



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NANNUP GARDEN VILLAGE INC

AND

THE SHIRE OF NANNUP

2025-2030

Dated:

Background

This Memorandum of Understanding (MOU) establishes the guidelines for collaboration between Nannup Garden Village Inc (hereinafter referred to as NGV) and the Shire of Nannup (hereinafter referred to as the Shire) in the planning, management, and delivery of the annual Nannup Flower and Garden Festival (herein referred to as the Festival) for the years 2025-2030.

The Festival, is a ten-day event held annually over two weekends , showcasing the stunning winter flowers of Nannup. Since 1997, the Festivals tulip displays have become a tradition that symbolises the towns charm and drawing visitors near and far.

1. Definitions

- 1.1. MOU refers to this Memorandum of Understanding

2. Party Commitments

- 2.1. The parties agree they will adhere to the commitments provided within this MOU and will actively maintain a cooperative relationship (including the sharing of all relevant information) in order to enhance the efficient and effective operation and administration of this MOU.
- 2.2. The parties agree nothing in this MOU shall give rise to any legal liability of any kind to the parties on the part of either party, its employees or agents (or both).

3. Nannup Garden Village Inc Commitments

- 3.1. In recognition of the Shire's financial contribution, NGV agrees to provide the following sponsorship benefits:
- Naming rights as 'Experience Nannup Flower and Garden Festival'.
 - Event registration on the Experience Nannup App.
 - Minimum of 5 social media posts acknowledging the Shire in the lead-up to the event.
 - Verbal acknowledgments through the announcement acknowledging the Shire as a key partner during the event (i.e. quiz night, workshop introductions and the like).
 - Event photography for Shire promotional use.
 - Opening Address by the Shire President (or delegate).
 - Acknowledgment at the base of all print and electronic materials (including Shire of Nannup and Experience Nannup logos).
 - Acknowledgment on event ticket landing page and in all formal correspondence (press releases, email signatures, landing page on the Festival website and booking websites).
 - Display of 4 Shire teardrop banners at the main event location.
 - Use of 2 Shire display tents/gazebos in the event village.
 - 6 complimentary entry tickets (if applicable).

- 3.2. NGV agrees to submit an Event Enquiry Form after the completion of the current year Festival outlining the dates and contact details for the following year and again confirm these after the NGV committee's AGM, along with a preparation timeline for the upcoming year's event.
- 3.3. NGV will ensure all correspondence for the event permit to go through the Shire Community Development Officer, Events Coordinator.
- 3.4. NGV Inc will lodge an annual Event Application, Site Plans and Certificate of Currency to the Shire and fulfil all Occupational Health & Safety, Health Act, Risk Management, Environmental Protection Act, Local Government Act and other legislative requirements, according to the agreed timeline.
- 3.5. NGV will submit annually a Traffic Management Plan and Emergency Evacuation Plan for the Festival to be approved by the Shire. Festivals organisers whom have current Traffic Management Certifications can install signs in accordance with the approved Traffic Management Plan.
- 3.6. NGV will coordinate the planting of planter boxes with the Shire.
- 3.7. NGV will submit annually Profit and Loss statement and event evaluation for the Festival to the Shire.
- 3.8. NGV will provide an estimated economic impact assessment, in order to better understand the benefits, the Festival bring to the Shire and the Community.
- 3.9. The NGV agrees to undertake a pre-festival meeting with the Shire at minimum 8 weeks prior to the Festival commencing and undertake a post-festival debrief no later than 8 weeks after the Festival.

4. The Shire of Nannup Commitments

4.1. Financial Contributions

- 4.1.1 The Shire will contribute an annual cash amount of \$10,000 for the purposes of delivering the Festival. This amount will be paid after each Annual Shire budget approval and will be paid within the financial year before the Festival is held. i.e. 2026 Festival gets paid in August 2025 after the Annual Shire Budget has been approved.

<u>Financial Budget Year</u>	<u>Festival Year</u>
August 2024 (24/25FY)	2025
August 2025 (25/26FY)	2026
August 2026 (26/27FY)	2027
August 2027 (27/28FY)	2028
August 2028 (28/29FY)	2029
August 2029 (29/30FY)	2030

4.2 Fee Waiver

- 4.2.1 The Shire will waive the fees applicable within the Shire's Schedule of Fees and Charges up to a maximum of \$5,000 (exc GST). Any excess is to be paid by the NGV. This fee waiver does not apply to Statutory Fees and Charges as the Shire is not able to waive these.
- 4.2.2 The Shire will permit the use of the Green Room at the rear of the Town Hall as a headquarters for the 6 weeks prior and during the Festival at no cost.

4.3 Works Department In-Kind Contribution

- 4.3.1. The Shire will send the Tulips order to the NGV for approval of their portion prior to sending a purchase order to the supplier. The Shire will contribute 10,000 bulbs and the balance of the order will be reimbursed to the Shire by the NVG.
- 4.3.2. The Shire will store bulbs until ready for planting.
- 4.3.3. The Shire will organise the barrels and planter boxes and soil at the Depot for the NGV Committee to plant bulbs.
- 4.3.4. The Shire will plant and maintain tulips in the permanent garden beds around town to bloom for the Festival.
- 4.3.5. The Shire will place the planter boxes and barrels with flowering tulips in the streetscape in anticipation for the Festival.
- 4.3.6. The Shire will provide extra cleaning of Shire ablutions and facilities, and general maintenance during the Festival.
- 4.3.7 The Shire will ensure that all reticulation is marked, to avoid damage to the reticulation.
- 4.3.8 The Shire will provide Event traffic signs for NGV's use in accordance with the Traffic Management Plan
- 4.3.9 The Shire will transport the temporary fencing to the Festival location for the NGV to setup, Shire staff will not be involved in setting up. Fencing is to be packed down by the NGV ready for Shire transport back to the Depot.

