

C O U N C I L L O R S

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# ATTACHMENT

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## **9.2.1** License Agreement Karratha Community Library

License Agreement Karratha Community Library

Ordinary Council Meeting  
Monday 21 September 2009

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THIS AGREEMENT is made the                      day of                      200

BETWEEN:

**MINISTER FOR TRAINING**, a body corporate pursuant to the provisions of the *Vocational Education and Training Act 1996* of 151 Royal Street East Perth in the State of Western Australia (**Minister**)

AND

**SHIRE OF ROEBOURNE**, a municipality and body corporate under the *Local Government Act 1995* of Welcome Road Karratha in the State of Western Australia (**Shire**)

**RECITALS:**

- A. The Shire and Pilbara TAFE (formerly known as Karratha College) contributed to the construction and provision of the existing library building on the Land, including acquisition of the land, capital works, technology infrastructure and other expenditure. The total cost of construction was \$1,767,100.00. The Shire contributed \$776,650.00 and Pilbara TAFE contributed \$990,450.00.
- B. The Minister for Education will pay for an extension to the existing library resource centre (**Library Resource Centre**) on the Land and will contribute to the following fit outs: Room 8 x 14 Metres.
- C. The parties acknowledge that whilst the Minister for Education and the Minister for Training are separate legal entities, facilities owned by those Ministers are cared for and administered by the Department.
- D. The Minister and the Shire have agreed to provide funds for the Operating Costs on the terms contained in this Agreement.
- E. The Parties hereby acknowledge a commitment to full and open cooperation, at all levels, in the use and management of the Facilities, for the benefit of the local community, the School and Pilbara TAFE.
- F. The Minister will continue to care for and manage the Facilities in accordance with this Agreement.
- G. The Minister for Education has contributed:
  - (i) \$30,000.00 towards the library automation system, which will include the provision of two staff computers;
  - (ii) existing library resources for use by Years 11 and 12 students from the

Karratha Senior High School library fiction and non-fiction resource collection;

- (iii) \$40,283.00 to purchase:
  - A. new library resources (inclusive of fiction, non-fiction, magazine and online subscriptions, print resources and a television and DVD player with trolley) for use by Years 11 and 12 students of the School; and
  - B. computers and a printer and scanner for student use in the Library Resource Centre; and
- (iii) furniture including a staff desk, conference tables and chairs for the Library Resource Centre and additional shelving for the new library resources referred to in Recital G(iii).
- H. The Shire has contributed the full cost of including a 'local history space' in the Facilities which will be managed and staffed by the Shire.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires:

**Agreement** means this agreement and any variation hereof or amendment hereto;

**Annexure** means an annexure to this Agreement;

**Business Day** means a day on which trading banks are open for general banking business in Perth, not being a Saturday, Sunday or a public holiday in Perth

**Community Librarian** means the appointed officer who:

- must act in the capacity of Regional Librarian as set out in the Regional Agreement made between the Shire and the Library Board of Western Australia dated 16 June 1994 and fulfill all the duties of the Regional Librarian set out in that Regional Agreement including monthly trips to Perth;
- is responsible for the day to day management of the Karratha Community Library;
- will liaise with the State Library Western Australia on all aspects of delivering library services to the West Pilbara region including membership and participation in the Country Librarians Group, the Regional Librarians Group and other committees as required;

- meet monthly with the Executive Manager Community Services and Branch Library staff of the Shire;
- co-ordinate the staffing and management of the Shire's branch libraries in Wickham, Roebourne and Dampier;
- will travel to all regional libraries in the Shire of Ashburton at least once per year;
- will prepare reports, information items, media releases, advertising and other documentation for the Shire's Executive Manager Community Services and the Shire on issues affecting the Shire branch libraries from time to time and as required;
- will undertake the preparation of annual budgets for the Shire branch libraries and monitor financial performance against the Shire's budget allocations;
- will procure items, resources and services for the School/Pilbara TAFE needs in accordance with designated purchase authority limits; and
- report to the library management committee and the Shire's Executive Manager Community Services on the progress of key performance indicators identified in the Shire's Community Services Corporate Plan.

