MEMORANDUM OF UNDERSTANDING 2013-2017

Yarra City Council and Yarra Neighbourhood Houses and Learning Centres
For the purpose of this document, the letters ‘NH&LC’ will be used to describe all centres listed above, and the words ‘Committees of Governance’ will be used to describe their incorporated governance bodies.
Preamble

Yarra is made up of a diverse and dynamic population. As such it is a constant challenge ensuring that programs, services and new initiatives are relevant and responsive to the needs of our community. 29.0% of Yarra’s population (of almost 75,000) were born overseas, with 19.2% from a non-English speaking background. Additionally, 21.3% of Yarra’s community moved to the municipality in the last 5 years\(^1\). The municipality is also experiencing a surge of new housing development opportunities which will contribute to the changing needs of Yarra communities.

The Yarra NH&LC and Yarra City Council have a mutual primary goal to engage with these communities in determining the provision of equitable recreational, social, vocational training, environmental and other health and well being opportunities. In order to work in a truly collaborative manner and ensure roles and respect the vision and goals of each participating organisation – Yarra City Council and Yarra NH&LC committed to signing a Memorandum of Understanding (MOU).

The original MOU was developed after an extensive consultation process of forums throughout 2007, which all parties attended. A working group of representatives from NH&LC and Council steered the process. The review process for the MOU commenced in December 2012.

Purpose of the Memorandum of Understanding:

> To formally acknowledge the partnership between Council and NH&LCs;
> To foster and support a working relationship between NH&LCs and Council; and
> To provide a framework of understanding on which all other documents, agreements and partnerships between the parties can be formulated.

Definition of Partnership

For the purpose of this document, the term ‘partnership’ is deemed to be the process by which local government and NH&LC combine their capacities and resources to achieve a commonly agreed set of objectives (outlined in the MOU Annual Action Plan) that would be difficult to achieve by either organisation acting on their own behalf (edited from ‘Neighbourhood Houses & Local Government - Building Communities Together’, ANHLC 2005).

(See appendix 1 for Partnership Framework diagram).

Terms and Scope of the Document

> The MOU is an ongoing agreement, subject to review and evaluation every four years, in line with Council Plan.
> The MOU does not preclude the rights of either party to engage in other partnerships and alliances.
> The MOU is deemed a public document.

Legal Status of the Document

This MOU is not legally binding on either or both parties.

Benefits of the Memorandum of Understanding

> Greater levels of trust, respect and understanding between the parties.
> Enhanced planning processes for community development and the delivery of dynamic programs, activities and services involving the broader community.
> Increased knowledge, information and resource sharing between the parties.
> A vibrant, diverse and effective NH&LC program for all City of Yarra residents.

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\(^1\) From ABS census 2011
KEY UNDERSTANDINGS

Recognition and Respect

NH&LC recognise and respect:
1.1 The common vision, principles and values between Council and NH&LC (as per Council Plan 2013-2017 and Appendix 2).
1.2 The Council imperative to meet the social, environmental, physical and financial objectives outlined in Council planning documents, policies and the Local Government Act.
1.3 The diversity and competing interests of services, activities and programs which Council is required to provide, and its support and advocacy on behalf of the wider community.
1.4 The decision-making processes and formal practices to which Councillors and Council staff are bound.
1.5 The political and legislative context in which Council operates.
1.6 Council’s commitment to be consultative about areas of its operations where the community can influence its decisions.
1.7 The level of public and media scrutiny which applies to Council activities.

