as possible to advise the Shires of Beverley, Brookton and York of this decision.

The Memorandum of Understanding (MOU) states the following:

Withdrawal

Parties may at any time advice SEAVROC of their intent to withdraw from SEAVROC.

When withdrawal to take effect.

Withdrawal to take effect as from the end of the relevant financial year with a minimum of 3 months notice.

Entitlement or Liability of Withdrawing Party

As soon as practicable withdrawal taking effect on 30 June SEAVROC shall.

- (a) ***Distribute to the Party an amount equal to the proceeds and any surplus funds which would have been payable if SEAVROC was wound up.***
- (b) ***Be entitled to recover from the Party an amount equal to the liability or debt which would have been payable by the Party if SEAVROC was wound up.***

#SE-005-14

RECOMMEND:

- (1) ***That the notice of withdrawal from SEAVROC from the Shires of Cunderdin, Quairading and Tammin be received.***
- (2) ***That the withdrawal of the Shires of Cunderdin, Quairading and Tammin from SEAVROC to take effect as from 30 June 2015.***
- (3) ***That the Executive Officer calculate each party entitlements, taking into account proceeds and any surplus funds which are payable if SEAVROC is wound up.***



Memorandum of Understanding

between the Shires of

Beverley, Brookton, Cunderdin, Quairading and York



“The Best way to predict the future is to create it”
Peter Drucker

CERTIFICATE OF AGREEMENT

The Local Governments of Beverley, Brookton, Cunderdin, Quairading and York enter into a Memorandum of Understanding (MOU) with the intent of developing an alliance that responds proactively to the changing environment while maintaining their individual identities.

The MOU recognises SEAVROC's role as a strategic regional management team of the aforementioned Councils. The team is representative of the aforementioned Councils' elected members and executive staff.

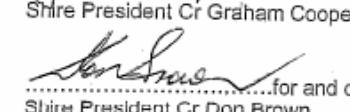
The MOU has a particular focus to support sustainable development and sets out commitments by all parties for the timely implementation of major initiatives and specific projects agreed to by the parties of the MOU.

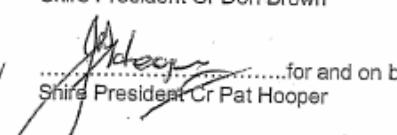
As part of this MOU the undersigned agree to abide by the underlying principles and commitments (outlined) on which the arrangements are based.

Signed by  for and on behalf of the Council of Beverley
Shire President Cr Judy Schilling

Signed by  for and on behalf of the Council of Brookton
Shire President Cr Les Eyre

Signed by  for and on behalf of the Council of Cunderdin
Shire President Cr Graham Cooper

Signed by  for and on behalf of the Council of Quairading
Shire President Cr Don Brown

Signed by  for and on behalf of the Council of York
Shire President Cr Pat Hooper

Before

 Hon Ljiljanna Ravlich, Minister for Local Government

Date: 22 June 2007



NAME

The name of the voluntary regional organisation is the South East Avon Voluntary Regional Organisation of Councils (SEAVROC).

PURPOSE

A Memorandum of Understanding between the Local Governments of Beverley, Brookton, Cunderdin, Quairading and York is to establish a working partnership:

- To achieve recognition of South East Avon as a viable, political, social and economic region
- To enhance service delivery and infrastructure for our collective and individual communities
- To achieve a sustainable, cost effective model for the sharing of resources

PARTIES TO THE MOU

The Local Governments of Beverley, Brookton, Cunderdin, Quairading and York.

OBJECTIVES

1. To share opportunities, resources, and intellectual property to reduce any duplication and increase the outcomes of the opportunities identified.
2. To improve asset management and gain better utilisation of assets.
3. To adopt a region wide focus and demonstrate this by including regional strategies in the individual Shire Strategic planning process.
4. To establish and maintain effective communication and consultative mechanisms between the Local Governments of Beverley, Brookton, Cunderdin, Quairading York and their communities, on policy, processes and important issues using a change management strategy.
5. To position SEAVROC to respond to any requirements for Regional Local Government.

PRINCIPLES

In entering this MOU all the parties agree to abide by the following principles, as established between the Local Governments in July 2006.

OVERARCHING PRINCIPLE

To develop an alliance consisting of Beverley, Brookton, Cunderdin, Quairading and York that responds proactively to the changing environment while retaining their individual identities.