**Community Librarian Cost Sharing** means the contribution by all Parties to the cost of the Community Librarian;

**Community Users** means those members of the public who are not enrolled at the School or Pilbara TAFE or a public education institution with reciprocal library borrowing rights with respect to the Facilities;

**Cost Sharing Arrangement** means the arrangement between the Parties by which the Parties have agreed to contribute to the Operating Costs of the Facilities in accordance with Annexure B;

**Department** means the Department of Education and Training;

**Facilities** means the facilities described in item 1 of the Schedule;

**Further Term** means each of the further terms described in item 3 of the Schedule;

**Land** means the land comprised in Lot 2598 on Deposited Plan 214671 and being the whole of the land in qualified Certificate of Crown Land Title Volume 3049 Folio 686 also known as Reserve 34105;

**Librarian** means the Community Librarian when acting as Shire and Regional Librarian;

**Licence** means the licence referred to in Clause 2;

**Management Committee** means the management committee appointed in accordance with clause 4;

**Minor Maintenance Work** means any routine maintenance or repair work to the Facilities or replacement of existing equipment costing less than \$7,500.00;

**Major Maintenance Work** means any additions or improvements to the Facilities costing \$7,500.00 or more;

**Operating Costs** means all amounts from time to time properly and reasonably incurred or expended in the running and maintenance of the Facilities and without limiting the generality of the foregoing shall include:

- (a) all costs reasonably incurred in the repair and maintenance of the Facilities including (but not limited to) the reasonable cost of materials and the reasonable cost of all wages and overheads of staff employed in carrying out such repairs and maintenance;
- (b) all costs reasonably incurred in the provision and maintenance of security throughout the Facilities including (but not limited to) charges rendered by contract security companies and all lease, hire, repair, maintenance and running costs of monitoring and surveillance equipment;
- (c) the reasonable costs of keeping the Facilities in clean and good sanitary condition and of removing from the Facilities all rubbish and waste which cost shall include (but not be limited to) all costs associated with cleaning, gardening and maintenance;
- (d) all costs reasonably incurred in the control and eradication of all pests in the Facilities; and
- (e) all water, electricity, gas, telephone and communications, charges and rentals which fall due during the term of this Agreement;

**Operational Issues** means the day to day management of the Facilities;

**Party** (depending on the context) means the Minister or the Shire and **Parties** means both of them;

**Principal** means the principal of Karratha Senior High School;

**Schedule** means the schedule to this Agreement;

**School** means the education facility for years 11-12 known as Karratha Senior High School;

**TAFE** means Pilbara TAFE;

**TAFE Director** means the Karratha campus director;

**Term** means the term described in item 2 of the Schedule; and

**Terms of Reference** means the terms of reference of the Management Committee set out in Annexure B.

1.2 In this Agreement unless the context otherwise requires:

- (a) a reference to a person includes that person's legal personal representatives, assigns and successors;
- (b) an obligation on the part of two or more person binds them jointly and severally and a right in favour of two or more persons is for the benefit of them jointly and severally;
- (c) words importing any gender include the other genders;
- (d) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (e) the singular include the plural and vice versa;
- (f) the word **corporation** shall include all bodies corporate or incorporated associations and the word **person** shall include corporation.
- (g) a reference to this Agreement or any other document includes the document as varied or replaced, and notwithstanding any change in the identity of the parties thereto;
- (h) no rules of construction shall apply to disadvantage a Party on the basis that Party being responsible for the preparation of the Agreement or any part of it;
- (i) reference to -
  - (i) an Act by name is a reference to an Act of the Parliament of Western Australia;
  - (ii) an Act whether by name or otherwise includes the amendments to the Act for the time being in force and also any Act passed in substitution for it or in lieu of it and all subsidiary or subordinate legislation for the time being in force under it;
- (j) clause and subclause headings and the list of contents are inserted for ease of reference only and shall be disregarded in the interpretation or construction of this Agreement;

- (k) reference to the Shire using the Facilities means and includes use of the Facilities by members of the public, the Shire or any of its employees, agents, licensees, or invitees;
- (l) reference to the Minister using the Facilities means and includes use of the Facilities by the Minister or any of its employees, agents, licensees, students of the School or invitees.

## **2. GRANT OF LICENCE**

2.1 The Minister grants to the Shire a non-exclusive licence to use the Facilities, for educational and community library purposes, together with rights of access to the Facilities across the Land, at the Licence Fee, for the Term or until such time as the Minister divests itself or is divested of its rights over or in the Land (whichever occurs sooner). Nothing expressed or implied in this Agreement shall confer a right of exclusive occupation of the Facilities to the Shire and the Minister may at any time and at all times and from time to time exercise all of its rights in respect of the Facilities including the rights to use and possess and enjoy the whole or any part of the Facilities save only in so far as such rights shall:

- (a) prevent the operation of the Licence and rights with respect to the Facilities granted pursuant to this Agreement; and
- (b) be inconsistent with the express provisions of this Agreement.

