



MEMORANDUM OF UNDERSTANDING
OF THE
EASTERN REGION ALLIANCE

COMPRISING

CITY OF BURNSIDE

and

CAMPBELLTOWN CITY COUNCIL

and

CITY OF NORWOOD PAYNEHAM & ST PETERS

and

CITY OF PROSPECT

and

CITY OF TEA TREE GULLY

and

CITY OF UNLEY

and

TOWN OF WALKERVILLE



BETWEEN:

CITY OF BURNSIDE

and

CAMPBELLTOWN CITY COUNCIL

and

CITY OF NORWOOD PAYNEHAM & ST PETERS

and

CITY OF PROSPECT

and

CITY OF TEA TREE GULLY

and

CITY OF UNLEY

and

TOWN OF WALKERVILLE

INTRODUCTION

- A. This Memorandum of Understanding refers to the collective Local Government Areas of the abovementioned Councils as the Eastern Region.
- B. Each party (a **Council**) is a council under the *Local Government Act* 1999.
- C. By Section 8(h) of that Act, a council must in the performance of its roles and functions seek to ensure that council resources are used fairly, effectively and efficiently.
- D. In this Memorandum, the Councils agree to collaborate to work together as a group known as the Eastern Region Alliance for the purposes of achieving improved service delivery and other outcomes for their respective communities.
- E. Also in this Memorandum, the Councils appoint the Chief Executive Officer of each Council to a Chief Executive Officer's Steering Group ("*the Steering Group*").

TERMS

1. Objectives of this Memorandum

- 1.1. to identify opportunities to work in partnership for the purposes of progressing agreed social, economic, environmental, cultural and other related priority outcomes for the respective local communities and the eastern metropolitan region of Adelaide as a whole;

- 1.2. to work together for the purposes of identifying specific initiatives for joint action in order to achieve improved service delivery arrangements at the regional and local level, including options to achieve more effective and efficient co-ordination of service delivery arrangements and to address gaps and opportunities in service delivery;
- 1.3. to facilitate the identification and development of innovative approaches to working in partnership with Federal and State Government and their respective agencies, through the councils working collaboratively to promote new models of resource sharing and the delivery of services and programs which may have broader applicability across local government;
- 1.4. to share information relevant to the attainment of the objectives of this Memorandum on an open and equitable basis;
- 1.5. to promote an effective and efficient approach to funding and resource sharing issues, with the objective of achieving cost effective outcomes for the Councils and their respective communities; and
- 1.6. to contribute reasonable resources and expertise to any agreed project or process.

2. Collaboration

- 2.1. The councils agree to collaborate to work towards improved co-operation, more effective working relationships and joint actions to identify, agree and address strategic priorities between any two or more of the councils, including in the areas of regional strategic planning, resource sharing on the procurement of goods and services on a best value basis.
- 2.2. The councils agree to the joint funding (on a methodology to be agreed between the councils) of a secretariate, to assist with the implementation of projects and initiatives agreed to by the councils.
- 2.3. the councils agree that the Mayor of the host council (together with the Chief Executive Officer of the host council), shall be the spokespersons for the Eastern Region Alliance for the relevant period.

3. Formation of the Steering Group

At all times during the existence of this Memorandum, there must be a Steering Group comprised of one (1) representative of each council. The representative must be the Chief Executive Officer of a Council or his or her delegate.

4. Functions of the Steering Group

The Steering Group has the following functions:

- 4.1. to pursue and achieve the Objectives of this Memorandum the Chief Executive Officers of the councils will meet on a monthly basis to discuss and determine through agreement, how to achieve the objectives of the Memorandum of Understanding through their operational responsibilities and statutory authority;
- 4.2. to ascertain the kinds of opportunities and resource sharing and service delivery projects and processes, to and by each council, that could be provided on a best value basis and which use the resources of the Councils more efficiently;

- 4.3. to identify and resolve any legal and/or governance issues arising from any proposed opportunities, projects and processes arising under this Memorandum;
- 4.4. to identify the potential for the councils to align policy documents, procedures and practices insofar as these relate to the Objectives of this Memorandum;
- 4.5. to consider and recommend the basis upon which the councils would contribute funds to a share in the proceeds of opportunities projects and processes which may be identified from time-to-time within this Memorandum;
- 4.6. to recommend consultation procedures, timetables and (indicative) budgets and to fix responsibilities for tasks;
- 4.7. to identify and where appropriate, seek funding and support from other levels of government;
- 4.8. to meet on a quarterly basis with the Mayors of the Councils to report progress and achievements of the Eastern Region Alliance, to discuss strategic and policy issues of importance to the Eastern Region and to reach agreement on a common approach to issues.