GENERAL PRINCIPLES

1. Partnerships

- a. Recognise that partnerships between the Local Governments in the MOU are essential to achieve sustainable social, environmental and economic development of the region.
- b. Be flexible and open to new approaches to service delivery and funding
- c. Recognise and acknowledge the needs and constraints of all spheres of government, community and stakeholders.
- d. Recognise that new partnership agreements may be considered if initiated by either State or Local Government.

2. Roles and Responsibilities

- a. Identify, understand and respect the roles and responsibilities of all parties.
- b. Ensure that these roles and responsibilities are considered and respected in all decision making.
- c. Recognise and respect the role that each plays in enhancing sustainable social, environmental and economic development of the region.

3. Communication

- a. Open and timely communication on issues of relevance to the region.
- b. Recognise the need for confidentiality of discussion until a mutually agreed time.

4. Consultation

- a. Appropriate consultation to facilitate understanding and consensus.

5. Service Delivery

- a. Continual improvement practice in the efficiency, effectiveness, timeliness and appropriateness of local government service delivery.

6. Outcomes

- a. Well defined and agreed outcomes and performance measures for all projects and activities.

- b. Adopt a realistic approach to funding and resource issues, including opportunities for development of local assets for the benefit of the people of the region.
- c. Commitment to contribute resources and expertise to the partnership process.

7. Accountability

- a. A transparent approach where changes to roles, responsibilities and budgets are negotiated and agreed and resources necessary to implement changes are identified.
- b. Undertake open assessments of the effectiveness of agreements.
- c. Have clearly defined reporting, dispute resolution and review mechanisms.

SEAVROC MEMBERSHIP COMMITTEE

Appointment of committee

- a) Each MOU party is to have two representative voting members;
- b) Elected members and officers of each MOU party may participate in meetings in a non-voting capacity.

Chairperson

There will be a rotational Chairperson who will be an elected member of the host Local Government.

Role of representatives of SEAVROC

- a) Represents the interests of the individual Local Government, rate payers and residents of the Region;
- b) Facilitates communication between the community of the Region and SEAVROC;
- c) Participates in SEAVROC'S decision-making processes at meetings of SEAVROC and it's committees;
- d) Represents and undertakes actions on behalf of SEAVROC as authorised by the SEAVROC.

Decision Making Process

- a) In all Strategic and Planning issues, consensus will be reached to make recommendations back to individual MOU parties Councils for ratification.
- b) Where voting is required on approved operational issues a simple majority prevails.
- c) In relation to membership of SEAVROC any decision must be absolute.

FINANCIAL CONTRIBUTIONS

Annual Contributions

- a) As determined by consensus each party will contribute to meet project and secretariat financial needs.
- b) To the 30 June 2007 the secretariat services will be provided by the Shire of York.

Manner of payment

The contributions shall be paid by each party to SEAVROC in a manner determined by SEAVROC.

PROJECTS

Requirements

SEAVROC shall only undertake a Project once it is satisfied that any services and facilities will:

- a) Integrate and coordinate, so far as practical, with any provided by the Commonwealth, State or any public body;
- b) Within the district of a party, do not duplicate, to an extent that the parties consider inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
- c) Be managed efficiently and effectively.

Project Plan to be Prepared

Where SEAVROC is considering a proposed Project it shall prepare a Project Plan.

Contents of a Project Plan

Project Plan should include:

- a) Clearly defined project purpose, objectives and outcomes;
- b) Cost Benefit analysis for the parties;
- c) A Project action plan with clear timelines and performance milestones clearly outlined;
- d) A financial plan which includes the following:
Project Budget which includes :
Grant or other funding
Parties contributions
Project expenses
Administrative expenditure
Human resource cost
a dollar cost of in kind contributions
Recurrent budget if required which includes:
Revenue
Expenditure
Human resource cost

- Program maintenance and asset management costs
- Capital budget if required
 - Capital Expenditure
 - Capital replacement plan
- Cash flow budget
 - Grant payment timelines
 - Payment of the parties contributions
 - Expenditure to project timelines.
- e) Risk Management Plan of the Project Plan
- f) Human resource plan that includes
 - Manpower requirements
 - Skill requirements
 - Training requirements
 - Salary and oncost and any incentive plan
- g) The proportion entitlements or liability, of the Project Parties in the event that the Project is wound up;
- h) The manner of payment of the entitlement or liability;
- i) The procedure for the giving of notice by a Project Party from the Project including the period of notice;
- j) The entitlement, if any, of a party which is not a Project Party to join a Project and the procedure to be followed including the period of notice given by that Party.