4.4 Media

- 4.4.1 The Shire will provide a hyper-link / QR Code to the NGV on their website and assist with the upload on the Experience Nannup app for greater media exposure.
- 4.4.2 The Shire will promote the Festival within its own media outlets.

4.5 Other

- 4.5.1 The Shire will provide all relevant paperwork to the NGV at least 8 weeks prior to the Festival commencement, including a list of all the requirements the NGV is to adhere to. This is to avoid any last minute surprises.
- 4.5.2 The Shire agrees to undertake a pre-festival meeting with the NGV at minimum 8 weeks prior to the Festival commencing and undertake a post-festival debrief no later than 8 weeks after the Festival.
- 4.5.3 The Shire will assist the NGV to provide all relevant statutory paperwork for the event permit to be issued in a timely manner.

5. Limits of Responsibility and Indemnity

- 5.1. Neither party will be liable for any loss nor damage suffered by the other (including consequential loss or damage), however caused, which may arise from services provided under this MOU or otherwise from performance of this MOU.

6. Security, Privacy and Confidentiality

- 6.1. NGV and Shire agrees to comply with the Information Privacy Principles set out in section 14 of the Privacy Act 1988 (Cth) in respect of personal information received, created or held by each organisation in connection with this MOU.
- 6.2. Clause 6.1 shall survive the termination or expiry of this MOU.

7. Dispute Resolution

- 7.1. In the event of a dispute under this MOU, the Contact Officers will each use their best endeavours to resolve the dispute between them at an operational level.
- 7.2. If a dispute is not resolved under clause 7.1 within five business days of an issue being formally raised by the parties, the dispute will be referred to the Nannup Shire CEO.
- 7.3. If the matter is not resolved through further negotiations under clause 7.2, the dispute will be referred to an independent arbitrator.

8. Term of this MOU

- 8.1. This MOU will commence on the date of execution and will cover the 2025 to 2030 (inclusive) Festivals, and automatically terminate in September 2030 (after the 2030 Festival).
- 8.2. The parties agree to review the operation of this MOU no less than annually, to ensure its ongoing effectiveness and address any matters of concern.

- 8.3. This MOU can be varied by the parties provided the variations are made in writing and signed by all parties.
- 8.4. Notwithstanding the above, the Shire may vary the annual cash contribution set out in clause 4.1.1 for the purposes of meeting its financial obligations under the Local Government Act is subject to an Annual Budget Approval process. The Shire will endeavour its best efforts to ensure that the commitment is honoured.
- 8.5. Either party may terminate this agreement by written notice to the other party should the NGV/Festival dissolve or be placed into administration.

9. Compliance and Audit

- 9.1. The parties will work co-operatively to ensure that effective compliance regimes are maintained and, where reasonably practicable, will provide the other with relevant information to support compliance activity.
- 9.2. Each of the parties will advise the other of any audit or review function undertaken internally or externally related to the Experience Nannup Flower and Garden Festival. The parties, where reasonably possible, will provide assistance to the other in relation to any audit or review.

10. Contact Officers

- 10.1. NGV Inc and the Shire agree to appoint a Contact Officer and authorised delegate (potentially a Councillor). The Contact Officer and authorised delegate for each party is authorised to act for that party in relation to this MOU. The Contact Officer is the first point of contact for the other party in relation to any disputes arising under this MOU.
- 10.2. The details for each party's Contact Officer and authorised delegate are set out in Schedule 1.
- 10.3. If a party wishes to change their Contact Officer or authorised delegate that, party will notify the other party in writing of the new contact details.

EXECUTED as a Memorandum of Understanding (MOU) -

SIGNED for and on behalf of the Nannup Garden Village Inc by:

.....
(name) (position)

.....
(signature) (date)

in the presence of witness:

.....
(name) (position)

.....
(signature) (date)

SIGNED for and on behalf of the Shire of Nannup by:

.....
(name) (position)

.....
(signature) (date)

in the presence of witness:

.....
(name) (position)

.....
(signature) (date)

SCHEDULE 1 – CONTACT OFFICERS

Nannup Garden Village Inc

Name: Maggie Longmore
Job Title: Chair Nannup Garden Village Inc
Mobile: 0427 560 305
Email: chair@nannupgardens.org.au
Postal Address: 10 Warren Road Nannup WA 6275

Name: Emmi Taylor
Job Title: Executive Officer, Nannup Garden Village Inc
Mobile: 0400 770 175
Contact email: eo@nannupgardens.org.au
Postal Address: 10 Warren Road Nannup WA 6275

Delegate/s authorised

The Shire of Nannup

Name: Apryl Longford (Primary)
Job Title: Community Development Officer - Events
Phone: 9756 1018
Email: apryl.longford@nannup

Name: Damon Lukins
Job Title: Executive Manager Infrastructure
Phone: 9756 1018
Email: damon.lukins@nannup.wa.gov.au

Delegate/s authorised

Nil