2.2 This Agreement revokes and supersedes the previous undated Agreement made between the Shire and TAFE (then known as Karratha College) in respect of the existing library on the Land referred to in Recital A.

## **3. COST SHARING ARRANGEMENT**

3.1 The Minister and the Shire shall contribute to the Operating Costs in accordance with the Cost Sharing Arrangement set out in Annexure B.

3.2 The Minister shall pay all Operating Costs. The Minister will invoice the Shire quarterly in arrears in one invoice for its share of the Operating Costs.

3.3 The parties acknowledge that the existing library building on the Facilities is old and as such will require regular maintenance and repair. All Parties agree to contribute equally to maintenance and repair of that building provided that the scope and timing of any such works have been first approved by the Parties.

## **4. MANAGEMENT COMMITTEE**

4.1 A Management Committee is hereby established which shall be comprised of the members set out in clause 3 of the Terms of Reference and shall exercise the functions set out in clause 5 of the Terms of Reference.

- 4.2 A member may resign from the Management Committee by written notice to that effect delivered to the person who appointed that member.
- 4.3 Each Party may each in regard to its respective appointees at any time and from time to time:
- (a) revoke an appointment and appoint another person in place of the member whose appointment is revoked;
  - (b) appoint a person to act temporarily as a member during the absence of any member and a person while so acting shall be deemed to be a member; and
  - (c) appoint another person to act as a member in place of a member who resigns under clause 4.2.

## **5. USE OF FACILITIES**

- 5.1 At all times during opening hours of the Facilities (including without limitation the times outside of usual School hours), the Facilities shall be accessible to students and staff of the School, Pilbara TAFE and Community Users.
- 5.2 The Facilities will be open for all users on evenings and weekends.
- 5.3 Policy decisions related to the operation of the Facilities such as opening hours, code of conduct, borrowing and usage rights, and fees and charges will be recommended by the Management Committee for endorsement by the Parties.
- 5.4 The Minister will manage the Operational Issues in respect of the Facilities.

## **6. APPOINTMENT OF STAFF**

- 6.1 As the entity responsible for management of the Facilities, the Minister, via Pilbara TAFE, will be responsible for the appointment of staff with the Management Committee determining the selection committee for each appointment.
- 6.2 The Minister and the Shire shall contribute to the costs of the library staff in accordance with the Cost Sharing Arrangement as set out in Annexure A.

## **7. RESOURCES FOR FACILITIES**

The Minister shall at all times ensure that the Facilities are adequately stocked with resources at levels commensurate with the size of the community intended to be served by the Facilities and:

- (a) resources will be allocated as necessary on a needs basis as determined by the Management Committee; and
- (b) recognises and will work within the guidelines of the Library Information Service of Western Australia standard for the ratio of books to users.



## **8. MAINTENANCE AND SECURITY**

- 8.1 The Minister shall keep and maintain the Facilities in good order, repair and condition and provide thereto all necessary electrical, water supply and garbage collection services. The Parties shall pay the proportion of any costs and expenses incurred in that regard in accordance with the Cost Sharing Arrangement as set out in Annexure A.
- 8.2 The Minister shall be responsible for all Operating Costs for the security of the Facilities. The Parties shall pay the proportion of any costs and expenses incurred in that regard in accordance with the Cost Sharing Arrangement as set out in Annexure A.
- 8.3 Notwithstanding anything expressed or implied to the contrary in this Agreement, if a Party or any officer, agent, employee, contractor, student, invitee or licensee of a Party, through its, his or her negligence or other default, damages or destroys or contributes to the damage or destruction of the Facilities or any part thereof, then, to the extent that such damage or destruction was caused or contributed to by the negligence or other default of any of the aforesaid persons, the relevant Party shall be responsible for all or part (as the case may be) of the cost of the repair or replacement of the damaged or destroyed Facilities.
- 8.4 Major Maintenance must be approved by the Management Committee before commencement except in the case of an emergency. In the case of an emergency, the Management Committee must be advised of the Major Maintenance carried out during the next Business Day.
- 8.5 Any works or maintenance required outside of the allocated budget must be approved by the Management Committee except in the case of an emergency. In the case of an emergency, the Management Committee must be advised of the works or maintenance during the next Business Day.