Parties to be given Project Plan

Upon completion of the Project Plan SEAVROC shall give a copy of the Plan to each of the Parties.

Election to Participate in Project

Each party shall, within a reasonable period determined by SEAVROC, elect whether to participate in the Project by giving notice of its election to SEAVROC.

Review of Project Plan

SEAVROC shall as soon as practicable after the period referred to in the Project Plan:

- a) Review the Project Plan and its viability having regard to the number of Parties who have elected to participate;
- b) Decide whether to proceed with the Project;
- c) Give notice to each of the Project Parties of its decision and
- d) Grant Budget Approvals.

Project Parties to be Bound

Where SEAVROC decides to proceed with a Project and gives notice of its decision to each of the Project Parties then each of the parties shall be bound by the terms of the Project Plan in a new project agreement.

Winding up of Project

SEAVROC may resolve to wind up a Project. An absolute majority vote will be required by SEAVROC to resolve to wind up any Project.

Division of Assets

If a Project is to be wound up and there remains after satisfaction of all its debts and liabilities, any property and assets of the Project then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Parties in the proportions referred to in the Project Plan.

Division of Liabilities

If a project is wound up and there remains any liability or debt in excess of the realised property and assets of the Project then the liability or debt is to be met by the Project Parties in the proportions referred to in the Project Plan.

Indemnification by Project Parties of SEAVROC

If a project is wound up then the Project Parties shall indemnify SEAVROC (in the proportions referred to in the Project Plan) with respect to that liability or debt.

TERM AND TERMINATION

Term of Agreement

Unless wound up this agreement will remain in place in perpetuity

Winding up by Agreement

The parties may, by agreement, wind up SEAVROC.

Division of Assets

If SEAVROC is wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of SEAVROC then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among each of the Parties in the proportions referred to in the Agreement.

Division of Liabilities

If SEAVROC is wound up and there remains any liability or debt in excess of the realised property and assets of SEAVROC then the liability or debt is to be met by each of the Parties in the proportions referred to in the Agreement.

WITHDRAWAL OF A PARTY

Withdrawal

Parties may at any time advise SEAVROC of their intent to withdraw from SEAVROC.

When withdrawal to take effect

Withdrawal will take effect as from the end of the relevant financial year with a minimum of 3 months notice.

Entitlement or Liability of Withdrawing Party

As soon as practicable following withdrawal taking effect on 30 June SEAVROC shall:

- a) Distribute to the Party an amount equal to the proceeds and any surplus funds which would have been payable if SEAVROC was wound up; or
- b) Be entitled to recover from the Party an amount equal to the liability or debt which would have been payable by the Party if the SEAVROC was wound up.

Parties May be Required to Pay Distribution

If SEAVROC is unable to meet the distribution referred to above from funds on hand then, unless SEAVROC decides otherwise, the Parties (other than the Party that has withdrawn) shall pay the distribution in the proportions equal to their respective equities in SEAVROC.

ADMITTING NEW MEMBERS

Prospective new members may only be admitted by full agreement of all parties and shall be required to contribute to SEAVROC a sum equal to the current year's contribution schedule or a discretionary sum agreed to by the SEAVROC.

DISPUTE RESOLUTION

Dispute

In the event of any dispute or difference arising between the Parties and SEAVROC or any of them at any time as to any matter or thing arising under or in connection with the Memorandum of Understanding, then a Party or SEAVROC may give to the other Parties and SEAVROC (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 Party or SEAVROC of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

Arbitration

At the expiration of 25 business days from the date of sending the dispute notice, the Party or SEAVROC 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

Legal Representation

For the purposes of the Commercial Arbitration Act 1985, the Parties consent to each other and to SEAVROC being legally represented at any such arbitration.

Memorandum of Understanding in Good Faith

Despite anything expressed or implied to the contract in this Memorandum of Understanding (MOU) or anywhere else, this MOU is a mere non-justiciable statement of current intent, and is neither intended to be, nor is it, (a) legally binding, or (b) creative of legal relations between the parties to it. No legal rights or obligations will come into existence unless or until one or more legally enforceable written agreements are entered into.

