

ATTACHMENT TO AGENDA ITEM

Ordinary Meeting

19 March 2019

Agenda Item 9.3 Goulburn River Valley Tourism Memorandum of Understanding (MOU) and Greater Shepparton City Council

Attachment 1 GRVT MOU 2018-2021577



MEMORANDUM OF UNDERSTANDING

Between: GOULBURN RIVER VALLEY TOURISM LTD

And: GREATER SHEPPARTON CITY COUNCIL
MITCHELL SHIRE COUNCIL
MURRINDINDI SHIRE COUNCIL
STRATHBOGIE SHIRE COUNCIL



Parties to the Agreement

.....

The parties to this Memorandum of Understanding (MOU) are:

GOULBURN RIVER VALLEY TOURISM, ACN 148 973 095 a Company Limited by Guarantee registered under the *Corporations Act 2001* and member Councils established under the *Local Government Act 1989*:

GREATER SHEPPARTON CITY COUNCIL

MITCHELL SHIRE COUNCIL

MURRINDINDI SHIRE COUNCIL

STRATHBOGIE SHIRE COUNCIL

Preamble

.....

1. Memorandums of Understanding (MOUs) covering the periods 1 July 2009 – 30 June 2012, 1 July 2012 – 30 June 2015 and 1 July 2015 – 30 June 2018 have been in place to provide funding to Goulburn River Valley Tourism ('the Company') and its predecessor organisation 'United Approach to Tourism'.
2. Goulburn River Valley Tourism was formally established as a legal entity, a company limited by guarantee, in March 2011.
3. The company has four members, the Councils listed as parties to this MOU. The liability of each member Council is limited to \$100 as per the constitution of the Company. Goulburn River Valley Tourism will not expand its membership base to include new municipal members unless agreed to by the Board and all existing Member Councils.
4. This MOU has been drafted to secure funding with *Greater Shepparton City Council* for a further two year period (1 July 2018 – 30 June 2020) with an option of a one year extension (1 July 2020 – 30 June 2021) for Goulburn River Valley Tourism.
5. This MOU has been drafted to secure funding with *Mitchell Shire Council* a further one year (1 July 2018 – 30 June 2019) with an option of a one year extension (1 July 2019 – 30 June 2020) for Goulburn River Valley Tourism.
6. This MOU has been drafted to secure funding with *Murrindindi Shire Council* a further one year (1 July 2018 – 30 June 2019) for Goulburn River Valley Tourism.
7. This MOU has been drafted to secure funding with *Strathbogrie Shire Council* a further one year (1 July 2018 – 30 June 2019) for Goulburn River Valley Tourism.
8. The Parties to this MOU acknowledge the strategic context within which this MOU is signed, that being the current Victorian Government Reviews into the Victorian Visitor Economy and Regional Service Delivery, and the outcomes such reviews may have on the role of the company, the Goulburn River Valley region ('the region') and this MOU.
9. This MOU may be renegotiated or renewed by further agreement between the parties to this MOU.

10. The Parties to this MOU have recorded their understandings and obligations and as signatories to this document agree to the following:

Goulburn River Valley Tourism

.....

Objectives of Goulburn River Valley Tourism

11. To be the independent peak regional tourism body for the municipalities served by Greater Shepparton City Council, Mitchell Shire Council, Murrindindi Shire Council and Strathbogie Shire Council ('the region').
12. To maximise the economic return from the visitor economy through promoting and developing the tourism industry of the region.

Goulburn River Valley Tourism Role

13. The role of Goulburn River Valley Tourism for the duration of this MOU will be to:
- develop and oversee the delivery of the 2018 – 2021 Strategic Plan for the region
 - develop and oversee the delivery of the yearly Business Plan for the organisation
 - ensure industry relationships are nurtured and developed through communication channels, activities, events, professional development and other appropriate mechanisms
 - ensure regular and formal communication with key stakeholders including Member Councils, Visit Victoria, Regional Tourism Boards, Local Tourism Associations, peak industry bodies and relevant government agencies
 - develop and coordinate policy and mechanisms to provide a consistent approach and application to tourism activities across the region
 - act as an independent voice and advocate on behalf of the tourism industry of the region
 - provide Council and key stakeholders with quarterly statistical reports relating to tourism performance in the region
 - work with other Regional Tourism Boards in particular North East Tourism, Murray Regional Tourism, Daylesford Macedon Ranges and Yarra Ranges Tourism (or their successors) to identify and engage in opportunities of benefit to operators in the Goulburn River Valley region
 - develop self-generating funding to contribute towards the financial sustainability of the Company
 - source, wherever possible, additional funding through industry and funding bodies to support the costs of delivery of projects
 - adhere to all financial and legal responsibilities of the Company.

