

**BEGA VALLEY SHIRE
COUNCIL**

Memorandum of Understanding

Bega Valley Shire Council and
Mumbulla Foundation

July 2014 – June 2017



Bega Valley Shire Council

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**Memorandum of Understanding
Between Bega Valley Shire Council and
Mumbulla Foundation**

July 2014

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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;

- a) 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.
- b) Historically the Council has provided annual financial support to the Foundation for the CGP. Councils funding to the Foundation is to be allocated for a social planning component of the CGP. All items funded must be demonstrated to further the implementation of Council's Community Strategic Plan and key directions.
- c) 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 and 2011. This new agreement supersedes all previous documents.

Now this MOU witnesses as follows:

1. 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. The Foundation will be advised by mid-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. The funds thus raised by the Foundation will be allocated and managed by the Foundation. Historically the amount of funding provided by each party has been in the order of \$25,000 per year.

Council will also contribute an annual financial contribution to the administration and promotion of the CGP. Since 2002, this amount has been \$5000.00 per year.

Each year funds will be allocated through a process conducted by the Foundation in consultation with Bega Valley Shire Council especially with regards to the:

- Funding criteria
- Funding round timeframes
- Grant guidelines
- Annual Grant Application Form



2. 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.

3. Period of agreement.

The period of agreement will be three years from the date of execution of this agreement. This agreement is subject to the adoption of budget allocations by the Council to the CGP on an annual basis.

4. Monitoring and reporting

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.

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.

At the conclusion of each funding round the Foundation will report to the Council on funding committed, the groups that received funding and an outline of the projects.

5. The foundation's responsibilities

The Foundation shall:

- a) Determine the eligibility of all expressions of interest prior to the application process
- b) Provide within the application process that enables the applicants do identify how their application links to Council strategic documents.
- c) Provide a copy of the grant applications under this component of the CGP to Council for assessment
- d) Provide a copy of its annual report to Council
- e) Provide a written report to Council within three months of the conclusion of each funding round. The report will consist of an analysis of the funding round including a breakdown of grant recipients based on:
 - Geographic location
 - Organisational type
 - Activity



- Amount funded
 - Links to the Social Plan as noted in the application
 - Information on previous funding received
- f) Provide Council with a breakdown of its administration and promotions expenditure including in-kind contributions
- g) Any unspent funds from the \$5000 administration component, as identified in 5(f), must be added to the following years grant allocation

6. Council's responsibilities

The Council shall:

- a) Nominate a Councillor to represent Council at meetings of the Foundation Board.
- b) Identify an appropriate staff member to work on the grants process to assess eligible expressions of interest and applications jointly with the Foundation.
- c) Invite representatives of the Mumbulla Foundation to participate in relevant consultations on social and community issues.

7. 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.

8. Notices from Council

- a) Notices given by the Council under this Agreement may be given in writing by the General Manager or the Group Manager Community Relations and Leisure.

9. Dispute resolution

- a) 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.

10. Public liability

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



THE COUNCIL OF THE SHIRE
OF BEGA VALLEY was hereunto
Affixed this 27 day of Aug 2014
in pursuance of a resolution
of Council passed on the 30 day of June 2014.

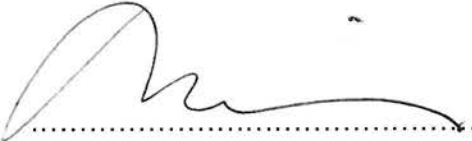


PL General Manager



Mayor

Executed on behalf of the Mumbulla Foundation
On the 27 day of Aug 2014.



Name

CHAIR

Position



Witness

Peter Law

Name