



## **MEMORANDUM OF UNDERSTANDING 2020-2023**

**For:** Pioneers' Pathway Self Drive Trail

**Between:** SHIRE OF DOWERIN  
SHIRE OF GOOMALLING  
SHIRE OF MERREDIN  
SHIRE OF NUNGARIN  
SHIRE OF TOODYAY  
SHIRE OF TRAYNING  
SHIRE OF WYALKATCHEM

## 1. Parties to the Agreement

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This document represents an agreement between the following parties (to be known as Member Councils):

- **SHIRE OF DOWERIN**
- **SHIRE OF GOOMALLING**
- **SHIRE OF MERREDIN**
- **SHIRE OF NUNGARIN**
- **SHIRE OF TOODYAY**
- **SHIRE OF TRAYNING**
- **SHIRE OF WYALKATCHEM**

## 2. Preamble

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- 2.1 Memorandums of Understanding (MOUs) covering the periods 1 July 2020 – 30 June 2023, in place to provide funding to continue to collaboratively develop historical tourism in the region through the development, promotion and marketing of the Pioneers' Pathway Self Drive Trail from Perth to Merredin reminiscing the path of the Pioneers' during the gold rush in the eastern goldfields and the development of agriculture and communities in the region.
- 2.2 The Pioneers' Pathway Advisory Group was established in the late 1990s as a Shire of Goomalling Council Sub-Committee and comprises of the seven Member Councils who share a common interest in the Pioneers' Pathway and regional boundaries.
- 2.3 The Parties to this MOU acknowledge the strategic context within which this MOU is signed, that being the current Pioneers' Pathway Strategic Plan 2019 – 2021 and the outcomes this Strategic Plan (and future Strategic Plans) has identified for the Pioneers' Pathway Self Drive Trail for product development and marketing and this MOU purpose is to address how we govern to achieve this.
- 2.4 This MOU may be renegotiated or renewed by further agreement between the parties to this MOU.
- 2.5 The Parties to this MOU have recorded their understandings and obligations and as signatories to this document agree to the following as outlined in this document.

### **3. PIONEERS' PATHWAY ADVISORY GROUP**

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#### **3.1 Objectives of Pioneers' Pathway Advisory Group**

- a. To be the independent advisory body for the Member Councils served by the Pioneers' Pathway Self Drive Trail.
- b. To maximise the economic return from the visitor economy through promoting and developing the tourism industry of the region through the Pioneers' Pathway Self Drive Trail.
- c. To implement the Strategic Plans and Marketing Plans for the Pioneers' Pathway Drive Trail.

#### **3.2 Pioneers' Pathway Advisory Group Role**

- a. The role of the Pioneers' Pathway Advisory Group for the duration of this MOU will be to:
  - i. Develop and oversee the delivery of the 2019 – 2021 Strategic Plan (and following ones) for the Pioneers' Pathway.
  - ii. Develop and oversee the delivery of the yearly Activity and Marketing Plan for the Pioneers' Pathway.
  - iii. Ensure industry relationships are nurtured and developed through communication channels, activities, events, professional development and other appropriate mechanisms.
  - iv. Ensure regular and formal communication with key stakeholders including Member Councils, Regional Tourism Organisations, Local Tourism Associations, peak industry bodies and relevant government agencies
  - v. Develop and coordinate policy and mechanisms to provide a consistent approach and application to historical tourism activities across the region.
  - vi. Provide Council and key stakeholders with statistical reports relating to tourism performance in the region.
  - vii. Work with other Local and Regional Tourism Organisations to identify and engage in opportunities of benefit to tourism in region.
  - viii. Source, wherever possible, additional funding through industry and funding bodies to support the continued development of projects along the Pioneers' Pathway Self Drive Trail (as identified).
  - ix. The Pioneers' Pathway Advisory Group will have nominated Chairperson who will be elected annually from the Member Councils delegates.
  - x. Role of the Chairperson is to establish, facilitate and support effective Advisory Group outcomes and ensure good governance
  - xi. The Pioneers' Pathway Advisory Group has the authority to engage personnel to assist with record keeping, sourcing and apply for external funding, project management, reporting and marketing activities as identified.

## **4. SHIRE OF GOOMALLING**

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### **4.1 Objectives of Shire of Goomalling**

- a. To be the lead agency for the Pioneers' Pathway Self Drive Trail.
- b. To be responsible for the financial reporting requirements as outlined in the MOU.