Member Councils

.....

Objectives of Member Councils

14. To have an effective independent peak regional tourism body for the municipalities served by Greater Shepparton City Council, Mitchell Shire Council, Murrindindi Shire Council and Strathbogie Shire Council.

15. To have Goulburn River Valley Tourism deliver specific strategic functions for the region including:
 - marketing
 - development
 - industry
 - product
 - skills
 - investment
 - engagement
 - advocacy

Member Council Role

16. The role of each Member Council for the duration of this MOU will be to:
 - acknowledge the role of Goulburn River Valley Tourism as the peak regional tourism organisation for the region and actively promote the Heart of Victoria brand and assets via council collateral
 - nominate Directors – one representative and one skills based - in accordance with the Goulburn River Valley Tourism constitution
 - work cooperatively with Goulburn River Valley Tourism on agreed projects, activities and standards in line with the 2018-2021 Strategic Plan.
 - ensure regular communication, both formal and informal, is maintained with Goulburn River Valley Tourism on matters of joint interest
 - support the involvement of relevant Council staff in appropriate Goulburn River Valley Tourism activities
 - recognise and promote Goulburn River Valley Tourism through Council distribution channels as appropriate
 - deliver and coordinate tourism functions at a council level including the management of signage, events, applications, compliance and associated activities
 - work with entities as represented by (but not limited to) Local Tourism Associations, Chambers of Commerce, special interest groups and industry associations to develop tourism at local level
 - manage and staff Visitor Information Centres (where relevant) or assign this function accordingly.

Communication between Parties
.....

17. All parties recognise the importance of regular communication – both formal and informal to the success of tourism in the region and commit to open and regular dialogue.
18. Goulburn River Valley Tourism will:
- report to Member Council CEOs on a six-monthly basis on progress against key performance indicators
 - present yearly to Councillors on the activities of Goulburn River Valley Tourism
 - attend Council meetings or briefings to discuss or present on tourism related issues if requested
 - circulate draft minutes of Board meetings to Representative Directors in a timely manner
 - communicate with Council and relevant staff via regular electronic communication
 - produce an Annual Report on the financial position and activities of the company
 - raise directly with member Councils any issues, concerns, queries or questions it may have in relation to activities, function, performance or obligations under this MOU.
19. Member Councils will:
- ensure that Goulburn River Valley Tourism is briefed on, and kept informed of, tourism matters that have regional significance as and when appropriate
 - encourage Councillors to attend yearly Goulburn River Valley Tourism briefings
 - provide opportunities for Goulburn River Valley Tourism to brief or present to Councillors as and when deemed necessary
 - recognise and promote Goulburn River Valley Tourism through Council distribution channels as appropriate
 - raise directly with Goulburn River Valley Tourism any issues, concerns, queries or questions it may have in relation to its activities, function, performance or obligations under this MOU.

Key Performance Indicators

20. The key performance indicators that Goulburn River Valley Tourism will aim to achieve for the life of the MOU will be subject to negotiation between the company and Member Councils on an annual basis. The Key Performance Indicators will be detailed annually in Schedule A of this MOU.
21. Continued investment for years two and three of the MOU will be subject to agreement between Member Councils and Goulburn River Valley Tourism that satisfactory progress has been made against the key performance indicators, detailed in Schedule A of this MOU.

Member Council Investment

22. The agreed level of investment from Member Councils (exclusive of GST) is contained in Schedule B of this MOU. Contributions in years two and three will be subject to CPI increases.
23. By signing this MOU, Member Councils acknowledge that they are committing to expenditure in future budgets, for the life of the MOU, providing Goulburn River Valley Tourism delivers on the key performance indicators as detailed in Schedule A to the satisfaction of Member Councils.
24. Despite Clause 23, should a State Government Regional Tourism Board restructure occur whereby official regions are reduced in number or if the geographical area relevant to this MOU achieves official State Government Regional Tourism Board recognition and funding, each Member Council reserves the right to reconsider its position in relation to this MOU.
25. Despite clause 23, should a member Council withdraw or not extend membership under this MOU, member Councils have the right to reconsider their own membership and withdraw from the MOU.
26. Annual payments are to be made following the receipt of a tax invoice from Goulburn River Valley Tourism. Payments from Councils will be made no later than 30 August each year or 30 days after the date of issue of the invoice, whichever is latest.
27. The In-kind support from Member Councils is contained in Schedule C of this MOU. Nothing in Schedule C reduces the Member Council contributions as outlined in Schedule B of this MOU.

