

MEMORANDUM OF UNDERSTANDING
Community Development Coordinator Program
Warrumbungle Shire Council
2021 – 2025 DRAFT CONSULTATION DOCUMENT

This *Memorandum of Understanding* is made on the [insert date] between [insert group] (hereinafter named 'the Group') and **Warrumbungle Shire Council**, (hereinafter called 'Council'), for a **four (4) year** period commencing **1 July 2021** and terminating **30 June 2025**.

The *Memorandum of Understanding* relates to the provision of funding, by Council, to be used by the Group to employ a part-time *Community Development Coordinator* to meet the terms and conditions of this *Memorandum of Understanding*.

The Group undertakes to meet the following *terms and conditions* as part of this agreement:

1. The Group are to use Council's financial contribution of \$25,000 plus GST per annum for the employment and / or engagement of a *Community Development Coordinator* for a minimum of ~~eight ten (810)~~ hours per week. The method of engagement, for example employee or contractor, is to be determined by the Group.

1.1 Further to this, the Group are to use Council's financial contribution of \$25,000 plus GST for relevant employment related expenses including:

- payment of respective workers compensation, tax and superannuation benefits, and any other employee related obligations, for the *Community Development Coordinator*
- office related expenses for the *Community Development Coordinator* such as rent and equipment (including all mobile phone and internet access expenses)
- relevant training and professional development opportunities for the *Community Development Coordinator*
- Reimbursement for petrol to attend local/community/Shire-based meetings.

1.2 There is no expectation by Council that the entire amount of funding will be spent on wages and/ salaries for the *Community Development Coordinator*. It is at the discretion of the Group to determine how much is spent on salaries and / or wages for the *Community Development Coordinator*, beyond the minimum requirement of ~~eight ten (810)~~ hours per week as outlined above for a period up to 50 weeks.

1.3 The Council contribution will be indexed annually in July by the ratepegging limit.

1.4 The amount of Council contribution is to be reduced proportionally for the period that a coordinator is not paid.

2. The auspice Group is to be incorporated and maintain public liability insurance coverage of \$20 million at all times during the course of the Agreement. A copy of the Group's *Incorporation Number* and *Certificate of Currency* should be affixed to this agreement and provided on an

annual basis to Council.

3. The Group is to adhere to all employer responsibilities for Equal Employment Opportunities, Workplace Health and Safety, and any other relevant legislative requirements.
4. The Group is responsible for ensuring that the *Community Development Coordinator* achieves the following outcomes:-
 - Is successful in securing with, or on behalf of local community groups, organisations, services and agencies, external funding of at least \$70,000 per annum, for the four (4) year period, for the local community. That is, revenue achieved additional to Warrumbungle Shire Councils local funding opportunities.
 - Provision of support to locally based community organisations to coordinate and promote local events.
 - Provision of support to Council for locally based community events as well as tourism and economic development activities and regional initiatives that are identified by the Tourism and Economic Development priorities for the LGA in each operating year: 2020/2021.
 - Provision of the following reports to Council:
 - Monthly Reports – as per Monthly Reports provided to the Group
 - Annual Report – as per the Annual Report provided to the Group
 - Special Reports as requested by Council
 - Annual Financial Statements for the Group
 - Attend at least ~~two~~ 50% of the *Community Development Coordinator* ~~Quarterly Meetings~~ convened by Council.

~~Attendance at Warrumbungle Shire Council's Economic Development and Tourism Advisory Committee at to be at the discretion of the Group.~~

5. In the event of the *Community Development Coordinator* position becoming vacant, the Group is responsible for conducting a full and proper recruitment process, including advertising. Once applications are received, the *Group* is to include a representative from *Warrumbungle Shire Council* on the *Selection Panel*. This representative is to be at the discretion of the Council General Manager. *The Group* may also choose to include a *Councillor* from *Warrumbungle Shire Council* on the *Selection Panel*. The *Councillor* is to be in addition to, not instead of, the representative from *Warrumbungle Shire Council*.

6. As part of the terms and conditions of this **Memorandum of Understanding**, the *Community Development Coordinator* is not to hold a position on the *Executive* of the Group. For the purposes of this **Memorandum of Understanding**, the *Executive* will include the President, Vice President, Secretary, Public Officer and Treasurer positions, or any other position considered

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to be an *Executive* position by the Group.

7. As per the terms of this **Memorandum of Understanding**, Council undertakes to provide the Group with a grant for the amount of \$25,000 per annum upon the receipt of a tax invoice. Payments will be made in equivalent amounts for each year of the agreement, in July, November and March with GST to be added to the amounts.

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8. Council's direct financial contribution to the Group is limited to that stated above.

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9. Payments will only be made by Council if all terms and conditions of the Memorandum of Understanding are being met at the time the payment falls due. This includes, but is not limited to, Council having a copy of a current *Certificate of Currency* and all reporting being up to date.

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10. Further to this, the November payment will only be made after the Group has provided a copy of their annual financial statements to Council. If the Group does not expend the entire amount of annual funding, the unspent funding can be rolled over in to the next financial year.

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[Insert Group Name]

Warrumbungle Shire Council

President

General Manager

Secretary

Date

Date