## **9. INDEMNITY**

Notwithstanding anything to the contrary expressed or implied in this Agreement, each Party shall release, indemnify and keep indemnified the other Party and all officers, agents and employees of the other Party from and against all actions, proceedings, suits, claims, demands, losses, damages, costs and expenses which may at any time be brought or maintained against or suffered or incurred by other Party or any of its officers, agents or employees arising from or in connection with this Agreement or the Facilities and:

- (a) the death of or injury or illness of any person; and
- (b) the destruction or loss of or damage to any property,

to the extent that the same has been caused or contributed to by:

- (c) any breach of this Agreement by or on the part of; or

(d) any negligent or unlawful act or omission of,

the first mentioned Party or any officer, agent, employee, contractor, student, invitee or licensee of the first mentioned Party.

## **10. INSURANCES**

- 10.1 The Minister shall effect and maintain insurance cover for the Facilities. The Parties shall pay the proportion of any costs and expenses incurred in that regard in accordance with the Cost Sharing Arrangement as set out in Annexure A.
- 10.2 The Minister shall effect and maintain a policy of public liability insurance in an amount of not less than TWENTY ONE MILLION DOLLARS (\$21,000,000.00) (or such larger sum as shall be determined at the reasonable discretion of the Minister from time to time to reflect prudent commercial practices, including changes in the Consumer Price Index (all groups) for Perth, Western Australia as published by the Australian Bureau of Statistics) in respect of any one occurrence.
- 10.3 As and when requested the Minister shall provide the Shire with a copy of a policy referred to in clause 10.2 and all receipts or other proof of payment of premiums.
- 10.4 If, pursuant to this Agreement, there is in existence an insurance policy covering loss of, destruction or damage to property of any kind whatsoever and a claim is made against that policy on account of such property being lost, destroyed or damaged, then the Party with the insurable interest in the property, and in whose name the policy exists, shall ensure that all the monies payable and paid under that policy are applied to the replacement or repair (as the case may be) of the lost, destroyed or damaged property.

## **11. OPERATIONAL CHARTER**

The Parties acknowledge that pursuant to the *Library Board of Western Australia Act 1951* the Shire is a participating body (as defined in that Act) in respect of a scheme (as defined in that Act) entered into with the Library Board of Western Australia for the promotion organisation supervision and assistance of registered public library and registered public library services within the municipal district of the Shire and nothing herein shall be deemed to enable or permit the Parties to take any action in respect of the public library purposes of the Facilities which would contravene that scheme.

## **12. PARTY WITHDRAWAL**

- 12.1 Notwithstanding anything expressed or implied in this Agreement to the contrary, but subject to clause 12.2, either Party may, by giving 6 months notice in writing to the other Party, withdraw from this Agreement for any reason whatsoever and upon the expiration of that 6 month period (and provided the

other Party has agreed), that Party is no longer a party to this Agreement but any rights of action or claims which accrued or arose to any Party prior to such withdrawal are hereby preserved.

- 12.2 If the Shire wishes to withdraw from this Agreement in accordance with clause 12.1 the Shire must first obtain the prior written agreement of the Minister and any outstanding Operational Issues must be resolved to the satisfaction of the Minister.

### **13. TERMINATION**

- 13.1 The Minister may terminate this Agreement if the Shire defaults in the performance of or compliance with a provision of this Agreement and fails to remedy that default within seven days of receiving a written notice from the Minister specifying that default and requiring that default to be remedied.

- 13.2 Termination by the Minister under clause 13.1 shall not prejudice or otherwise affect:

- (a) the liability of the Shire in respect of any antecedent breach of any of the provisions of this Agreement; or
- (b) the rights of the Minister to claim damages for breach of this Agreement or otherwise whatsoever.

### **14. OPTION OF RENEWAL**

If:

- (a) prior to the expiration of the Term, this Agreement has not been terminated; and
- (b) the Shire desire to extend this Agreement for a Further Term; and
- (c) the Shire give to the Minister written notice of its desire such notice being received by the Minister not more than 6 or less than 3 months prior to the expiration of the Term or a Further Term (as the case may be); and
- (d) during the Term or the then current Further Term (as the case may be) there had been no breach of any term of this Agreement by the Shire which was not rectified within a reasonable period of time after notice of breach was given by the Minister,

then this Agreement will be so extended for the next Further Term subject to the terms and conditions set out in this Agreement with the exception of any options to renew which are or have already been exercised. If one option to renew is not exercised, then all subsequent options to renew no longer apply.

