



MEMORANDUM OF UNDERSTANDING BETWEEN

THE SHIRE OF MERREDIN

AND

THE MERREDIN SPORTS COUNCIL INC

This Memorandum of Understanding (MoU) is entered into by the above-named Parties to outline the role and relationship between the Merredin Sports Council Inc and the Shire of Merredin.

Parties to the MoU

The **Shire of Merredin** is a local government entity formed under the Local Government Act 2015.

The **Merredin Sports Council Inc** is a not-for-profit organisation under the Associations Incorporation Act 2015 with the objects to:

- Provide a central point of communication between sporting groups and the Shire of Merredin;
- Promote cooperation between all users of the Merredin Regional Community and Leisure Centre (MRCLC);
- Encourage the promotion and development of community sport and recreation groups, programs and activities in the Shire of Merredin; and
- Provide a forum for sport and recreation planning.

Background

The Merredin Sports Council Inc was formed in XX and it has sports clubs and associations as members. It is a volunteer association, not for profit in nature and meets as required. It has an Executive of XX

There are currently 14 primary user groups of the MRCLC. The Merredin Sports Council is the peak body representing these user groups.

Purpose

The purpose of this MoU is to clarify the means by which the Shire of Merredin and the Merredin Sports Council will work together.

Objectives

The objectives of this MoU are to:

- 1) Help both parties disseminate information between each other and their respective reporting relationships
- 2) Formally acknowledge the intent of the Shire of Merredin and the Merredin Sports Council to work together in the best interests of all user groups of the MRCLC.
- 3) Nurture a sense of place for sport, recreation, leisure and community activities at the MRCLC
- 4) Achieve mutually desired outcomes, including maximising use and patronage of the MRCLC, membership of user groups, participation and engagement in sport, recreation, leisure and community activities at the MRCLC.
- 5) Foster a supportive, respectful, and trusting working relationship between both parties
- 6) Increase knowledge, information, and resource sharing between the parties.
- 7) Enable joint planning for the future development of the MRCLC and sport and recreation in the Shire of Merredin.

Commencement and Review

This MoU will commence on [...] and will, unless terminated by either party operate for a period of [...] years with the option to renew available to be exercised if agreeance is reached by both Parties.

The Parties agree to review this MoU every two years, to determine whether the objects of the MoU are being achieved.

Termination

Either party reserves the right to terminate this MoU at any time on giving the other 30 days' notice in writing to that effect.

Terms of the Agreement

The following are negotiated undertakings specific to the Shire of Merredin and Merredin Sports Council under this MoU.

The Shire of Merredin agrees to:

- 1) Recognise the Merredin Sports Council as the peak advocacy body for sport and recreation user groups at the MRCLC ~~in the Shire~~ and the line of communication from the Shire to the Sports Council members.
- 2) Familiarise themselves with the Merredin Sports Council Asset and Renewal Plan
- 3) In accordance with the Shire of Merredin Policy 6.19, Sporting Infrastructure Renewal, *“determine sporting facilities requiring current and future facility development or renewal within the Merredin Regional Community & Leisure Centre precinct in conjunction with the Merredin Sports Council and sporting Associations and/or Clubs.”*
- 4) Ensure that the Merredin Sports Council are reasonably consulted with prior to any decisions regarding use, fees and/or planning of the Merredin Regional Community and Leisure Centre that has/or may affect members of the Merredin Sports Council.
- 5) Attend meetings of the Merredin Sports Council when requested

The Merredin Sports Council agrees to:

- 1) Conduct their activities in accordance with the Merredin Sports Council constitution;
- 2) Respond to requests for information from the Shire of Merredin.

The Parties acknowledge that this MoU is not a legally binding document and its provisions do not create rights, obligations, or duties for either Party.

Guiding Principles for Collaboration

The operation of this MoU is underpinned by the principle of open and honest communication between the Parties. The following terms describe the Parties separate and joint responsibilities to ensure this principle is upheld:

Communications Protocol

- The Shire of Merredin nominates the MRCLC Manager as its Principal Contact Person;
- The Merredin Sports Council nominates the Chairperson as its Principal Contact Person and will inform the Shire immediately of any change;
- The Parties agree that the Principal Contact Person will be the formal point of contact in the first instance and neither Party shall enter into formal communication on any matter contained within this MoU with any person other than the Principal Contact Person;
- It is the responsibility of each Party to ensure communications are related to their respective management body / members; and
- Neither Party shall bear responsibility for communication shortcomings if they have taken steps to ensure their responsibilities under this protocol are properly administered.

Joint Undertakings

- The Parties will work together to nurture a sense of place for sport, recreation and community user groups at the MRCLC
- The Parties will work towards enabling and promoting the maximum use of the MRCLC by sport, recreation and community user groups
- The Parties will endeavour to communicate openly in all matters and shall do so with all convenient speed and as often as the need arises;
- The Parties undertake to communicate any issue or matter of relevance to the efficient management of the MRCLC or interpretation of this MoU; and
- Neither Party shall withhold information that is relevant to the efficient management of the MRCLC or operation of this MoU.

Dispute Resolution

The Parties agree to adhere to the terms of this MoU to the best of their ability. Should a dispute arise over any aspect of this MoU the Parties will adopt the following process in an effort to negotiate a satisfactory resolution:

Stage 1	Direct communication between the MRCLC Manager and the Merredin
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Sports Council Chairperson to discuss the matter in dispute and negotiate a mutually acceptable resolution.

Stage 2 If the dispute cannot be resolved between the MRCLC Manager and the Merredin Sports Council Chairperson, the Shire of Merredin Deputy CEO will be appointed as a mediator and initiate a meeting of all Parties.

Final Arbiter The Shire of Merredin will act as the final arbiter in any dispute.

The point of reference for determining whether the MoU has been breached will be the understandings and the responsibilities contained in the MoU.

Signed on behalf of the Shire of Merredin:

Name: _____

Chief Executive Officer

Signature: _____

Name: _____

Shire President

Signature: _____

Date: _____

Signed on behalf of the Merredin Sports Council:

Name: _____

Chairperson

Signature: _____

Name: _____

Vice Chairperson

Signature: _____

Date: _____