### **4.2 Shire of Goomalling Role**

- a. The role of the Shire of Goomalling for the duration of this MOU will be to:
  - i. Oversee the overall governance, planning and coordination of the Pioneers' Pathway Advisory Group.
  - ii. Management of a trust account for the sole purpose of the Pioneers' Pathway Self Drive Trail and all income and expenditure related to it.
  - iii. Reviewing and balancing the collective funding budget – income and expenditure statements will be provided to the Advisory Group on request.
  - iv. Financial record keeping for the purposes of the reporting as required.
  - v. Overall financial acquittals and auditing as required for the external funding bodies.
  - vi. Processing financial claims from Member Councils and partner organisations as required.

## **5. MEMBER COUNCILS**

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### **5.1 Objectives of Member Councils**

- a. To have an effective independent body for the Member Councils that works collectively and must maximise the impact of its marketing resources (time, money and relationships) to better promote the Pioneers' Pathway Self Drive Trail.
- b. To have the Pioneers' Pathway Advisory Group deliver specific strategic functions for the Pioneers' Pathway Self Drive Trail including:
  - marketing
  - development
    - industry
    - product
    - skills
    - investment
  - engagement
  - advocacy

### **5.2 Member Council Role**

- a. The role of each Member Council for the duration of this MOU will be to:
  - i. Acknowledge the role of Pioneers' Pathway Advisory Group and actively promote the Pioneers' Pathway Self Drive Trail and assets via council collateral.

- ii. Undertake or support the day to day management of the Pioneers' Pathway Self Drive Trail (product development and maintenance) in their respective local government.
- iii. Annually nominate a Council (Councillor or Staff member) delegate to be a member of the Pioneers' Pathway Advisory Group.
- iv. Annually nominate a Community representative (optional) to be a member of the Pioneers' Pathway Advisory Group.
- v. Work cooperatively with Pioneers' Pathway Advisory Group on agreed projects, activities and standards in line with the 2019-2021 Strategic Plan and future plans.
- vi. Ensure regular communication, both formal and informal, is maintained with the Pioneers' Pathway Advisory Group on matters of joint interest.
- vii. Support the involvement of relevant Council staff in appropriate Pioneers' Pathway Advisory Group activities.
- viii. Recognise and promote Pioneers' Pathway Self Drive Trail through Council distribution channels as appropriate.
- ix. Provide a summary of relevant data and statistics from your respective community as required.
- x. Deliver and coordinate tourism functions at a council level including the management of signage, events, applications, compliance and associated activities.
- xi. Work with entities as represented by (but not limited to) Local Tourism Associations, Chambers of Commerce, special interest groups and industry associations to develop tourism at local level.

## **6. Communication between Parties**

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- 6.1 All parties recognise the importance of regular communication – both formal and informal to the success of tourism in the region and commit to open and regular dialogue.
- 6.2 Pioneers' Pathway Advisory Group will:
  - i. report to Member Councils on an annual basis on progress against key performance indicators.
  - ii. attend Council meetings or briefings to discuss or present on tourism related issues if requested.
  - iii. circulate draft minutes of Advisory Group meetings to Member Council delegates in a timely manner.
  - iv. communicate with delegates, Member Councils and relevant staff via regular electronic communication.
  - v. raise directly with member Councils any issues, concerns, queries or questions it may have in relation to activities, function, performance or obligations under this MOU.

- 6.3 Member Councils will:
- i. Have delegates attend all meetings and if necessary, nominate a proxy.
  - ii. ensure that Pioneers' Pathway Advisory Group is briefed on, and kept informed of, tourism matters that have regional significance as and when appropriate.
  - iii. provide opportunities for Pioneers' Pathway Advisory Group to brief or present to Councillors as and when deemed necessary.
  - iv. recognise and promote Pioneers' Pathway Self Drive Trail through Council distribution channels as appropriate.
  - v. raise directly with Pioneers' Pathway Advisory Group any issues, concerns, queries or questions it may have in relation to its activities, function, performance or obligations under this MOU.

## **7. Key Performance Indicators**

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- 7.1 The key performance indicators that Pioneers' Pathway Advisory Group will aim to achieve for the life of the MOU will be subject to negotiation between the Group and Member Councils on an annual basis. The Key Performance Indicators will be detailed annually in Schedule A of this MOU.
- 7.2 Continued investment for years two and three of the MOU will be subject to agreement between Member Councils and Pioneers' Pathway Advisory Group that satisfactory progress has been made against the key performance indicators, detailed in Schedule A of this MOU.