**15. COSTS**

- 15.1 The Minister will pay the preparation costs for this Agreement.
- 15.2 Each Party will pay its own legal and other costs for perusal and negotiation of the terms of this Agreement, execution and completion of this Agreement and of other related documentation.
- 15.3 The Shire (as the case may be) shall pay to the Minister 100% of all costs charges and expenses for which the Minister shall become liable in consequence of or in connection with any default by the Shire (as the case may be) in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Shire (as the case may be) to be performed or observed.

**16. BOOKS AND EQUIPMENT**

The Minister will at its own cost provide all initial resources and computers for the Library Resource Centre. Ongoing costs will be provided as per the Cost Sharing Arrangement.

**17. REASONABLENESS**

- 17.1 Any agreement, consent, approval, permission, authority, decision, requirement, condition, direction or thing to be done pursuant to this Agreement shall not be capriciously or unreasonably reached, withheld, given or carried out, and the obligations and the performance of each Party shall be carried out and performed in a reasonable manner.
- 17.2 Any Party must execute and do all acts and things reasonably necessary to implement and give full effect to the provisions and purpose of this Agreement.

**18. DISPUTE RESOLUTION**

- 18.1 If any dispute or difference arises between the Parties in connection with any aspect of this Agreement, the Parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or difference by negotiation.
- 18.2 For the purpose of facilitating the process of negotiation referred to in clause 18.1:
- (a) the Party claiming that the dispute or difference has arisen is to give notice to that effect to the other Party and the notice is also to designate a representative for the negotiation who will have authority to settle the dispute on behalf of that Party; and
  - (b) each Party is then promptly to designate by notice to the other Party its representative for the negotiation who will have authority to settle the dispute on behalf of each Party.

- 18.3 Unless a Party has complied with clauses 18.1 and 18.2 that Party may not commence court or arbitration proceedings relating to the dispute or difference, except in the case of urgent interlocutory proceedings.
- 18.4 If the Parties or their representatives do not settle the dispute or difference by negotiation within 21 days after the dispute notice is given under clause 18.2(a), the Minister will give notice to the Shire requiring written submissions in relation to the dispute or difference within 14 days. After that period the Minister will proceed to make a determination based on the written submissions provided by the Shire.
- 18.5 The Minister will notify the Shire in writing of any determination made under clause 18.4 within a reasonable period of time.

## **19. ENTIRE AGREEMENT AND VARIATION**

- 19.1 This Agreement is intended as the complete, final and exclusive statement of the terms of the Agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof.
- 19.2 This Agreement may not be varied except in writing executed by all Parties.
- 19.3 The terms and conditions of this Agreement shall prevail notwithstanding any conflict with the terms and conditions of any instrument submitted or used by any Party in the administration of this Agreement.

## **20. THIS AGREEMENT PARAMOUNT**

If there is an inconsistency between the provisions of this Agreement (excluding the Rules) and the Rules, then the provisions of this Agreement (excluding the Rules) shall prevail to the extent of that inconsistency.

## **21. NOTICES**

- 21.1 Notices that may or must be sent under or in connection with this Agreement shall be in writing, signed by the Party or representative of the Party giving notice, and may be delivered by pre-paid post, by hand or by facsimile transmission to the other Party at the relevant address or facsimile number set out in item 5 of the Schedule;
- 21.2 Notices shall be deemed to be received:
- (a) (in the case of delivery by pre-paid post) two days after deposit in the mail;
  - (b) immediately upon delivery by hand; or

- (c) immediately upon an apparently successful facsimile transmission being noted in document form by the sender's facsimile transmitter.

**22. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the law in force in Western Australia from time to time. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

**23. NO PARTNERSHIP OR AGENCY CREATED**

Nothing in this Agreement constitutes or is deemed to constitute a partnership or agency between the Parties for any purpose whatsoever and a Party has no authority or power to bind any other Party or to contract in the name of and create a liability against any other Party in any way or for any purpose.

**24. NO WAIVER**

- 24.1 No right of any Party under this Agreement shall be deemed to be waived except where such a waiver is in writing signed by or on behalf of that Party.
- 24.2 A waiver by a Party shall not prejudice the rights of that Party in respect of any subsequent or other breach of the Agreement by the other Party.
- 24.3 A failure by a Party to enforce any provision of this Agreement or any forbearance, delay or indulgence granted by a Party to the other shall not be construed as a waiver of the first mentioned Party's rights under this Agreement.

