# Memorandum of Understanding 2017 - 2021

## Between

Grampians Tourism Board Inc.

Ararat Rural City Council

Horsham Rural City Council

Northern Grampians Shire Council

Southern Grampians Shire Council

#### Recitals

Whereas

(a) The value of the Visitor Economy within the Grampians Region in 2015 as calculated from Remplan data was:

Local Government	Direct Revenue (\$ million)	Employment (Jobs)
Members Ararat Rural City	\$38.522	224
Horsham Rural City	\$79.669	497
Northern Grampians Shire	\$81.768	459
Southern Grampians Shire	\$66.344	329
Total	\$266.299	1,509

- (b) The Visitor Economy is a large employer of labour (and particularly young people) compared to other more traditional and capital intensive industries in the Grampians Region.
- (c) The key stakeholders in the Visitor Economy in the Grampians Region include:
  - a. The Ararat Rural City Council, Horsham City Rural Council, Northern Grampians Shire Council and Southern Grampians Shire Council ("Local Government Members")
  - b. Department of Economic Development, Jobs, Transport and Resources including Regional Development Victoria
  - c. Visit Victoria
  - d. Parks Victoria
  - e. Grampians Tourism Board
  - f. Approximately 1,000 local business owners and their employees
  - g. Local Tourism Associations and Local Industry Groups
- (d) Grampians Tourism is a regional tourism board established with the ongoing support of the Victorian State Government to improve the Visitor Economy in the Grampians Region
- (e) The Local Government Members are established under the Local Government Act 1989 to perform the functions and exercise the powers conferred by the Act for the peace, order and good government of their municipal district. In furtherance of this role and as the level of Australian government closest to the community the Local Government Members seek to promote the economic development of their municipal districts.
- (f) Grampians Tourism and the Local Government Members share the following goals for the Grampians Region ("the Goals"):
  - a. To raise the profile and front of mind awareness of the Grampians Region to:
    - i. Create sustained growth in visitor numbers, length of stay and spending
    - ii. Increase revenue from the visitor economy in local towns
    - iii. Increase jobs (particularly for young people) in the visitor economy
    - iv. Support the growth and success of business owners investing in the visitor economy
    - v. Introduce the Region to visitors who may go on to consider living, learning or investing in the Region
  - To conduct product and industry development to create compelling visitor experiences.
  - c. To attract investment into world class products and experiences
  - d. To provide leadership and create productive partnerships, that:

- i. Raise the profile of the Visitor Economy among stakeholders, and
- ii. Advocate on behalf of stakeholders in the visitor economy
- e. To work in partnership to resource, develop and deliver the goals
- f. To increase the financial contribution by business owners and industry groups to marketing of the Grampians Region as a holiday destination
- (g) Grampians Tourism and the Local Government Members have prepared individual strategic plans and Council Plans that outline marketing; investment attraction and product development initiatives intended to achieve the Goals.
- (h) Grampians Tourism and Local Government Members conduct activities and incur expenditure to achieve the Goals including but not limited to the activity included in Schedule A.
- (i) The purpose of this agreement is to assist Grampians Tourism and Local Government Members to work together efficiently and collaboratively to achieve the Goals and relatedly to confirm financial arrangements, shared performance metrics and annual review processes for the period from 1 July 2017 to 30 June 2021.

The parties as signatories to this document understand and agree to the following:

#### **Parties**

 The Parties to this Agreement are Ararat Rural City Council, Horsham City Rural Council, Northern Grampians Shire Council, Southern Grampians Shire Council and Grampians Tourism Board Inc.

#### Term

2. The term of this agreement shall commence on 1 July 2017 and shall end on 30 June 2021 unless terminated under clauses 24, 25 or 26 ("the Term").

