

City of Karratha
and
Karratha Country Club Inc.

MEMORANDUM OF UNDERSTANDING

DD MONTH 2016 – DD MONTH 2018

For the use of the Karratha Golf Course

This agreement is made on 2016

BETWEEN

The City of Karratha (hereinafter called "the City") PO Box 219 Karratha WA 6714

And

The Karratha Country Club Inc. (hereinafter called "the Club") PO Box 188 Karratha WA 6714

WHEREAS the vested in it Reserve 30872 encompassing location and for the purpose of "Golf Course / Recreation" (hereinafter called "the premises").

WHEREAS the Club is a Sporting Club which is incorporated under the *Associations Incorporations Act 1987* of Western Australia.

WHEREAS the Council has granted the Club the right to use the premises for the purposes of conducting golf and associated social functions/events.

THE AGREEMENT

That the Club having financially contributed to the construction of the club house facility situated lot 4202 (hereinafter referred to as the "the Course") have the privilege of using the premises to conduct normal activities associated with the conduct of a sporting club to co-ordinate the conduct of golf.

THE PURPOSE

- To integrate the workings, guidelines, practices and policies of the City into the operations of the golf facilities.
- To inform people that the golf facilities in Karratha are run through the City and are available to the public
- To increase public awareness of the facilities, thereby attracting people to participate.
- To work in harmony with the Club to maintain the public golf facilities in Karratha at a high level.
- To develop clear guidelines as to the price structure for the public use of the facilities, the process for making relevant bookings, and the payment of fees by both the City and the Club.

AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Memorandum of Understanding (MOU) is end dated at two (2) years from the signing date and future MOU's will be negotiated in the same way as this MOU.
2. All sponsorship signs or information boards, current and future, must comply with the City's Signs, Hoardings and Bill Posting local laws and be approved by the City prior to erection. Any adjustments that need to be made to ensure compliance are the responsibility of the Club. Any signs deemed inappropriate for public display and/or in conflict with the City's values will be removed by the Club upon request by the City. All Council fees for signage approval will be waived as part of this MOU.
3. The City will be responsible for the development, erection and installation of general signs normally associated with golf courses and not confused with sponsorship signs outlined above. The signs detail to the general public, the layout of the course, the cost of playing, and general fairway layout on each hole. Additionally, the City will be responsible for the erection of entry statement signs highlighting that the facility is a public course.
4. The City will be responsible for the public liability insurance for the golf course for use by the public (excluding Club members).
5. The Club must demonstrate Public Liability Insurance coverage of \$10 million as per current City policy (which may be adjusted from time to time). The Certificate of Currency is to be forwarded to the Karratha Leisureplex in conjunction with the summer and winter fixtures.
6. The City will regularly review its maintenance program at the facility endeavouring to reduce the costs, while achieving a higher quality of facility.
7. The City intends to continue improvement plans, including the reticulation upgrade, the construction of the initial grass green and the full course redevelopment in line with the current golf course master plan.
8. The public users' green fees figure to be underwritten by the City to an agreed figure. \$40,000 is proposed based on 18 holes being available for play all year round. Pro rata rates will apply should the course / holes be closed for a significant time period.

9. The Club defaults on the agreement if any monies owing or reporting responsibilities to the City are in arrears for 60 days, even if it has not been formally demanded, unless agreed and signed by both parties.

If at any stage during the two year term, the City reasonably believes the Club is not complying or has not complied with a provision or provisions in this MOU but believes that an issue can be rectified, it is to provide the Club written notice and sixty (60) business days, or other period agreed by both parties, to rectify the issue.

10. The City may terminate the MOU by written notice in the event the Club becomes insolvent.
11. The Club reserves the right, should it no longer be viable, to terminate the MOU by written notice and sixty (60) business days.
12. The cost of any incidental to the preparation of this agreement and its counterparts as well as all stamp duties and registration fees, as the case may be, shall be paid by the City.
13. The golf course will be managed by the City with assistance from the Club. The City will provide course supervision and advice on operational standards for tasks undertaken by the Club.
14. All other roles and responsibilities are outlined and agreed to in Schedule A of this MOU.

The Club should make contact and advise the following entities in relation to relevant areas:

Notification of tournament / group bookings taken by Club:	Karratha Leisureplex Staff
Maintenance and golf course issues:	Operations Supervisor Gardens Staff
Administration and General concerns:	Karratha Leisureplex Staff

CITY OF KARRATHA...)

Order of the Council.....)

In the presence of:

.....
PETER LONG
MAYOR

.....
DATE

.....
CHRIS ADAMS
CHIEF EXECUTIVE OFFICER

.....
DATE

KARRATHA COUNTRY CLUB INC.)