## **8. Member Council Investment**

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- 8.1 The agreed level of investment from Member Councils (exclusive of GST) is contained in Schedule B of this MOU.
- 8.2. By signing this MOU, Member Councils acknowledge that they are committing to expenditure in future budgets, for the life of the MOU, providing Pioneers' Pathway Advisory Group delivers on the key performance indicators as detailed in Schedule A to the satisfaction of Member Councils.
- 8.3. Annual payments are to be made following the receipt of a tax invoice from Shire of Goomalling.
- 8.4. The In-kind support from Member Councils is contained in Schedule C of this MOU. Nothing in Schedule C reduces the Member Council contributions as outlined in Schedule B of this MOU.

## **9. Dispute Resolution**

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- 9.1 If any dispute arises between the parties carrying out the principles of this Memorandum of Understanding, the parties will seek bona fide to resolve that difference or dispute between them.
- 9.2 Any disputes arising from this MOU will be first referred to a Special Meeting of the Pioneers' Pathway Advisory Group who will convene and manage this process unless it is deemed to be a party to the dispute or otherwise decline to participate, an external independent mediator will oversee the process.

## **10. Parties Agree to be Bound**

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- 10.1 It is the intention that this MOU be binding on the parties without the right of withdrawal from the agreement except where there is fundamental breach of any term or condition of this MOU or where there is a fundamental material change in the strategic context within which Pioneers' Pathway Advisory Group operates.
- 10.2 If a member Council decides to withdraw from this MOU before the end of the Term, then 12 months' notice is to be provided to the Pioneers' Pathway Advisory Group and the member Council will forfeit all financial investment contributed to date.
- 10.3 In the case of a dispute, all parties agree that they will not withdraw from this MOU until such time as the prescribed dispute resolution process has been employed and it has been established that a fundamental breach has occurred and that this fundamental breach cannot be remedied to the satisfaction of the parties in dispute.

## **11.0 Terms of MOU**

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- 11.1. Negotiations to renew the extension of the MOU with Member Councils for a further period beyond this MOU must be commenced by 31 December 2022 and must be completed by 31 March 2023.
- 11.2 Each party maintains the right to exercise its individual powers as it sees fit.
- 11.3 This Memorandum of Understanding lapses on 30 June 2023.

The parties to this Memorandum of Understanding are:

**SHIRE OF DOWERIN**

**Chief Executive Officer**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

\_\_\_\_\_  
SIGNATURE

**President**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

\_\_\_\_\_  
SIGNATURE

**SHIRE OF GOOMALLILNG**

**Chief Executive Officer**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

\_\_\_\_\_  
SIGNATURE

**President**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

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SIGNATURE

**SHIRE OF MERREDIN**

**Chief Executive Officer**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

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SIGNATURE

**President**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

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SIGNATURE

**SHIRE OF NUNGARIN**

**Chief Executive Officer**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

\_\_\_\_\_  
SIGNATURE

**President**

\_\_\_\_\_  
PRINT FULL NAME OF AUTHORISED PERSON

\_\_\_\_\_  
SIGNATURE



**SHIRE OF TOODYAY**

***Chief Executive  
Officer***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

***President***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

**SHIRE OF TRAYNING**

***Chief Executive  
Officer***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

***President***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

**SHIRE OF WYALKATCHEM**

***Chief Executive  
Officer***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

***President***

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PRINT FULL NAME OF AUTHORISED PERSON

SIGNATURE

## SCHEDULE A: 2020-2021 Performance Indicators

Pioneers' Pathway Advisory Group has identified several strategic areas of priority for the life of 2020-2023 MOU:

- Developing Our Product
- Marketing Our Product
- Governing Our Organisation

The strategic priority areas will be reviewed annually, in accordance with the 2019-2021 Strategic Plan. Subsequent key performance indicators will be developed for incorporation into Schedule A on an annual basis.

The 2020-2021 tactics for delivery and key performance indicators, against the 2019-2021 Strategic Areas, are listed below.

Performance Indicator	
<b>Developing Our Product</b>	
1.	<ul style="list-style-type: none"><li>• Each member Council has one story successfully implemented.</li></ul>
2.	<ul style="list-style-type: none"><li>• A second story concept for each member council is identified (potential workshop in October 2020 TBC)</li></ul>
3.	<ul style="list-style-type: none"><li>• Mechanisms for data collection are identified and begun to be implemented to measure the impact of the Pioneers' Pathway Self Drive Trail on tourism in the region.</li></ul>
<b>Marketing Our Product</b>	
4.	<ul style="list-style-type: none"><li>• Annual Marketing Plan is implemented.</li></ul>
5.	<ul style="list-style-type: none"><li>• Pioneers' Pathway Website is updated and current.</li></ul>
6.	<ul style="list-style-type: none"><li>• Pioneers' Pathway is active of Social Media (Facebook and Instagram).</li></ul>
<b>Governing Our Organisation</b>	
7.	<ul style="list-style-type: none"><li>• Agendas and Minutes are prepared in a timely manner.</li></ul>
8.	<ul style="list-style-type: none"><li>• Financial reporting is current and accurate.</li></ul>
9.	<ul style="list-style-type: none"><li>• Attendance by all Member Council delegates to Advisory Group meetings.</li></ul>

## **SCHEDULE B: Member Council Investment**

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The annual investment by Member Councils for the life of this MOU is set out below. It is noted that all amounts are exclusive of GST.