## Resourcing

- The Local Government Members have agreed to provide financial resources of \$155,000 per year for four years of the Term to Grampians Tourism ("the Resource Contribution").
  - a. The Local Government Members have agreed to make the following individual financial contributions toward the Resource Contribution

Local Government Member	Annual Financial Contribution
Southern Grampians Shire Council	\$38,694.20
Northern Grampians Shire Council	\$42,294.20
Ararat Rural City Council	\$32,221.42
Horsham Rural City Council	\$41,794.20
Total Resource Contribution	\$155,000.00

- b. The Resource Contribution of \$155,000 per year shall be a fixed amount each year and not increased by reference to the Consumer Price Index during the Term.
- c. The Local Government Members may from time to time review the allocation formula to calculate the amount of annual financial

- contributions paid by individual Local Government Members provided that the Resource Contribution paid to Grampians Tourism shall be not less than \$155,000 per year for the Term
- d. If the Local Government Members vary the formula to calculate the amount of annual financial contributions paid by Local Government Members then they shall advise Grampians Tourism of the revised formula and Grampians Tourism shall henceforth issue invoices for payment calculated using that revised formula
- 4. The Resource Contribution shall be payable on 1 August of each year of the Term
- 5. Grampians Tourism will apply the Resource Contribution to achieve the Goals.
- 6. Local Government Member resourcing of Grampians Tourism shall be in addition to other resourcing they may wish to apply to support the Visitor Economy.

## Responsibility and Autonomy

- 7. Grampians Tourism is responsible for the activities outlined in the Grampians Tourism Strategy Plan, designed to meet the Goals, and which are summarised in Schedule A
- 8. Subject to Clause 9 the Local Government Members will be responsible for the activity outlined in their individual Council plan related to the Goals and which is summarised in Schedule A
- 9. Grampians Tourism and the Local Government Members are autonomous bodies with responsibility for their own strategy plans, budgets and financial sustainability. For avoidance of doubt, this agreement shall impose no obligation upon an individual Local Government Member to continue the expenditure and activity outlined in Schedule A.
- Grampians Tourism will not expand the Grampians Region without first obtaining the unanimous approval of the Local Government Members who shall fully and reasonably consider any such proposal.
- 11. The Local Government Members recognise the independent role, structure, mission and expertise of Grampians Tourism and understand the function also includes being an independent voice and advocate for the Grampians Visitor Economy in local and national media.

## **Board Membership & Attendance**

- 12. The Industry Members, Local Government Members and Alternate Local Government Members of Grampians Tourism shall be appointed in accordance with the Rules.
- 13. Grampians Tourism shall produce a Board Work Plan for the Calendar Year not later than December of the preceding year.

## Reporting

14. Grampians Tourism and the Local Government Members shall prepare an annual written report as outlined in Schedule B that analyses whether the

activities undertaken by Grampians Tourism and the Local Government Members identified in Schedule A:

- a. Have achieved the Goals
- b. Have achieved the performance metrics nominated in Schedule A
- 15. Grampians Tourism shall provide the Local Government Members with a copy of the audited financial accounts of Grampians Tourism for the preceding year not later than 120 days after the end of the financial year
- 16. Grampians Tourism shall provide the Local Government Members with quarterly statistical reports derived from NVS and IVS or other comparable data relating to the performance of the region and such other metrics from Schedule A that can be measured on a quarterly or a bi-annual basis.
- 17. The Chief Executive of Grampians Tourism will report to the Grampians Tourism Board.
- 18. The CEO and Chair of Grampians Tourism (or his/her delegate) will be available on reasonable notice to attend Council meetings.
- 19. The Local Government Members will encourage municipal officers to attend regular Tourism Directions and Regional Marketing Managers meetings with Grampians Tourism staff, and to communicate with the Grampians Tourism office on a regular basis.

## **Annual Review against Outcome Metrics**

- Grampians Tourism and Local Government Members will conduct an annual review to establish whether their collective activities have been successful when measured against the Outcome Metrics nominated in Schedule A
- 21. The Annual Review shall be conducted in the manner set out in Schedule B as amended by mutual agreement from time to time but shall always include a presentation upon the Grampians Tourism Strategic Plan and the opportunity for Local Government Members to provide further input to that Strategy Plan.
- 22. At the conclusion of the annual review Grampians Tourism and Local Government Members will identify and agree upon a minimum of 4 key performance measures for the next annual review.

## **Disputes**

23. Any dispute arising in relation to this Memorandum of Understanding will be first referred to a joint meeting between the Chairperson of Grampians Tourism and the Chief Executive Officer of each Local Government Member and failing agreement will be referred to an appropriate dispute resolution process determined by those persons.

