
Memorandum of Understanding

Town of Victoria Park

and

Shire of Morawa

1. Parties to the Memorandum of Understanding (the **MOU**):

- (a) The Town of Victoria Park (the **Town**); and
- (b) The Shire of Morawa (the **Shire**).

2. Intent:

This MOU sets forth the terms and understanding between the Town and the Shire to recognise the importance of an effective and meaningful working relationship for the benefit of both local government's sustainability and the wellbeing of their respective communities.

The parties place a high value on mutual cooperation and to provide assistance to each other on issues of common interest and which may affect one or both of the parties.

3. Principles:

- Principle A: Embrace opportunity and strive for best practice;
- Principle B: Attract and retain quality staff and develop career opportunities;
- Principle C: Working together to foster engaged communities;
- Principle D: Increase local government capacity and improve community outcomes;
- Principle E: Reduce local government bureaucracy and streamline systems; and
- Principle F: Deliver open and transparent communication.

4. Purpose:

This MOU will enable each party to seek assistance from the other party to carry out their statutory obligations pursuant to the various laws, acts and regulations that are applicable to local government in order to provide excellent service delivery to their respective communities and enhance economic development and sustainability.

- (a) This assistance will be limited to providing advice only which may require employees from one of the parties to communicate by telephone, email or by a visit to the local government district of the other party.
- (b) Notwithstanding sub-clause 4.(a), payment at cost for the provision of a local government service supplied by one of the parties to the other party or for the service of an employee of one of the parties seconded to assist the other party may be mutually agreed by the respective Chief Executive Officers (the **CEO**) of each party.

The purpose of the MOU will be accomplished by one party undertaking the provision of local government services to the other party which is not limited to the following activities:

- (a) Financial management advice and assistance;
- (b) Economic development advice and assistance;
- (c) Statutory town planning advice and assistance;
- (d) Community development and social services advice and assistance;

- (e) Civil engineering technical advice and assistance;
- (f) Asset and facility management advice and assistance;
- (g) Governance advice and assistance; and
- (h) Regulatory compliance advice and assistance with such matters as noise control, environmental health, waste disposal, animal control, bush fire control; parking of vehicles and other compliance services performed by local government rangers.

5. Reporting

A record by each party shall be maintained in order to undertake an annual evaluation of the effectiveness and adherence to the MOU which is to be a subject of a report from the respective CEO of each party to the council of the party where he or she is employed.

6. Funding

This MOU is not a commitment of one party providing funds to the other party.

7. Not a legal document or contract

This MOU cannot be implied as, or applied as a legal document or formal instrument of contract. The parties acknowledge and agree that no legal recourse can be sought from the application or otherwise of this document. The intent is to provide a transparent and mutually agreed framework to assist with the ongoing relationship and communication between the parties.

8. Duration

This MOU is at-will and may be modified by mutual consent of authorised officials from each party being the:

- (a) Mayor of the Town of Victoria Park;
- (b) CEO of the Town of Victoria Park;
- (c) Shire President of the Shire of Morawa; and
- (d) CEO of the Shire of Morawa.

This MOU shall become effective upon signature by the authorised officials from each party being the:

- (a) Mayor of the Town of Victoria Park;
- (b) CEO of the Town of Victoria Park;
- (c) Shire President of the Shire of Morawa; and
- (d) CEO of the Shire of Morawa.

and will remain in effect until modified or terminated by either one of the parties. In the absence of mutual agreement by the authorised official from either party being the:

- (a) CEO of the Town of Victoria Park; or
- (b) CEO of the Shire of Morawa.

9. Contact Information

Town of Victoria Park

CEO: Anthony Vuleta
Address: 99 Shepperton Road, Victoria Park WA 6100
Postal address: Locked Bag 437, Victoria Park WA 6979
Telephone: 08 9311 8111
Fax: 08 9311 8181
E-mail: admin@vicpark.wa.gov.au

Shire of Morawa

CEO: Chris Linnell
Address: 26 Winfield Street, Morawa WA 6623
Postal address: PO Box 14, Morawa WA 6623
Telephone: 08 9971 1204
Fax: 08 9971 1284
E-mail: admin@morawa.wa.gov.au

10. Execution of the MOU

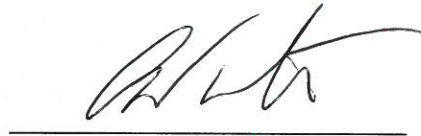
On this Twelfth day of July 2018 the duly responsible signatories representing the parties hereby endorse and give effect to this Memorandum of Understanding.



Trevor Vaughan
Mayor
Town of Victoria Park



Karen Chappel
Shire President
Shire of Morawa



Anthony Vuleta
Chief Executive Officer
Town of Victoria Park



Chris Linnell
Chief Executive Officer
Shire of Morawa



TOWN OF
VICTORIA PARK