Dispute Resolution

28. If any dispute arises between the parties carrying out the principles of this Memorandum of Understanding, the parties will seek bona fide to resolve that difference or dispute between them.
29. Any disputes arising from this MOU will be first referred to a joint meeting of the Chair of Goulburn River Valley Tourism, one representative from each Member Council and a representative of Visit Victoria. Visit Victoria will convene and manage this process unless it is deemed to be a party to the dispute or otherwise decline to

participate. If Visit Victoria is a party to the dispute or declines, an external independent mediator will oversee the process.

30. Final dispute resolution, if required, will be referred to a Committee consisting of one representative from each Member Council, Goulburn River Valley Tourism, Visit Victoria and an independent industry representative. Visit Victoria will convene the meeting and chair the Dispute Resolution Committee. If Visit Victoria is a party to the dispute or declines, an external independent mediator will convene and chair the Committee.
31. The independent industry representative will be appointed by a group consisting of a representative from each Member Council, Goulburn River Valley Tourism and Visit Victoria or another such external body agreed by the parties to the dispute.
32. An external independent mediator will be appointed by the Mediator President of the Law Society of Victoria or his or her representative if it is deemed Visit Victoria is a party to a dispute or declines to participate. The independent mediator must be a person acceptable to all parties to the dispute.

Parties Agree to be Bound

.....

33. It is the intention that this MOU be binding on the parties without the right of withdrawal from the agreement except where there is fundamental breach of any term or condition of this MOU or where there is a fundamental material change in the strategic context within which Goulburn River Valley Tourism operates.
34. In the case of a dispute, all parties agree that they will not withdraw from this MOU until such time as the prescribed dispute resolution process has been employed and it has been established that a fundamental breach has occurred and that this fundamental breach cannot be remedied to the satisfaction of the parties in dispute.

Terms of MOU

.....

35. Negotiations to renew the extension of the MOU with *Greater Shepparton City Council* must be completed by 31 March 2020. Negotiations to renew the MOU with *Greater Shepparton City Council* for a further period beyond this MOU must be commenced by 31 December 2020 and must be completed by 31 March 2021.
36. Negotiations to renew the extension of the MOU with *Mitchell Shire Council* must be completed by 31 March 2019. Negotiations to renew the MOU with *Mitchell Shire Council* for a further period beyond this MOU must be commenced by 31 December 2019 and must be completed by 31 March 2020.
37. Negotiations to renew the MOU with *Murrindindi Shire Council* for a further period beyond this MOU must be commenced by 31 December 2018 and must be completed by 31 March 2019.
38. Negotiations to renew the MOU with *Strathbogie Shire Council* for a further period beyond this MOU must be commenced by 31 December 2018 and must be completed by 31 March 2019.

39. If Goulburn River Valley Tourism is wound up all funds held will be transferred in line with the Winding Up clause in the Constitution of the company.
40. Each party maintains the right to exercise its individual powers as it sees fit.
41. This Memorandum of Understanding lapses on 30 June 2021 with Greater Shepparton City Council, 30 June 2020 with Mitchell Shire Council and 30 June 2019 with Murrindindi Shire Council and Strathbogie Shire Council.

The parties to this Memorandum of Understanding are:

GOULBURN RIVER VALLEY TOURISM LTD

Signature: _____

Annie Fletcher-Nicholls
Chair - Goulburn River Valley Tourism

Date: ___/___/___

Witness: _____

and

GREATER SHEPPARTON CITY COUNCIL

Signature: _____

Peter Harriott
Chief Executive Officer - Greater Shepparton City Council

Date: ___/___/___

Witness: _____

and

MITCHELL SHIRE COUNCIL

Signature: _____

David Turnbull
Chief Executive Officer - Mitchell Shire Council

Date: ___/___/___

Witness: _____

and

MURRINDINDI SHIRE COUNCIL

Signature: _____

Craig Lloyd
Interim Chief Executive Officer - Murrindindi Shire Council

Date: ___/___/___

Witness: _____

and

STRATHBOGIE SHIRE COUNCIL

Signature: _____

Steve Crawcour
Chief Executive Officer - Strathbogrie Shire Council

Date: ___/___/___

Witness: _____

SCHEDULE A – 2018 2019 Performance Indicators

Goulburn River Valley Tourism has identified several strategic areas of priority for the life of 2018-2021 MOU:

- Marketing
- Development
- Engagement
- Advocacy
- Our Business

The strategic priority areas will be reviewed annually, in accordance with the 2018-2021 Strategic Plan. Subsequent key performance indicators will be developed for incorporation into Schedule A on an annual basis.

The 2018-2019 tactics for delivery and key performance indicators, against the 2018-2021 Strategic Areas, are listed below.