#### **Termination**

- 24. The Local Government Members may terminate this agreement immediately by giving written notice to Grampians Tourism if Grampians Tourism:
  - a. Informs the Local Government Members or creditors generally that it is insolvent or unable to pay its debts as they fall due:
  - Enters into a composition or arrangement with its creditors or calls a meeting of creditors with a view to entering into a composition or arrangement;

- Has a mortgagee seeking to exercise a right of possession or control over the whole or a part of its property;
- d. Has execution levied against it by creditors, debenture holders or trustees under a floating charge;
- e. Is a company to which the definition of Company Insolvency applies
- 25. The Local Government Members may terminate this agreement upon the giving of 30 days notice if Grampians Tourism is in breach of this agreement and has failed to rectify the breach following a written request to do so executed by each Local Government Member.
- 26. Grampians Tourism may terminate this agreement upon the giving of 30 days notice if a Local Government Member is in breach of this agreement and has failed to rectify the breach following a written request to do so by Grampians Tourism.
- 27. This Agreement may not be terminated under clauses 25 or 26 until any Dispute Resolution Process commenced pursuant to clause 23 has been completed

## **Further Term**

28. This Memorandum of Understanding, unless terminated under clauses 24, 25 or 26, expires on 30<sup>th</sup> June 2021 and may be renewed by further agreement between the parties. The parties shall convene a meeting not later than 1 March 2021 to negotiate a further 4-year renewal of this agreement.

#### Notices

- 29. A notice or other communication under this agreement (Notice) must be in writing and delivered by hand or sent by pre-paid post to a party at the registered office of that party.
- 30. A Notice sent by post is regarded as given and received on the second Business Day following the date of postage.
- 31. A Notice delivered or received other than on a Business Day or after 4.00pm (recipient's time) is regarded as received at 9.00am on the following Business Day and a notice delivered or received before 9.00am (recipient's time) is regarded as received at 9.00am.

# Governing Law and Jurisdiction

32. This agreement is governed by the law in force in Victoria. Each party irrevocably submits to the non □exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

## Invalidity & Enforceability

33. If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent

Grampians Tourism Local Government MOU 2017 – 2021 V\_4

that it is not invalid, whether it is in severable terms or not.

#### Waiver

No party to this agreement may rely on the words or Conduct of any other party as a Waiver of any Right unless the Waiver is in writing and signed by the party granting the Waiver.

#### Variation

35. A variation of any term of this agreement must be in writing and signed by the parties.

# **Entire Agreement**

36. This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## Counterparts

37. This agreement may be executed in any number of counterparts.

## Relationships of the Parties

38. Nothing in this agreement imposes any fiduciary duties on a party in relation to any other party.

## **Definitions**

39. The meaning of Terms used in this agreement is set out below.

Grampians Region	The local government areas of Ararat Rural City, Horsham Rural City, Northern Grampians Shire and Southern Grampians Shire
Grampians Tourism	Grampians Tourism Board Incorporated Registration Number A0051918M I
Local Government Members	Ararat Rural City, Horsham Rural City, Northern Grampians Shire and Southern Grampians Shire
Outcome Metrics	The metrics relating to each area of activity nominated in Schedule A
Rules	The Rules of Incorporation of Grampians Tourism Board Inc. as amended from time to time.

Shared Goals and Goals	The Goals listed in the Recitals to this Agreement
Strategy Plan	The annual Strategy Plan adopted by the Board of Grampians Tourism from time to time

The Common Seal of  Ararat Rural City Council  was affixed in the presence of:
Mayor
Chief Executive Officer
Date:
The Common Seal of  Horsham Rural City Council  was affixed in the presence of:
Mayor
Chief Executive Officer
Date:
The Common Seal of Northern Grampians Shire Council was affixed in the presence of:
Mayor
Chief Executive Officer
Date:

The Common Seal of Southern Grampians Shire Council was affixed in the presence of: Mayor Chief Executive Officer Date: 1517	OF CONTRACTOR
Signed for and on behalf of GRAMPIANS TOURISM BOARD INC. By the Chairperson	
n the presence of	
Date:	
Jale	

# Schedule A

Insert Visitor Economy Summary of Activity and Expenditure

Jestination farketing	Seasonal campaign x 2 Spring & Autumn \$80,000 \$30,000 Resource Value	To be Incorporated in annual reviews.	GT Membership Wartook Valley – Marketing strategies and Regional Awareness	GT Membership	GT Membership	GT Membership	National Visitor statistics comparison year ending June. Visitor Numbers
							Visitor length of stay Visitor length of stay Grampians comparison to basket of comparable Regions
							Industry contribution as a % of GT funds
							GT & 5 LGA budgets as a % of Visitor expenditure
		/					Minimum of 2 new incentive based destination marketing campaigns (2017)
onsumer	Admin support only		Adelaide C & C Show Melbourne 4x4 expo \$5000	Consumer Shows \$2500	Consumer Shows \$2500	Consumer Shows \$2,500	None used by local govt.
n Line/Social 1edia	Grampians Online Social media management Content management Campaign integration \$38,200 \$70,000 Resource Value		VIC social media, domestic famils, PR (Labour Cost TBC) Website management HRCC Corporate Visit Horsham \$5,000	Website and Social media \$10,000	Digital Marketing campaigns as part of Ararat Active (Labour Cost TBC) Production of a new ARCC Corporate Website (currently undergoing tender)	Website nil	Unique website visitors as a % of total visits Google Analytics % increase in Facebook Likes % increase in Instagram Likes
'ublic telations	External Agency Contract Visiting Journalist Program		Famils for VIC volunteers \$4,000 (subject to review)	Supporting budget for VJPs in Greater Hamilton	Z	Nil	Value Free Ink Number Famils

	\$38,000 \$20,000 Resource value		Cost to be confirmed			
ollateral	Visitor Guide Touring Map Food & Wine Map \$57,000 \$15,000 Resource value	Local Visitor Guide Great Outdoors Guide Caravan & Camping Promotional materials under review. \$25,000	Subsidised support to operators to ensure participation Maps \$7000, OVG \$9500, specific brochures \$10,000 Total= \$26500	Local Visitor Guide Heritage Guide Residential Guide Conference and Events Guide \$20,000 \$\$ to be confirmed	NGSC Visitor Guide Heritage Trails in Stawell and St Arnaud Local town brochures Caravan & Camping brochure. \$10,000	\$\$ spent on collateral as a % of Remplan visitor revenue generated per LG member
acility pecific	Grampians Peaks Trail Marketing \$50,000 \$10,000 Resource value	HRCC Conferencing Facilities. (Labour Cost TBC) Marketing Performing Arts and Conference Centre \$80,000	\$\$ to be confirmed	Promotion of conference facilities within Business Events Victoria - \$2,000 APAC Marketing & Promotion \$80,000 Gum San Chinese Heritage Centre Marketing Alexandra Oval Community Centre Marketing PAC/Art Gallery Marketing (when complete) \$30,000	Ī	\$ spent per member
vents	Grape Escape Integrated into Autumn Campaign	Tourism & Major Event's support & implementation \$58,000 Sports Marketing Australia Partnership – Events Attraction \$50,000 Tourism Advisory Committee Events \$20,000	Events Equipment hire support (marquee etc) = \$25000 (internal cost) Events Marketing and promotions Booklet - \$5k, Imagery- \$2k, Promotional items- \$1k, Marketing - \$25k	New Events Makers and Growers Market Cycling Develop and enhance existing events Event collateral \$10,000	Partner in, and financial contribution to Grampians Grape Escape event Focus on major events in NGSC Events Support & Events Support &	Number of events delivered \$\$ spent per member on delivery of events (inclusive of resources) Visitors generated as recognised in ticket sales or other suitable metric