Authority of the organisation.....)

In the presence of:

.....
PRESIDENT
KARRATHA COUNTRY CLUB INC.

.....
DATE

.....
NAME (PLEASE PRINT)

.....
DATE

.....
WITNESS

.....
DATE

.....
NAME (PLEASE PRINT)

.....
POSITION WITHIN CLUB

Schedule A – Roles and Responsibilities

City of Karratha Responsibility	Karratha Country Club Responsibility
Lot 4202 (Country Club building, house, entry driveway and car park) to remain as the responsibility of the Club. However, the City will meet 50% of the maintenance costs for the car park and entry driveway, subject to City approval of works, prior to works commencing.	Lot 4202 (Country Club building, house, entry driveway and car park) to remain as the responsibility of the Club. However, the City will meet 50% of the maintenance costs for the car park and entry driveway, subject to City approval of works, prior to works commencing.
The City will maintain all aspects of fairway and tee box maintenance – verticutting, sprayings, fertilizing etc. but excluding mowing of tee boxes.	<p>The Club will undertake the following maintenance program at the golf course to ensure that is maintained at its current standard;</p> <ul style="list-style-type: none"> • Maintain all greens (grass and sand) – weeding, edges, sand top up, raking, hole relocation, apply growth regulator spraying etc. • First cut mow. • Rough mow if and as required (Club to determine actions). • Mow tee boxes as necessary. • Maintain course shrubs, trees etc. • Maintain ball washers and sand bins. • Apply glyphosate spray as necessary. • Line trim on course as required. • Maintain course generally. • Collect rubbish bins as necessary.
The City will maintain any new grass green for nine (9) months post installation to assist the establishment process. The Club will then be responsible for all maintenance of grass greens following this nine month period.	
The City will provide glyphosate and growth regulator chemicals for Club use.	
The City will read the water meter monthly.	The Club is to pay the Water Corporation account and forward the paid account to the City.
The City will maintain aspects of golf course reticulation and water storage.	
The City will reimburse the Club for the portion of water used to maintain the Karratha Bowling green starting at the highest indexed level and working down proportionally, however the City will not contribute towards the payment of water rates.	
The City will be responsible for costs associated with removal of on course rubbish collected by the Club.	The Club will need to pay for the use of bins that will be specifically for Club use
	The Club will be responsible for putting rubbish bins out around the courses and emptying as required.
The City will be responsible for the maintenance and reinstatement of any on-course seating, which is <u>currently in place</u> on the golf course.	
	The Club will be responsible for the gardening and cleaning of the lease grounds and general surrounds.

City of Karratha Responsibility	Karratha Country Club Responsibility
The City will be responsible for the cleaning of the public toilet located near the bowling green, up to three (3) times per week where resources allow.	
The City will be responsible for the purchase of flags, cups and tee markers for the golf course.	The Club will be responsible for the positioning of the flags and the tee off markers on the golf course.
The City will be responsible for the supply and marking of the fairway markers on the golf course	
The City will initially provide the Club with plant (existing plant that is in suitable condition) to carry out duties – e.g. Zero turn diesel mower for tee boxes, a trailer for rubbish collection, an edger for trimming.	The Club will be responsible for subsequent plant and maintenance of plant over time and as required
	Club to ensure pro-active compliance with Liquor Control Act 1988. No consumption of alcohol is to take place on the golf course and/or surrounds unless these areas have been booked by a group for exclusive use, which includes the Club, and the areas are not available to be accessed by the general public.
Public fees will be set by the City, with the Club being given prior notification of any fee changes.	The Club is responsible for setting their own club fees
The City to inform public that the honour box should be used for the payment of casual use of the golf course.	The Club will put in place a procedure to collect green fees paid by the public. All monies collected will be retained by the Club. Participation numbers and fees collected will be reported on a monthly basis to the City (Karratha Leisureplex).
The City will cease to levy the Club a membership levy during the MOU term.	Only financial members of the Club will be given privileges associated with facilities usage. Members of the public are expected to pay as per standard public usage.
	Club members are to be clearly identifiable at all times when playing on the facility through their membership cards (or similar) being externally visible.
	The Club will be responsible for the purchase of score cards for public usage and the supply of score cards for their members.
	The Club is to forward all fixtures for the winter and summer competitions to the Karratha Leisureplex at least six weeks prior to these competitions starting.
	Proposed budget items the Club would like be considered by Council need to be forwarded to the City prior to March each year. Priority for any capital items will be on the Club's ability to reduce operating costs and on their ability to significantly increase revenue.
	The on course sponsorship signs must be supplied and maintained by the Club and are not the City's responsibility.