Council recognises and respects:
1.8 The common vision and principles between Council and NH&LC.
1.9 The diversity, autonomy and self determination of individual NH&LC.
1.10 The strong commitment to community development principles and practices (Appendix 2) resulting in an inclusive, flexible ‘whole of community’ response to community’s diverse needs and interests.
1.11 The historical context and grass-roots nature of each NH&LC.
1.12 The community ownership of each NH&LC, through members and Committees of Governance, who represent the wider community.
1.13 The level of participation and volunteerism in all levels of NH&LC operations, which is actively encouraged and supported.
1.14 The responsiveness to local and emerging needs, in particular those who are disadvantaged, that each NH&LC demonstrates through its programming and activities.
1.15 That NH&LC operate under a complex mix of funding arrangements.
1.16 The limited resources and facilities and competitive funding environment by which NH&LC are constrained.
1.17 Each NH&LC needs to constantly balance competing priorities within individual strategic plans.
1.18 The relationship to a broader NH&LC sector, both state and federal, via the North East Neighbourhood House Network and the peak body, the Association of Neighbourhood Houses and Learning Centres (ANHLC).
1.19 The commitment by Yarra NH&LC to a collaborative approach in the planning and delivery of programs and services.
KEY UNDERSTANDINGS

Responsibility

NH&LC accept responsibility for:

2.1 The delivery of programs, referrals, activities and services according to community development principles that are responsive to local and emerging needs (appendix 2).

2.2 Remaining inclusive and encouraging of community participation at all levels of NH&LC operations, including Committees of Governance.

2.3 Ensuring that good governance processes and practices are in place, including financial management, risk management and strategic planning.

2.4 Providing a safe, welcoming and inclusive environment and compliance with relevant Council, State and Federal regulations and legislative obligations.

2.5 Addressing disadvantage, wherever possible, and advocating with and on behalf of members of local communities.

2.6 Keeping Council informed about social trends, issues and opportunities which affect local communities.

2.7 Participating in Council planning and policy development opportunities where possible.

2.8 Promoting Council in a constructive and appropriate manner.

2.9 Supporting and encouraging a positive and constructive relationship with Council.

2.10 Compliance with the spirit of this MOU.

Council accepts responsibility for:

2.11 Supporting and enabling NH&LC participation in all relevant planning, policy development and consultation processes.

2.12 Ongoing provision of a Neighbourhood House Funding Program and access to relevant Council funding and resources which contribute towards the financial sustainability of NH&LC and in kind support to the Yarra Neighborhood House Network.

2.13 Ensuring that all Council staff are made aware of NH&LC and their capacity to contribute to overall Council Plan.

2.14 Advocating with and on behalf of NH&LC at state and federal government levels when necessary.

2.15 Maintaining Council owned buildings and grounds and signs as per the Building Assets Management Plan.

2.16 Assisting NH&LC to comply with required standards and legislative obligations.

2.17 Promoting NH&LC in a constructive and appropriate manner.

2.18 Supporting and encouraging a positive and constructive relationship with NH&LC.

2.19 Collaborating and engaging with the North East Neighbourhood House Network.

2.20 Compliance with the spirit of this MOU.
NH&LC and Council will be accountable via:

3.1 Timeliness and quality of agreed reports and information.
3.2 Provision of strategic planning documents.
3.3 Participation in and implementation of the collective Yarra City Council / NH&LC MOU Action Plan.
3.4 An annual report by Officers to Council on the Neighbourhood House MOU Action Plan.
3.5 Provision of an Annual Report, including an annual financial statement (this will apply to NH&LC only).
3.6 Compliance with Council funding and where relevant leasing agreements (this will apply to NH&LC only).
3.7 Both parties agree to abide by the dispute resolution procedure (appendix 3).
The following principles are deemed to apply when reference is made to Community Development principles. (Acknowledgement to the Association of NH&LC [ANHLC] for reproduction of these principles.)

Community Participation
Everyone has a valuable contribution to make and community members can join in at any level. Volunteers and community members are integral to the decision-making, evaluation, provision, participation and direction setting at all levels of the organisation.

Community Ownership
Members are actively involved in decision-making and have ownership of the centre's programs and activities. A voluntary management committee comprising elected members who live, work or participate in the local community governs each centre. The governance model is developmental, working co-operatively and collaboratively with staff, volunteers, centre participants and the wider community, thus generating a range of community benefits.