**25. RECORDS AND AUDITED ACCOUNTS**

The Minister shall keep true, accurate and up-to-date records of its receipts and expenditure in respect of the Facilities and shall allow the Shire to inspect and/or take copies of those records at any time and from time to time provided that reasonable notice is first given by the Shire on each occasion. The Minister shall, at intervals of no greater than twelve (12) months during the currency of this Agreement, provide the Management Committee and the Shire with properly audited accounts of its receipts and expenditure in respect of the Facilities.

**26. NOT TO AFFECT**

Nothing in this Agreement shall affect or be deemed to affect any right power authority or duty conferred or imposed upon the Minister or any agent or employee of the Department under the School Education Act 1999.

**27. ASSIGNMENT**

The Shire shall not without the prior written consent of the Minister (which consent may be arbitrarily withheld) and the Minister for Lands assign, transfer, encumber or otherwise dispose of the Licence or any part thereof or the rights, liberties or authorities granted under this Agreement.

**28. NOT TO OBSTRUCT OR CAUSE NUISANCE**

The Shire shall not do or leave undone or allow or suffer to be done or left undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by any Authority or within the meaning of any Statute (State or Federal) now or hereafter in force may exist arise or continue upon or in connection with the Facilities or any business carried on upon the same or the use thereof and forthwith to abate any such nuisance or alleged nuisance and to carry out and comply with all the provisions of every such Statute and of every requisition and order of any Authority in reference thereto.

**29. COMPLY WITH STATUTES**

The Shire shall both ensure that its employees agents contractors licensees and invitees shall at all times duly and punctually comply with observe and carry out and conform with the provisions of any Statute now or hereafter in force and all requirements and orders of any Authority which effect the Facilities or the use thereof.

**30. SCHOOL PART OF MINISTER**

The Parties acknowledge and agree that the School is a part of, and an agent for, the Minister for the purposes of this Agreement.

**31. STAFFING AND STAFF REPORTING**

The Shire and the Minister, via the Management Committee, are to provide guidance on the staffing structures for the Facilities.

**32. PILBARA TAFE PART OF MINISTER**

The Parties acknowledge and agree that Pilbara TAFE is a part of, and an agent for, the Minister for the purposes of this Agreement.

**33. TRAFFIC BY-LAWS**

33.1 The Shire will be responsible for the enforcement of the rules and regulations for the use of parking bays on the Land as specified by the Minister from time

to time and acknowledges that the Minister may issue infringement notices if there is a breach of those rules and regulations.

33.2 The Minister will place signs on the Land setting out those rules and regulations.

**34. LOCAL HISTORY SPACE**

The Shire will be responsible for managing and provide staff for the 'local history space' contained within the Facilities.



## SCHEDULE

### Item 1 Facilities

The existing library and the additional resource centre including the Shire's local history space, constructed on that portion of the Land as is delineated and hatched on the plan annexed hereto

### Item 2 Term

Five years commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_

### Item 3 Further Terms

First Further Term - Five years commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_

Second Further Term - Five years commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_

Third Further Term - Six years commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_

### Item 4 Licence Fee

One peppercorn per annum

### Item 5 Notices

Minister: Minister,  
Dampier Road  
KARRATHA WA 6714  
FAX:

Shire CEO  
Shire of Roebourne  
Welcome Road  
KARRATHA WA 6714  
FAX: 9185 1626

**EXECUTED by the Parties as a Deed**

Signed for and on behalf of the )  
**MINISTER FOR TRAINING** by )  
SHARYN O'NEILL )  
the Director General of the Department )  
of Education and Training acting under )  
delegated authority pursuant to Section 10 )  
of the *Vocational Education and Training* )  
*Act 1996* in the presence of )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Full Name)  
Officer Department of Education and Training  
Western Australia

\_\_\_\_\_  
(Signature)

THE COMMON SEAL of )  
the **SHIRE OF ROEBOURNE** )  
was affixed in the presence of : )