GSTR \$47,000 \$13,000 Resource Value \$23,000 Resource Value \$23,000 Resource Value	Business Events Strategy - conferencing \$8,000  Total \$136,000  Visitor Information Centre (Under review 2015/16) \$270,000  Unallocated Admin Overhead	Total = \$33,000  Business events Forum - \$4k and kits \$1k Total = \$5k  Tourism and Events funding opportunities (Greater Grants Program) \$41,500  GSTR Hamilton Gallery \$1500 to participate in program  Wisitor Services Hamilton, Dunkeld, Coleraine, Penshurst \$260,000	GSTR (allocated in budget) \$3000 S3000 Visitor Information Centre \$260,000 – to be confirmed	Stawell Gift & Stawell Easter Festival Grampians Grape Grampians Music Festival (new) Halls Gap Jazz Festival St Arnaud Festival Garols in the Grampians Great Victoria Bike Ride \$90,000 Contribution to GSTR \$10,000 Visitor Services (Managed by GT) \$160,000 Unallocated Admin Overhead	National Visitor statistics comparison year ending June. Visitor Numbers Visitor Spend Visitor length of stay Grampians comparison to basket of comparable Regions VIC Visitors VIC Visitors Additional Visitor economy revenue generated Total administration as a % of total spend per member
\$241,000	Nature based leverage Melbourne to Adelaide interconnectivity.	Branding Greater Hamilton Resources to be	Branding Ararat Active (community, Lifestyle, Economy, Environment)		

	List of new experiences commenced in preceding financial year		List of new construction commenced in preceding financial year
	Grampians Peaks Trail Lis Steering Committee co Member fin Halls Gap Tourist Resort Town Masterplan Participation in Grampians Way project. \$5,000.	\$\$ Nil NGSC Major Events Program Great Western Futures Plan Stawell Easter Festival St Arnaud Civic Precinct total =\$70,000	Nil Co
New campaigns- Dark Tourism, Multicultural cuisine \$50,000	Nil Grampians Way \$\$ Nil		Performing Arts Centre and Regional Art Gallery Redevelopment (Commencing 2016) \$400,000
	Nil Grampians Way \$\$ Nil		Dunkeld – Mt Sturgeon Loop Walk (\$1.3m) Ansett Museum upgrade (\$320,000) History Walks Hamilton Gallery Hamilton PAC
	Grampians Peaks Trail Steering Committee Member Grampians Way \$\$ Nil Resource value Motocross World Junior Championships 2018 Australian Junior Titles 2017 \$350,000 subject to grants		Business engagement for construction opportunities (resourced) \$2,000 Wartook Valley Strategy implementation. \$100,000- Grant
	Grampians Peaks Trail Steering Committee Member GT Destination Plan Grampians Way (See Collateral) Resource cost – 1 day per week of CEO		Grampians Way Advocate to state & federal govt.
	Pevelop S ourism S S axperiences N S S S S S S S S S S S S S S S S S S		apital vestment- ublic

											apital
Grampians Peaks Trail Steering Committee Member	Upgrade Horsham City Oval	RPT air service	Arts & Cultural Trail Grampians \$2,000	Horsham Arts and Coffee Trail \$3,000	Natimuk Lake Tourism Facilities	Grampians Way Dispersal Strategy.	Wartook Zumsteins Cycling Walking Trail \$350,000 Subject to grants	Town Hall, Regional Art Gallery & 500 seat Auditorium	Tourism Signage Natimuk \$5,000	Upgrade Horsham Caravan Park-Under lease agreement.	Moto Cross events (as
Hamilton Botanic Gardens upgrade (\$720,000)	Directional Signage( \$6000)										Site identification and
Project funding - \$6 million APAC + Gum San upgrades - \$320,000	Buangor Bypass Tourism	State Parks trail route	Upgrade TV Campaign	image ilorary update \$100,000							Nil
											Stawell Underground
											List of new construction