Empowerment
A process that respects, values and enhances people's ability to have control over their lives is put into practice. This process encourages people to meet their needs and aspirations in a self-aware and informed way which takes advantage of their skills, experience and potential. Change and growth occurs through informing and empowering individuals and communities. Houses and centres do not seek to do for others but to empower others to do for themselves.

Lifelong Learning
Learning is integrated into all aspects of centre activities, thus building and supporting the personal skills, knowledge, abilities and resilience of people. The health, wellbeing and connection of people and their families occur through formal and informal pathways in education, employment and self-development.

Inclusion
The diverse contributions that people make are valued, no matter what their background or varying abilities. Individual and local needs are acknowledged and addressed, often through informal interaction. Identifying these needs and issues through a range of methods is instrumental to informing the planning and development of activities and programs.

Access and Equity
Centres are accessible and welcoming. They promote a fairer distribution of economic resources and power between people by aiming to improve the social, environmental, economic and cultural infrastructures within their communities.

Social Action
Internal and external factors that impact on the local community are analysed and relationships between individuals, groups and organisations and within the community transformed through collective action.

Advocacy
In meeting individual and group needs, centres act with, or on behalf of, community members.

Networking
Linking, forming alliances, collaborating and working with individuals, groups, other agencies, government and business are crucial, with interaction between formal and informal methods to achieve connections within the local communities.

Self Help
Individuals are supported in coming together in a caring group environment to share information, knowledge, skills and life experience in order that each participant can reach their own personal goals.
Should a dispute arise over any aspect of the MOU, the parties involved will adopt the following procedures in an effort to negotiate a satisfactory resolution.

Points of references for determining whether or not the MOU has been breached will be:

> the understandings and the responsibilities contained in the MOU
> the obligations and conditions contained in the funding agreement.

In the event of a dispute between an NH&LC and Council:

> Either party may request a meeting within 7 days of the disagreement to discuss the matter in dispute and negotiate a mutually acceptable resolution.

If the dispute cannot be resolved between the parties through direct communication within 28 days of the initial meeting, the parties will appoint a mediator. If no agreement can be reached about a suitable mediator, the matter will be referred to the Dispute Settlement of Victoria (DSV) to appoint a mediator. The parties must agree to equally share any fees and costs associated with the mediation process.

Both parties must agree to follow the terms of the agreement made at mediation.

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**APPENDIX 3**

**Dispute Resolution Procedures**

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**ARABIC**

لمعلومات باللغة العربية، حول هذا المستند أو عن المجلس البلدي، نرجو الإتصال المذكور أدناه هاتفيا على الرقم 9300 9280 1930 وذكر رقم المرجع REF المذكور أدناه.

**CANTONESE**

欲知有關本文檔或議會的粵語版本資訊，請致電9280 1932並報上下列REF號碼。

**GREEK**

Για πληροφορίες στα ελληνικά, σχετικές με αυτό το έγγραφο ή τη δημοσιεύση, παρακαλούμε καλέσετε το 9280 1934 και αναφέρετε τον αριθμό REF παρακατω.

**ITALIAN**

Per avere informazioni in italiano su questo documento o sul comune, si prega chiamare il numero 9280 1931 e citare il numero di riferimento (REF number) sottoindicato.

**MANDARIN**

欲知有关本文档或议会的普通话版本信息，请致电9280 1937并报上下列REF号码。

**SPANISH**

Para información en castellano sobre este documento o sobre el ayuntamiento, llame al 9280 1935 y cite el número de REF de más adelante.

**VIETNAMESE**

Để biết thông tin bằng tiếng việt về tài liệu này hay về hội đồng, xin hãy gọi số 9280 1939 và nếu số REF duy trì dưới đây.

REF 13051
Signatories to this Memorandum of Understanding

Signed by the Chairperson / President on behalf of

Name of Organisation:

Signature:  

Print full name:  

Date:  

Signed on behalf of Yarra City Council

Signature:  

Print full name:  

Date:  