5. Meetings of the Steering Group:

- 5.1. The Steering Group will hold one (1) ordinary meeting in every calendar month and may otherwise meet as necessary.
- 5.2. The Chief Executive Officers Steering Group shall appoint a Chairperson for a period to be determined by the Steering Group, but not exceeding twelve (12) months.
- 5.3. A council representative or his or her delegate, must attend a meeting of the Steering Group.
- 5.4. Meetings of the Steering Group must be held in person and will occur on a rotational basis between the councils or at any other place as determined by the Steering Group. The host council for any meeting, shall provide amenities and facilities.
- 5.5. Meetings must be held at a mutually convenient time.
- 5.6. Any two council representatives may call a special meeting of the Steering Group upon reasonable notice and with provision of an agenda.
- 5.7. The Chairperson, through the secretariate, will be responsible for the preparation and distribution of the agenda for meetings of the Steering Group and any subsequent administrative actions.
- 5.8. A quorum for any meeting of the Steering Group is five (5).
- 5.9. The Chairperson will chair the meetings and must
 - 5.9.1 have available the minutes of the last meeting;
 - 5.9.2 have available this Memorandum;

5.9.3 have available any documents being developed by the Steering Group in the performance of its functions; and

5.9.4 take and distribute the minutes of that meeting.

5.10. Meetings are informal and decisions are made by consensus. Any statement made by a representative at a meeting is only binding upon their council if stated to be so and recorded in the minutes as such.

5.11. Minutes of a meeting will be distributed to all members of the Steering Group within a reasonable time after the meeting. Minutes need not be signed and unless a council representative gives notice of errors or omissions within five (5) working days after the minutes are received, the draft minutes will be deemed to be correct. The minutes are the only recognised record of the meeting.

6. Publicity

The Councils jointly are to control all public comment about this Agreement and the transactions it contemplates.

7. About this Memorandum

Subject to clause 9, this Memorandum is effective and binding upon the Councils to the extent of its terms. It does not otherwise and is not intended to create a partnership or other legally binding relationship or obligations between the councils. This Memorandum may only be amended by written agreement of all of the councils.

8. Approval by elected members

This Memorandum is conditional upon each council in formal meeting and by resolution, ratifying its execution.

9. Withdrawal and Termination

Any Council may withdraw from the Memorandum by the provision of notice in writing at least three (3) months before the date of withdrawal. This Memorandum will terminate when at least two (2) Councils have withdrawn or notify their intention to withdraw from it.

10. Membership

The membership of the Eastern Region Alliance will not be expanded unless unanimous agreement is obtained from the current Member Councils.

THE COMMON SEAL OF)
THE CITY OF BURNSIDE)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

WENDY GREINER
MAYOR _____

NEIL JACOBS
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CITY OF CAMPBELLTOWN)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

SIMON BREWER
MAYOR _____

PAUL DI IULLIO
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CITY OF NORWOOD)
PAYNEHAM & ST PETERS)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

ROBERT BRIA
MAYOR _____

MARIO BARONE
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CITY OF PROSPECT)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

DAVID O'LOUGHLIN
MAYOR _____

MARK GOLDSTONE
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CITY OF TEA TREE GULLY)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

MIRIAM SMITH
MAYOR _____

GREG PERKIN
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CITY OF UNLEY)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

RICHARD THORNE
MAYOR _____

RAY PINCOMBE
CHIEF EXECUTIVE OFFICER _____

THE COMMON SEAL OF)
THE CORPORATION OF THE)
TOWN OF WALKERVILLE)
WAS HEREUNDERTO AFFIXED)
IN THE PRESENCE OF:)

DAVID WHITING
MAYOR

HELEN DYER
CHIEF EXECUTIVE OFFICER
