



**SHIRE OF BROOME**  
and  
**MAMABULANJIN**  
**(KULLARRI PATROL)**

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**MEMORANDUM OF UNDERSTANDING**  
**SPONSORSHIP AGREEMENT**

Shire of Broome  
27 Weld Street  
PO Box 44  
Broome, WA 6725  
Phone: (08) 9191 3456

This agreement is made on 7 September 2021

**BETWEEN**

SHIRE OF BROOME (the Shire)

PO Box 44

Broome WA 6725

**AND**

MAMABULANJIN (KULLARRI PATROL)

PO Box 664

Broome WA 6725

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**RECITALS:**

- A.** Mamabulanjin (Kullarri Patrol) is a not for profit organisation that plays a pivotal role in Broome minimising social disruption and improving safety to community members and visitors.
- B.** The Shire is located within the North West region of Australia and has provided support and assistance to Mamabulanjin (Kullarri Patrol).
- C.** The parties have agreed to enter into a co-operative arrangement to promote and acknowledge the Shire's contribution.

**OPERATIVE PART:**

The parties agree:

The purpose of this agreement is for the Shire and Mamabulanjin (Kullarri Patrol) to work both together and independently to ensure the continued success of Kullarri Patrol and the important work that it does in Broome to reduce social disorder.

The intention of this agreement is to see both parties act in ways that honour the partnership and continue to foster a positive, collaborative relationship.

**1. OBJECTIVES**

The parties agree that their objectives are to:

- (a) Raise awareness of the Shire's contribution to the community and the ongoing success of Kullarri Patrol;
- (b) Work collaboratively to address and respond to community safety issues as they arise

## 2. TERM

This agreement commences on the date of execution by both parties and expires on 30 June 2024.

## 3. NOT LEGALLY BINDING

This agreement is a statement of the intentions of the parties at the date hereof in relation to the issues within it. It is not intended that this agreement create any contractual relationship or that it is to be legally binding on the parties.

## 4. MAMABULANJIN (KULLARRI PATROL) RESPONSIBILITIES

In consideration of its responsibilities, Mamabulanjin (Kullarri Patrol) agrees to:

- (a) Deliver the Kullarri Patrol Service within the Shire of Broome;
- (b) Recognise the Shire as a sponsor of the Kullarri Patrol service, wherever possible/appropriate;
- (c) Invite the Shire President, Councillors and Chief Executive Officer to key events as appropriate;
- (d) Submit on an annual basis, an acquittal report on Kullarri Patrol which includes the financial details, a copy of any publicity and recordings of events / activities;
- (e) Present a progress update to Shire Council annually prior to the next financial year payment;
- (f) Contribute to the implementation of the Shire of Broome Community Safety Plan (2021 – 2025) as a member of the Community Safety Working Group

## 5. SHIRE RESPONSIBILITIES

In consideration of its responsibilities, the Shire agrees to:

- (a) Provide sponsorship funding on the following dates:

FINANCIAL YEAR	GRANT AMOUNT	PAYMENT DUE	ACQUITTAL DUE
2021/22	\$20,000	December 2021	October 2022
2022/23	\$20,000	December 2022	October 2023
2023/24	\$20,000	December 2023	October 2024

## 6. RIGHT TO TERMINATE

Notwithstanding any other provision of this agreement, the parties agree that either party may terminate this agreement for any reason upon six (6) months written notice to the other party.

## 7. CONFIDENTIALITY AND DISCLOSURE

- (a) Each party undertakes and agrees, not make any public announcement or statement or publish or release any information in relation to this proposed collaboration, without prior communication to

the other party.

- (b) Each party undertakes and agrees, to keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.

## **8. COSTS**

Each party shall bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations arising out of this agreement.

## **9. DISPUTE RESOLUTION**

- (a) In the event of a dispute between the Shire and Mamabulanjin (Kullarri Patrol) concerning this agreement, the affected party may give the other a written notice setting out the material of the dispute.
- (b) Each party shall appoint a senior officer with authority to negotiate and reach settlement, and the parties' representatives shall personally meet within ten business days of the date of the receipt of the notice.
- (c) The parties' representatives in good faith, and using their best endeavours always, shall attempt to resolve the dispute.

## **10. VARIATION**

This agreement may be varied only by deed executed by the parties.

## **11. GOVERNING LAW**

This agreement is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

## **12. NO FETTER**

Notwithstanding anything contained within this agreement, the parties ACKNOWLEDGE that the Shire is a local government established by the Local Government Act 1995 (WA), and in that capacity, the Shire will be obliged to comply with statutory obligations imposed by law and the Shire will not be taken to be in default under this Agreement by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Agreement fetter each party in performing its statutory obligations or exercising any discretion under any law.

Mamabulanjin (Kullarri Patrol) agrees to use the funds in accordance with the terms and conditions contained in the sponsorship agreement.

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**Mamabulanjin (Kullarri Patrol)**

**Authorised Representative Signature**

Print name:

Title:

Date:

The Shire of Broome agrees to provide funds in accordance with the terms and conditions contained in the sponsorship agreement.

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**Shire of Broome**

**Authorised Representative Signature**

Print name:

Title:

Date: