

CITY OF KARRATHA

AND

POLICE AND CITIZENS YOUTH CLUB (P.C.Y.C), ROEBOURNE

**MEMORANDUM OF UNDERSTANDING
MANAGEMENT OF ROEBOURNE COMMUNITY HALL**

JANUARY 2015

COUNCIL:	City of Karratha (herein after referred to as the “City”)						
USER GROUP:	Roebourne Police and Community Youth Centre (herein after referred to as the “PCYC”)						
PREMISES:	<p>Roebourne Community Hall, 2 Sholl Street, Roebourne WA 6718</p> <p>The specific section of the reserve that applies to this agreement is that part of the land clearly identified in the attached Appendix A</p> <p>The specific building that applies to this agreement being the Roebourne Community Hall clearly identified in the attached Appendix A.</p> <p>All car-parking areas associated with this agreement are clearly identified in the attached Appendix A.</p>						
TERM:	The effective term of this MOU is from the signed date of acceptance for a period of five (5) years						
USE OF PREMISES:	<p>The PCYC shall manage the use the building(s) for the purpose of:</p> <ul style="list-style-type: none"> • Office Space for the Manager, Roebourne PCYC • Delivery of Activities directly related to the PCYC Youth Services Program, and • External hire by other parties. <p>The PCYC shall not permit any offensive or illegal act, trade, business, occupation or calling at any time during the term hereof to be exercised, carried on, permitted or suffered in or upon the premises and will not permit any act, matter, or thing whatsoever at any time during the term hereof to be done in or upon the premises which shall or may cause annoyance, nuisance, grievance, damage or disturbance to the City or occupiers or owners of adjoining or neighbouring lands or buildings.</p>						
LEVELS OF SERVICE:	<p>The PCYC shall have use of the premises subject to the following level of service requirements;</p> <ol style="list-style-type: none"> a) Office Space: Use of the office as required, as per the Manager-Roebourne PCYC hours of work. b) A minimum of 20 Hours delivery of youth focus programs at the following times; <table> <tr> <td>Friday Evenings</td><td>3.00pm – 9.00pm (6 hours)</td></tr> <tr> <td>Saturday Evenings</td><td>6.00pm – 9.00pm and (3 hours)</td></tr> <tr> <td>Sunday</td><td>2.00pm – 5.00pm (3 hours)</td></tr> </table> <p>The remaining 8 hours of required programs may be at a time at the discretion of the PCYC to suit operational requirements.</p> <p>The levels of service requirements are subject to an annual review by both parties and may be changed by mutual agreement.</p>	Friday Evenings	3.00pm – 9.00pm (6 hours)	Saturday Evenings	6.00pm – 9.00pm and (3 hours)	Sunday	2.00pm – 5.00pm (3 hours)
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Sunday	2.00pm – 5.00pm (3 hours)						

RELATIONSHIP WITH OTHER USERS OF THE ROEBOURNE COMMUNITY HALL:

The PCYC shall be responsible for the external hire of the facility to other users. This includes all bookings, confirmations, receipt of fees and bonds and handling of all booking requirements by others. All income received is retained by the PCYC. Statistical reporting showing attendance and income figures to be presented to the City of Karratha on a monthly basis as required.

A schedule of fees and charges is established under the existing City of Karratha structure and adopted by Council for implementation. The PCYC will have an opportunity to suggest adjustments to this pricing structure in February each year.

FINANCIAL ARRANGEMENTS:

- a) The PCYC shall pay the City a peppercorn rental of \$1 per annum for use of the office space and Community Hall facilities subject to minimal levels of service as agreed in this document.
- b) The PCYC shall be responsible for all electricity charges associated with the use of the office space and Community Hall. Electric meters are located adjacent to the property and will be read on a monthly basis.
- c) The PCYC shall pay a nominal \$500- per annum for water services and consumption at the premises.
- d) The PCYC is responsible for the cleaning of the office space, community hall and toilet facilities. Inspections of standard of the facility will be conducted on a quarterly basis and any rectifications required will be at the cost of the PCYC. The City of Karratha's current cleaning commitment is 3 hours per day / 7 days per week.
- e) The PCYC shall be responsible for all telephone / internet connections and all costs associated with the ongoing management of them.
- f) The City of Karratha shall retain responsibility for building maintenance, buildings insurance, capital works and garden maintenance.

FIXTURES AND FITTINGS:

All fixtures and fittings currently installed (see Appendix B) and any improvements to the premises by the PCYC are and remain the property of the City.

ALTERATIONS TO PREMISES: (includes buildings & grounds):

The City's written consent is required prior to the PCYC:

- altering or permitting the premises to be altered
- making any addition to the premises
- installing any plant or equipment on the premises
 - removing any part of the premises
 - removing any plant or equipment from the premises

INSURANCE:

1. Public Liability Insurance

- 1.1. The PCYC shall, at all times during the Approval Term, be the holder of a current Public Liability Policy of Insurance in respect of the activities specified at the facility.

Indemnity Clause:

The PCYC agrees to provide cover to the City under their own public liability policy indemnifying the City as principal from all actions, costs, claims, charges, expenses, and penalties arising from the PCYC's activities, but only to the extent the damage is caused by or attributable to the fault of the PCYC or associated person(s).