rivate			accommodation on private land adjacent to GPT			financial year
			Provide information and facilitation in order to encourage new investments in Tourism infrastructure, particularly accommodation and hospitality businesses.			
	Industry Training on-line reservations and social media One presentation x 4 workshops \$10,500 Resourcing	Operator and Events forums Business workshops delivered by WBC \$8,000	Operator and Events forums  Tourism Ambassadors Program Advocacy for local hospitality training/educations opportunities Support Local Tourism Group \$6,000	Tourism and Event Organisers forums, Survey and engagement \$\$ TBA	Workshops / forums for operators.	Workshop participant survey satisfaction rating Number of participants
	Cooperative Marketing with Industry \$160,000	Cooperative Marketing with Industry \$TBA Winmera Mallee Tourism	Cooperative Marketing with Industry \$TBA	Cooperative Marketing with Industry \$TBA	Cooperative Marketing with Industry \$TBA	Industry contributions as a % of total marketing spend by all members
	GT Food & Wine Group (included in Collateral)	MOU	Communication with local Tourism Operators	Communication within the tourism industry	Participation in local	Industry contributions as a % of Victorian
	LG Bi-annual updates	Quarterly e-mail to noishand	LEAD Tourism \$TBA	Association	Associations	contributions
	Review communication with tourism operators and improve support for tourism marketing	Improved Industry/Partner engagement. This will include the LGA/GT facilitated discussion	Cross Border Meetings GOR – Grampians VIC Network	Continue to work with Grampians Wine Inc. in development of branding and marketing	Collaborative approach to consumer shows with ARCC & PSC	

			Event Organisers Network plan	plan			
	Tourism Directions meeting	Encourage relevant	Local Tourism Group		Financial support		
	quarterly	operators to support group	Economic Pillar GSC		<b>Grampians Produce</b>		
		events	GT Board Member		and Grampians		
	Industry meeting quarterly		GT Directions		Winemakers		
			GT Marketing		\$4,000		
	Resource Value		BEV Member				
	\$50,000		Kanawinka Geotrails		Tourism is included in		
			\$TBA		NGSC's Emergency		
			7.0		Management Plan.		
esearch &	NVS/IVS Analysis	Nil	Nil	Nil	Nii	See Destination	
valuation	VIC Analysis					Marketing	
	\$11 500						_

## Schedule B

## **Annual Review**

The review process shall be for the 12-month period ending on 30 June of each year of the Term.

#### Overview

The principle of the annual review is that Grampians Tourism and Local Government Members have shared goals as outlined in this Agreement and conduct activity to achieve those goals. Visit Victoria, local business owners and other stakeholders also conduct activity individually and collectively to achieve these or similar goals.

Holding any party exclusively to account for overall economic development outcomes and the Goals is inappropriate as no party has more than approximately 10% of the total resources being applied within the Grampians Region to the Goals

The Annual Review therefore has 3 elements:

- A review of the collective impact of all parties toward achieving the Goals as measured by the nominated metrics for each Goal
- 2. A review of the impact of activity completed by Grampians Tourism toward achieving the Goals as measured by the nominated metrics for each Goal
- A review of the impact of activity completed by Local Government Members toward achieving the Goals as measured by the nominated metrics for each Goal

Metrics used in the review shall be targeted and measurable and shall not be anecdotal.

Grampians Tourism and Local Government Members expect that the activity and associated performance metrics identified in Schedule A will evolve from year to year and Schedule A will be updated annually to reflect this evolution.

## Process:

- 1. A review panel is to be formally established comprising
  - a. The CEO and Grampians Tourism representative from each Local Government Member
  - b. The Chair and CEO of Grampians Tourism
  - c. The panel may also include an independent person who shall be invited to act as a Facilitator
- 2. Grampians Tourism and each Local Government Member shall complete and circulate to the panel a self-evaluation in a format to be prepared by the Board of Grampians Tourism not later than 1 August in the year of review.
- 3. The Panel shall meet in October of each year
- 4. The Panel shall discuss the self evaluations of the collective impact of all parties toward achieving the Goals and shall assign a rating
  - 5 = Far Exceeds Expectations/Requirements of Goal
  - 4 = Exceeds Expectations/Requirements of Goal
  - 3 = Meets Expectations/Requirements of Goal

- 2 = Almost Meets Expectations/Requirements of Goal1 = Does Not Meet Expectations/Requirements of Goal
- 4. The Panel may, at its discretion, discuss and review the impact of the individual activity of Grampians Tourism and may assign a rating at its discretion.
- 5. At the conclusion of the Review Discussion the Review Panel shall:
  - a. Request a representative from Grampians Tourism and a representative from one Local Government Member to record the findings of the Panel
  - b. Agree upon new goals, activity and metrics for the coming year and update Schedule A
  - c. Circulate the findings of the Review panel