Financial commitment of \$3,500 per annum is requested. \$1,500 per annum for Pioneers' Pathway Self Drive Trail Development and Marketing, \$2,000 per annum for the employment/engagement of personnel to assist the Pioneers' Pathway Advisory Group. The final break down of this is at the discretion of the Pioneers' Pathway Advisory Group.

<b>Annual Investment</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>Total</b>
<b>SHIRE OF DOWERIN</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF GOOMALLING</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF MERREDIN</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF NUNGARIN</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF TOODYAY</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF TRAYNING</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
<b>SHIRE OF WYALKATCHEM</b>	\$3,500.00	\$3,500.00	\$3,500.00	\$10,500.00
Total	\$24,500.00	\$24,500.00	\$24,500.00	\$73,500.00

## SCHEDULE C: IN KIND SUPPORT

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The in-kind support to be provided by Member Councils for the life of the MOU is set out below.

Nothing in this Schedule prevents Member Councils providing additional in-kind support to Pioneers' Pathway Advisory Group over the life of the MOU. Nothing in this Schedule prevents Pioneers' Pathway Advisory Group making a request for additional in-kind support over the life of the MOU. Such a request can be accepted or rejected by Member Councils.

<p><b>SHIRE OF DOWERIN</b> <b>SHIRE OF MERREDIN</b> <b>SHIRE OF NUNGARIN</b> <b>SHIRE OF TOODYAY</b> <b>SHIRE OF TRAYNING</b> <b>SHIRE OF WYALKATCHEM</b></p>	<ul style="list-style-type: none"><li>• Meeting space and catering including but not limited to Council facilities as available and required.</li><li>• Support for the delivery of key activities through communication channels, utilising existing staffing personnel skills, participation in working groups and other appropriate activities</li><li>• Assistance with staffing regional tourism promotions if required</li></ul>
<p><b>SHIRE OF GOOMALLING</b></p>	<ul style="list-style-type: none"><li>• Financial record keeping support to the Pioneers' Pathway Advisory Group.</li><li>• Meeting space and catering including but not limited to Council facilities as available and required.</li><li>• Support for the delivery of key activities through communication channels, utilising existing staffing personnel skills, participation in working groups and other appropriate activities.</li><li>• Assistance with staffing regional tourism promotions if required</li></ul>

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## **SCHEDULE D: TERMS OF REFERENCE, PIONEERS' PATHWAY ADVISORY GROUP MEMBER COUNCIL DELEGATE**

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1. The membership of the Pioneers' Pathway Advisory group will commit to:
  - Attending all scheduled Advisory Group meetings.
  - Wholeheartedly championing the Advisory Group within and outside of work areas.
  - Sharing all communications and information across all Advisory Group members.
  - Making timely decisions and undertaking required actions so as to not hold up the implementation of activities.
  - Only making financial decisions on behalf of Member Councils in relation to the agreed Member Council Investment (Schedule B).
  - Any financial decisions that exceed or are beyond the scope of the Member Council Investment are to be taken back to the Member Council/s before proceeding.
  - Notifying members of the Advisory Group, as soon as practical, if any matter arises which may be deemed to affect the development of the Network.
  - Attending all meetings and if necessary, nominate a proxy.
  
2. Members of the Advisory Group will expect:
  - That each member will be provided with complete, accurate and meaningful information in a timely manner.
  - To be given reasonable time to make key decisions.
  - To be alerted to potential risks and issues that could impact the project, as they arise.
  - Open and honest discussions, without resort to any misleading assertions.
  
3. Meetings
  - All meetings will be chaired by the Pioneers' Pathway Advisory Group Chairperson (appointed annually).
  - A meeting quorum will be four (4) members of the Advisory Group.
  - Decisions made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If not possible, Advisory Group Chair makes final decision.
  - Meeting agendas and minutes will be provided by an independent source (appointed by the Advisory Group) this includes:
    - preparing agendas and supporting papers.
    - preparing meeting notes and information.
  - Meetings will be held 3-4 times per year for 2 hours at hosted on rotation by each Member Council.
  - If required sub-group meetings will be arranged outside of these times at a time convenient to sub-group members.