

MEMORANDUM OF UNDERSTANDING

MOU 2025-01

BETWEEN
SHIRE OF DOWERIN
AND
DOWERIN COMMUNITY CLUB INC.

1. Objective

- 1.1 The Shire of Dowerin and the Dowerin Community Club Inc. (DCC) acknowledge the importance of community cropping initiatives and wish to document the terms of their cooperation in this Memorandum of Understanding (MoU).
- 1.2 This MoU is not a legally binding contract, but an agreement based on mutual understanding and respect, which may only be amended by agreement of both parties.

2. Purpose

- 2.1 This MoU establishes a cooperative relationship between the parties regarding the use of Amery Acres for community cropping, supporting the DCC's fundraising efforts while ensuring sustainable land management.
- 2.2 The agreement outlines the rights and responsibilities of both parties and provides a framework for the operation of cropping activities in accordance with community and environmental expectations.

3. Review and Evaluation

- 3.1 This MoU is effective from 1 April 2025 to 31 March 2026.
- 3.2 Either party may terminate this agreement with 30 days' written notice if circumstances change or obligations are not met.

4. Responsibilities of the Shire of Dowerin

The Shire of Dowerin agrees to:

- 4.1 Permit the DCC to use Amery Acres (Reserve Number 49356, Lot 320 on Plan 58773) for cropping activities during the agreed term.
- 4.2 Conduct periodic inspections to ensure compliance with the terms of this MoU.
- 4.3 Maintain records of land use and any compliance concerns.
- 4.4 Provide assistance or guidance on land management if required and agreed upon.
- 4.5 Ensure that any proposed modifications or infrastructure changes on the land are reviewed and approved as necessary.

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5. Responsibilities of the Dowerin Community Club Inc.

The DCC agrees to:

- 5.1 Undertake all cropping activities in accordance with best agricultural practices, including soil conservation, weed control, and firebreak maintenance.
- 5.2 Maintain the land in good condition, ensuring that fences, gates, and access points remain functional and secure.
- 5.3 Prevent unauthorised access or use of the land and ensure all activities comply with relevant regulations.
- 5.4 Cover all operational costs, including seeding, fertilisation, pest control, and harvesting.
- 5.5 Provide the Shire with a written report at the end of the cropping season detailing crop yields, financial outcomes, and how funds will be allocated for community benefit.
- 5.6 Ensure that all funds raised through cropping activities are reinvested into local projects, infrastructure improvements, or community services.
- 5.7 Seek prior written approval from the Shire before making any significant modifications or installing infrastructure on the land.

6. Insurance and Risk Management

- 6.1 The DCC must maintain adequate public liability insurance for a minimum of \$10,000,000, providing the Shire with a current certificate of currency within one month of renewal.
- 6.2 The DCC must hold workers' compensation insurance for any employees or volunteers involved in cropping activities.
- 6.3 The DCC assumes full responsibility for any risks associated with cropping, including damage to property, personal injuries, and liabilities arising from its activities.
- 6.4 The Shire will not be held responsible for financial losses due to adverse weather conditions, crop failures, or market fluctuations.

7. Communications and Consultation Framework

- 7.1 The Shire of Dowerin nominates the Chief Executive Officer as the primary contact for all matters relating to this MoU.
- 7.2 The DCC nominates a designated representative who will serve as the primary contact for communications and reporting.
- 7.3 Any proposed amendments to this MoU must be provided in writing and agreed upon by both parties before taking effect.
- 7.4 The parties agree to communicate openly and transparently, ensuring any issues or concerns are addressed in a timely manner.

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8. Breach and Dispute Resolution

- 8.1 If either party fails to meet their obligations under this MoU, the following steps will be taken:
- The concerned party will raise the issue with the designated contact for resolution.
 - If unresolved, the issue will be escalated to the Chief Executive Officer of the Shire of Dowerin.
 - If necessary, a formal meeting will be held between both parties to negotiate a resolution.
- 8.2 Both parties agree to act in good faith and make all reasonable efforts to resolve disputes cooperatively.

9. Communications and Consultation Framework

- 9.1 The Shire of Dowerin nominates the following persons as its Principal Contact Persons:

Administration & Finance	Manager of Corporate Services
Asset Maintenance/Queries	Manager of Infrastructure and Projects

- 9.2 The Parties agree that only the Principal Contact Person will be the formal point of contact in the first instance and neither Party shall enter formal communications on any matter contained within this Memorandum of Understanding with any person other than the Principal Contact Person.
- 9.3 It is the responsibility of each Party to ensure communications are relayed to their respective parties.
- 9.4 Neither Party shall bear responsibility for communication shortcomings if they have taken steps to ensure their responsibilities under this framework are properly administered.
- 9.5 In the event that either Party wishes to make amendments to any element of the Memorandum of Understanding outside of the standard review period, written notification must be provided, and any modifications must be sighted, signed, and mutually agreed upon by Parties.
- 9.6 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.
- 9.7 The Parties undertake to communicate any issue or matter of relevance to the efficient administration or interpretation of this Memorandum of Understanding.
- 9.8 Neither Party shall withhold information that is relevant to the land or administration of this Memorandum of Understanding.

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10. Effective Dates and Signatures

This Memorandum of Understanding is effective from 1 April 2025 to 31 March 2026.

SIGNED ON BEHALF OF THE DOWERIN COMMUNITY CLUB	
President	
Signature	
Date	

SIGNED ON BEHALF OF THE SHIRE OF DOWERIN	
Chief Executive Officer	
Signature	
Date	