Performance Indicator		Unit of Measure	2018-2019 Target
Marketing			
1.	Number of people reached through consumer campaigns and made aware of the assets of the region via print, online, TV/radio and social distribution channels.	Number (thousands)	200
2.	Consumer interest/intent to visit the region is measured by visitor surveys and increases year to year.	Per cent increase	50%
3.	Value of media coverage generated promoting regional tourism assets and the region in general via print, online, TV/radio and social distribution channels and influencers.	\$ million	1
Development			
4.	Number of tourism operators across the region who receive benefit from GRVT increases. This can be carried out via face-to-face and online workshops, printed and electronic resources, and one-on-one consultation.	Per cent increase	100%
5.	Tailored and industry specific vocational training delivered to tourism operators and their staff to increase the quality of product delivery across the region.	Individuals participating	25
Engagement			
6.	GRVT and Councils partner on the delivery of projects of regional significance, increasing the capacity of the visitor economy.	Number	5
7.	Communication touchpoints with industry increases, and becomes more consistent including workshops, social media, e-newsletters, drop-ins and other events.	Number	52
Advocacy			
8.	Build and maintain key relationships with regional, State and Federal agencies and bureaucrats including relevant MPs, RDV, Visit Victoria, VTIC, Goulburn Partnerships, GMW, Parks Vic, LBTAs and industry groups.	Number	25
9.	Progressive efforts towards achieving official State	Number of	25

	Government Regional Tourism Board recognition and funding.	lobby touch points	
Our Business			
10	Establish new revenue streams in addition to current budget, that enable further marketing, development, engagement and advocacy efforts.	\$ thousand	20
11.	Meet business and governance compliance as required.	Per cent	100

SCHEDULE B – Member Council Investment

The annual investment by Member Councils for the life of this MOU is set out below. It is noted that all amounts are exclusive of GST.

Investment in years two and three of the MOU are subject to CPI ¹ adjustment.

Annual Investment	2017-2018	2018-2019 ²	2019-2020	2020-2021
Greater Shepparton City Council	\$99,843	\$102,040	\$104,285	\$106,579
Mitchell Shire Council	\$66,562	\$68,027	\$69,524	
Murrindindi Shire Council	\$39,937	\$40,816		
Strathbogie Shire Council	\$39,937	\$40,816		
Total	\$246,282	\$251,700	\$173,809	\$106,579

¹ For the sake of clarity -The CPI (Consumer Price Index) is the all groups, weighted average of the eight capital cities on an annual basis, June to June quarter with the base point of 2016-2017 as published by the Australian Bureau of Statistics - CPI 6401.0 Australia.

² To establish the base 2018-2019 figure in time for the signing of the various MOU contract dates, a 2.2% average has been used to replace the June to June quarter figure.

SCHEDULE C – IN KIND SUPPORT

The in-kind support to be provided by Member Councils for the life of the MOU is set out below.

Nothing in this Schedule prevents Member Councils providing additional in-kind support to Goulburn River Valley Tourism over the life of the MOU. Nothing in this Schedule prevents Goulburn River Valley Tourism making a request for additional in-kind support over the life of the MOU. Such a request can be accepted or rejected by Member Councils.

Greater Shepparton City Council	<ul style="list-style-type: none"> • Meeting space including but not limited to Council facilities as available and required • Hot desk space at the Greater Shepparton Business Centre for up to 25 days per year and use of Wi-Fi network • Support for the delivery of key activities through communication channels, participation in working groups and other appropriate activities • Assistance with staffing regional tourism promotions if required • Office space for the staff of Goulburn River Valley Tourism, including all operational costs such as power, internet, tea/coffee facilities, printing
Mitchell Shire Council	<ul style="list-style-type: none"> • Meeting space including but not limited to Council Chambers as available and required • Hot desk space at Council offices as available and required • Support for the delivery of key activities through communication channels, participation in working groups and other appropriate activities • Assistance with staffing regional tourism promotions if required
Murrindindi Shire Council	<ul style="list-style-type: none"> • Meeting space including but not limited to Council facilities as available and required • Hot desk space at Council offices as available and required • Support for the delivery of key activities through communication channels, participation in working groups and other appropriate activities • Assistance with staffing regional tourism promotions if required • Office space for the staff of Goulburn River Valley Tourism, including all operational costs such as power, internet, tea/coffee facilities, printing
Strathbogie Shire Council	<ul style="list-style-type: none"> • Meeting space including but not limited to the Nagambie Regatta Centre as available and required • Hot desk space at Council offices as available and required • Support for the delivery of key activities through communication channels, participation in working groups and other appropriate activities • Assistance with staffing regional tourism promotions if required

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK