



Memorandum of Understanding

Bega Valley Shire Council and
Mumbulla Foundation

July 2017 to June 2021



PO Box 492, Bega NSW 2550
P. (02) 6499 2222
F. (02) 6499 2200
E. council@begavalley.nsw.gov.au
W. begavalley.nsw.gov.au

ABN. 26 987 935 332
DX. 4904 Bega

Contents

Financial Relationship	1
Grant Assessment	1
Payment Schedule.....	1
Period of Agreement.....	2
Administration	2
Foundations Responsibilities	2
Council's Responsibilities	2
Termination.....	3
Notices from Council.....	3
Dispute Resolution	3
Public Liability	3

This **MEMORANDUM OF UNDERSTANDING** is made between **BEGA VALLEY SHIRE COUNCIL**, Council Chambers, Zingel Place, Bega (hereinafter called “the Council” and the **MUMBULLA FOUNDATION INC** (hereinafter called “the Foundation”).

Whereas;

The Council acknowledges the community endeavour of the Foundation and supports the Foundation’s work through the implementation of a Community Grants Program (CGP), which aims to progress the social, cultural, economic and environmental status of the Shire and all members of the community within it.

Historically Council has provided annual financial support to the Foundation for the CGP. To fund items which further the implementation of Council’s Community Strategic Plan and key strategic documents.

The Council and the Foundation have agreed that a clear statement of understanding (MOU) is beneficial to the ongoing relationship between the two parties. The first MOU between the two parties was signed in December 2000, and reviewed in 2008, 2011 and 2014. This new agreement supersedes all previous documents.

Financial Relationship

Council will continue to make an annual financial contribution toward the implementation of the CGP. Funding for this will be identified and approved through the Council's normal budget development process, subject to that process Council will contribute \$25 000 per annum plus an additional \$10 000 per annum from the Southern Phone Dividend. The Foundation will be advised in July of each year as to the allocation being approved. The Foundation will provide funding from its own resources, equal to or greater than, the contribution from Council unless Council decides otherwise. The Foundation will advise Council of its capacity to match funds by April of each year.

Council will provide an annual financial contribution of \$5000 to the Foundation's administration and promotion of the CGP. Any unspent funds from the administration component must be added to the following years grant allocation.

Grant Assessment

The Mumbulla Foundation will facilitate the Grants Assessment process each year.

An assessment panel will be formed each year comprising representatives of the Mumbulla Foundation and Bega Valley Shire Council. The CGP Guidelines will be reviewed by the Grant Assessment Panel prior to the commencement of the funding round each year.

The Council and the Foundation agree that the key criterion for assessing individual grant applications funded by Council's annual allocation will be projects that address issues identified in Council's Community Strategic Plan and Key Strategic Documents, including the social and cultural issues papers.

The panel will meet and jointly assess applications to the CGP and make recommendations to the Mumbulla Foundation Board and Bega Valley Shire Council for endorsement.

Funds will be allocated in line with this MOU and the CGP guidelines with regards to the following:

- Funding criteria and priorities
- Funding round timeframes
- Guidelines in advertisements seeking grant applications
- Annual Grant Application Form

Payment Schedule

Council will provide the approved funding to the Foundation upon presentation of a tax invoice following adoption of the annual operational plan and budget.

Period of Agreement

The period of agreement will be for a period of four years from the date of execution of this agreement, in line with Council terms. This agreement is subject to the adoption of budget allocations by the Council to the CGP on an annual basis.

Administration

All documentation, including media releases, relating to the CGP will bear the logos of both Council and the Foundation and acknowledge the partnership between Council and the Foundation. All correspondence for the CGP will be through the Foundation.

Foundations Responsibilities

The Foundation shall:

- 1 Manage the administration of the CGP grant round each year in consultation with Council
- 2 Nominate representatives to the Grant Assessment Panel (maximum of four)
- 3 Provide copies of all grant applications under the CGP to all members of the assessment panel
- 4 Coordinate the preparation of a tabulated report by the Grant Assessment panel during the assessment process, for subsequent Council endorsement. The report will include the following information:
 - Organisation Name
 - Geographic location
 - Activity Funded
 - Amount funded
 - Links to Council's Strategic documents including the social and cultural issues papers as noted in the application
 - Information on whether previous Mumbulla Foundation grant funding has been received
- 5 Provide to Council a copy of its annual report and details of the expenditure of the administration funding provided by Council

Council's Responsibilities

The Council shall:

- 1 Nominate a Councillor to represent Council at meetings of the Foundation Board
- 2 Nominate representatives to the Grant Assessment Panel (maximum of two)
- 3 Assist with the promotion of the CGP grant round each year
- 4 Invite representatives of the Mumbulla Foundation to participate in relevant consultations on social and community issues

Termination

Either the Council or the Foundation has the right to end this partnership. This must be in writing at least two months prior to the start of any funding round.

Notices from Council

Notices given by the Council under this Agreement may be given in writing by the General Manager or the Director Community, Relations and Leisure.


Dispute Resolution

A party claiming that a dispute has arisen in relation to this Agreement must give written notice to the other party specifying the nature of the dispute within seven days of becoming aware of the dispute.

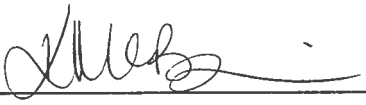
Public Liability

Both parties will maintain current and appropriate levels of public liability insurance.

The Council of the Shire of Bega Valley was hereunto Affixed this 8th day of August 2017 in pursuance of a resolution of Council passed on the 7th day of June 2017.



General Manager

Leanne Barnes


Mayor

Cr Kristy McBain

Executed on behalf of the Mumbulla Foundation Inc on the 8th day of August 2017.



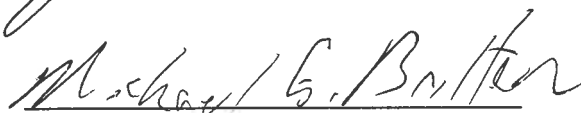
Name



Position



Witness



Name