\_\_\_\_\_ Shire President

\_\_\_\_\_ Chief Executive Officer

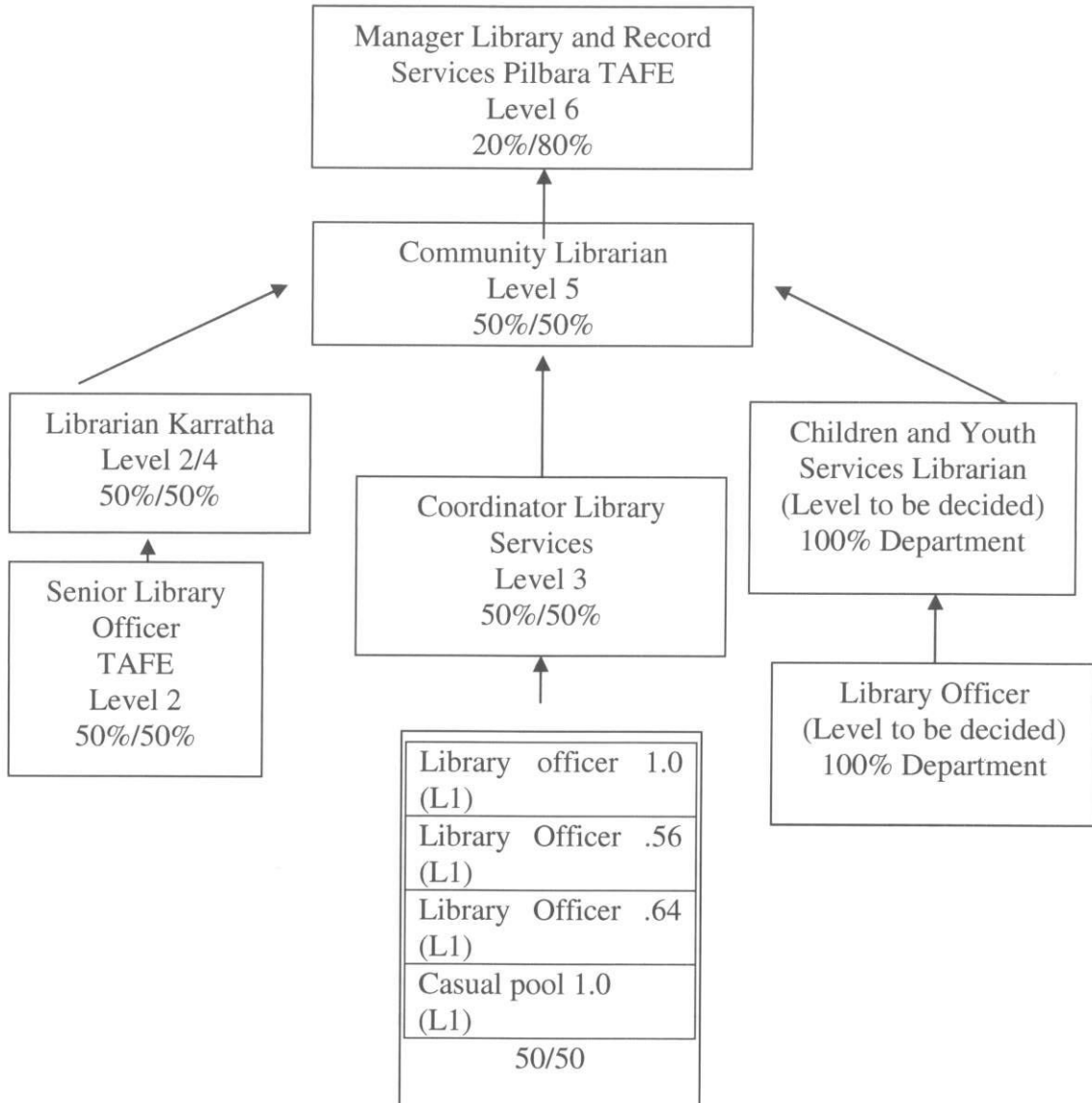
APPROVED FOR THE PURPOSES OF SECTION 18 OF THE LAND  
ADMINISTRATION ACT 1997.

\_\_\_\_\_  
by Order of the Minister for Lands

**ANNEXURE A**  
**COST SHARING ARRANGEMENT**  
**OPERATING COSTS OF THE FACILITIES**

	MINISTER	SHIRE
Utilities	50%	50%
Cleaning	50%	50%
Maintenance Works	50%	50%
Major Capital Improvements	50%	50%
Rates	50%	50%
Security	50%	50%
Electrical	50%	50%
Water Consumption	50%	50%
Rubbish collection	50%	50%
Manager Library Record Services	80%	20%
Children and Youth Services Librarian	100%	0%
Department Library Officer	100%	0%
Community Librarians and all other staff	50%	50%
Building Insurance	50%	50%
Contents Insurance	50%	50%
Book Resources	50%	50%
Furniture (Repair and Replacement)	50%	50%
Equipment (Repair and Replacement)	50%	50%
Information Technology – community library	50%	50%
Information Technology – education Library Resource Centre	100%	0%
Public Liability Insurance	50%	50%

The drawing below shows Library staff and their reporting relationship



Cost sharing should be worked on a budget. Final quarter adjustment can be considered. The Committee to adopt a budget and final quarter reconciliation plan.