Human Resource Plan

Appendix 2 - Human Resource Plan

Human Resource and PR Plan

In the process of developing the plan to share human resources across the five Shires comprising SEAVROC, it is critical to ensure that workplace, and workers issues, perceived threats and insecurities are identified and addressed. Stage one of this process has already been implemented in carrying out a Systems, People and Processes survey in all participating Shires. Results are currently being compiled and regional analysis will be available in full by the next meeting. Individual results will be sent to CEO's as they become available.

Early indications in the outdoor crews are that job security and communication are primary concerns for staff. Participation rates were: Beverley 52% Brookton 54.2% Cunderdin 33.3% Quairading 52% York 75%. While there were no severe levels of stress being reported in the workforce moderate levels of stress were as follows Beverley 46% Brookton 56% Cunderdin 75% Quairading 31% York 54% This would indicate caution in making changes without consultation with staff and a need to better understand issues in the workplace. From a Human resource planning perspective the Executive survey indicates many areas where policies and processes can be provided implemented across all members.

Additional issues determined at the planning meeting include appropriate remuneration commensurate to performance and flexibility, safety and health issues, willingness of staff to travel across the region, reporting and authority issues when workers not in own Shire and skills and knowledge levels. The following strategy is recommended to develop the overall human resources risk management plan for the region.

Initial strategy

- Hold workshops in each council where relevant staff have an opportunity to learn about the SEAVROC vision, goals and objectives and how they may be involved in them. Staff would then have an opportunity to raise their issues and concerns and participate in the strategy to address issues arising, or put things in context to allay fears and concerns.
- Report back on staff survey to all staff of the Shires
- Identify staff who may be affected / involved
- Run communication and issues workshops as outlined above
- Identify skills and knowledge within that group
- Identify best 'operators' and develop mentoring plan
- Identify staff willing / not willing to travel to other Shires
- Review terms / conditions / EBAs across all 5 Shires
- Identify management structures to define areas where managers and supervisors may be managing staff from other Shires
- Develop and implement a managing people and performance education program for participating managers
- Implement training for OSH, hazard and injury management across all Shires
- Implement risk management software with appropriate training
- Develop communication systems for staff and community

- Develop induction program for ongoing management

The HR and Enterprise wide risk management strategies of the Local Government Insurance Schemes can assist with much of this strategy in order to reduce potential claims and proactively improve resilience in the workforce. In addition safe work practices can also potentially reduce public liability and professional indemnity claims or issues.

Public Relations Plan

Appendix 3 - Public Relations Plan

To address the community perception of what is taking place in the development of SEAVROC it is essential to have a consistent image, message and profile. This should include badging, websites, press releases, staff and community information, with vision and goals consistently displayed and communicated. Information should be delivered in a timely fashion across the region with staff fully in the loop at all times if press releases or promotions are imminent. This will assist in projecting the message of a political and social region all on the same page at the same time. An example **branding** which will give you a visual reminder of who is involved and what is happening in the region for both staff and the community. It will also give you a more professional image as you progress.



Beverley Brookton Cunderdin Quairading York

Promotion of the message

The sort of initial message that can accompany the launch of this visual to the public can read something like as follows:

'As you have probably read in newspapers in recent times, structural reform in local Governments is well and truly on the horizon. The South East Avon Region intends to take control of its future in this process by looking proactively at the way services and infrastructure are managed and delivered. The main reason that reform is on the agenda across the State is that as costs continue to rise and workforces diminish in the country regions many small councils will not remain financially viable even with significantly increasing rates to their community. Sharing skills, knowledge, machinery and resources across our participating Shires who are of similar size and interests will offer a cost effective solution to these issues without compromising our individual identities and values. It will also enhance opportunities to improve services and infrastructure for the collective and individual communities. You will soon see evidence of these strategies and we trust you will welcome our neighbouring Shires workers and equipment who join our work teams to build a better region for you. In kind we will be extending the same services to our participating Shires while ensuring we keep our own works programs on track. These strategies will ensure that the South East Avon region remains a viable economic, political and social region and your council is able to continue to strongly represent your interests. As we develop this exciting project that we feel could be a role model for similar regions we will keep you informed of progress and outcomes. If you would like to know more about this exciting project please contact the Chief Executive Officers from either of the member councils.'