2. Property Insurance

- 2.1 The PCYC shall be required to effect and maintain Property Insurance at all times during the term of the MOU for Contents/Equipment/Materials purchased or supplied by occupiers, and not forming a fixture or fitting of the premises.
- 2.2 Contents/Equipment/Materials purchased or supplied by the PCYC, and not forming a fixture or fitting of the premises, remain the property of the PCYC and are not insured by the City. This includes: equipment (refrigerators, heating or cooking appliances), curtains, and light fittings.
- 2.3 The City does not insure personal belongings, money and private property brought onto the premises.

3. Proof of Insurance

- 3.1 Before the MOU commences and whenever requested in writing the PCYC shall produce evidence to the satisfaction and approval of the Council of insurances effected and maintained

A Certificate of Currency/Insurance of the Public Liability Insurance policy stating, the level of cover, period of cover, and exclusion clauses must be provided to the City as part of this MOU.

If, after being requested in writing by the City, the PCYC fails to provide evidence of insurances required by this MOU, the City will issue a final notice. Until the PCYC produces evidence of compliance with its insurance obligations, approval for use of the premises can be revoked.

4. Notices of Potential Public Liability Claims

Incidents arising out of the activities or actions of the PCYC involving either Personal Injuries or Property Damage should be reported to the PCYC's own Insurer.

The PCYC shall as soon as practicable inform the City in writing of any occurrence involving the responsibilities of both the PCYC and the City, that might give rise to a claim. The PCYC shall keep the City informed of subsequent developments concerning the claim.

RISK MANAGEMENT:

1. A Risk Assessment shall be carried out by the PCYC before the commencement of the MOU and annually thereafter.
2. The PCYC acknowledges that they will be responsible for complying with emergency and incident management procedures and risk management practices implemented by the City in relation to the facility during the Approval Term, provided they receive reasonable notice of such procedures.
3. The PCYC agrees, prior to the commencement of this MOU, to confirm to the City details of their risk management plan and policies which address the risks associated with the PCYC's use of the City's facility and how such risks will be addressed.
 - 3.1 The PCYC acknowledges the City reserves the right, following consultation with the PCYC and or anybody representing the PCYC, to withdraw the premises, or any part thereof from use and to cancel this MOU if it considers the premises or any part thereof are unsafe and /or are unsuitable for use by the PCYC.

- 3.2 Should the City exercise its rights pursuant to clause 3.1 hereof, the City will use its best endeavours to find an alternate venue for the PCYC to use however the PCYC agrees to hold the City harmless if an alternative venue is not available/ cannot be found.
4. As far as reasonably practicable the PCYC must:
- 4.1 Exercise reasonable care that only competent employees and/or members are employed and take reasonable measures to maintain all premises, fittings and plant in safe and sound condition.
 - 4.2 Take all reasonable precautions to prevent personal injury and damage to property.

MAINTENANCE RESPONSIBILITIES:

General

The PCYC shall:

- Permit the City at all reasonable times to enter the premises.
- Immediately notify the City of any maintenance issues requiring attention.
- Not change the locks on any door of the Community Hall, any rooms, toilets or any part of the premises.
- Abide by all of the City's policies for using City Facilities
- Be responsible for ensuring the premises is a smoke free venue; that is no smoking is to occur inside (or in vicinity of entrance) of any buildings at any time.
- Comply with all Local Laws, the Liquor Control Act, the Health Act, Public Building Regulations and all other regulations relating to the care, protection and management of the premises as a City facility

Office Space

The PCYC shall:

- Maintain the interior of the office including any fittings in a clean and tidy condition at all times and be responsible for general day-to-day maintenance of the office space.
- Reinstatement any damage to the office to the satisfaction of the City where the damage has been caused by a person associated with the PCYC.

Kitchen

The PCYC shall:

- Have exclusive use of one fridge in the kitchen
- Leave any additional items (not included on the Asset Register – Appendix B) at their own risk
- Maintain the kitchen in accordance with the terms and conditions of hiring a City Facility (see Appendix C)

Community Hall (including toilets)

The PCYC shall:

- Maintain the Community Hall in accordance with the terms and conditions of hiring a City Facility (see Appendix C) when hiring the Community Hall for a PCYC related activity.

Car Park

The PCYC shall:

- Ensure rubbish and broken glass is cleared from the Car Park where applicable.

External Premises (Garden and Surrounds)

The PCYC shall:

- Assist in the cleaning and good order of gardens and surrounds.

CYCLONE MANAGEMENT:

The PCYC shall adhere to the Cyclone Management Plan for the premises (see Appendix D – Cyclone Management Plan) and follow all relevant procedures set out in this plan.

VACATING THE PREMISES:

At/before the termination date of this MOU the PCYC shall leave the Premises in a clean and tidy condition and in the same condition as at the Commencement Date together with any additions or improvements. The City will inspect the premises and the PCYC shall make good any items reasonably required of it to the satisfaction of the City.

TERMINATION:

This MOU may be terminated or rejected as invalid if either party breaches an essential term of the MOU.

DECLARATION

I/We acknowledge having received and read a copy of the conditions imposed within this MOU, and further undertake to be responsible for ensuring that all individuals and groups under our control, comply with these conditions.

DATED

Signed on behalf of City of Karratha:

PRINT NAME:.....

Signature:.....

in the presence of:

(Witness to the City's signature)

Signed on behalf of Roebourne Police and Community Youth Centre

PRINT NAME:.....

Signature:.....

in the presence of:

(Witness to PCYC signature)

MEMORANDUM OF UNDERSTANDING MANAGEMENT OF ROEBOURNE COMMUNITY HALL

Appendix A



Roebourne Community Hall

Car Park areas