#### REVIEW SCHEDULE

1. FUNDING AND FTE IN 2010
2. SERVICE DELIVERY TO SCHOOL

**ANNEXURE B**  
**ROLE OF MANAGEMENT COMMITTEE**

**Karratha Community Library Management Committee**  
**Terms of Reference**

**1. TITLE**

The name of the management committee shall be the Karratha Community Library Management Committee (**Committee**).

**2. PURPOSE**

To serve as a liaison committee between the Shire of Roebourne, Pilbara TAFE and Karratha Senior High School for the management of the joint use Karratha Community Library and to co-ordinate the operation, management and maintenance of the library.

**3. MEMBERSHIP**

3.1. Membership of the Committee comprises the following:

- Director, Business Services Pilbara TAFE (Chair);
- Manager Library & Record Services, Pilbara TAFE;
- Manager Financial Services, Pilbara TAFE;
- Karratha Community Librarian;
- Principal Karratha Senior High School;
- Director Corporate & Community Services Shire of Roebourne;
- Manager Financial Services, Shire of Roebourne.

Minute Secretary: Executive Assistant to Director Business Services, Pilbara TAFE.

3.2. A member may resign from the Management Committee by written notice to that effect delivered to the person who appointed that member.

**4. MEETINGS**

4.1. The Manager Library & Record Services will be responsible for:

- 4.1.1. Scheduling meetings and notifying committee members;
- 4.1.2. Preparing agendas and issuing notices for meetings, and ensuring all necessary documents requiring discussion or comment are attached to the agenda;

- 4.1.3. Distributing the agenda one week prior to the meeting;
  - 4.1.4. Reviewing the draft minutes before distribution to the all the Committee members two weeks after the meeting; and,
  - 4.1.5. Inviting specialists to attend meetings when required by the Committee.
- 4.2. The Committee shall meet four (4) times per year.
- 4.3. The quorum necessary for the transaction of the business of the Committee shall be three (3) who must comprise of one representative from each of the Shire, Pilbara TAFE and Karratha Senior High School.
- 4.4. Each member has one (1) vote and the Chair shall not have a casting vote.
- 4.5. In the case of a voting deadlock the matter shall be referred to the Managing Director, Pilbara TAFE and the Shire President for consideration and direction.
- 4.6. The Committee may prescribe its own procedure for the day to day running of its affairs but such procedure shall not contravene these Terms of Reference, any legislation or other law, or the policies bylaws or regulations of the Minister (Education and Training) or any right power authority or duty conferred or imposed on the Minister or the Shire or any person acting under the authority of any of them including (without limiting the generality of the foregoing) the Principal and the Chief Executive Officer of the Department or the Shire.
- 4.7. The Committee shall not –
- 4.7.1. handle any money; or
  - 4.7.2. undertake any obligation involving the expenditure of money without the prior written approval of the Minister and the Shire or (in a case involving expenditure of money by only one of those Parties) the prior written approval of the Minister and the Shire as the case may require.
- 4.8. The Committee shall keep accurate minutes of all business transacted at all Committee meetings. Minutes of each meeting shall be forwarded to the Minister and the Chief Executive Officer of the Shire and each member of the Committee not later than 2 weeks after each meeting.

## **5. FUNCTIONS**

The Committee may:

- 5.1. Endorse the Karratha Community Library Annual Operational Plan and recommend it to the Minister and the Chief Executive Officer of the Shire.

- 5.2. Monitor the performance of the library against the targets set in the Operational Plan.
- 5.3. Endorse policies and procedures for the management and operation of library services.
- 5.4. Act as a forum for discussion between Pilbara TAFE, Karratha Senior High School and the Shire of Roebourne on library improvements and requirements.
- 5.5. Recommend to Pilbara TAFE means by which library services can be effectively and efficiently provided.
- 5.6. Recommend to Karratha Senior High School means by which library services can be effectively and efficiently provided.
- 5.7. Recommend to the Shire means by which Shire library services can be effectively and efficiently provided.
- 5.8. Recommend to Pilbara TAFE and the Shire means by which services to other library stakeholders can be effectively and efficiently provided.
- 5.9. Monitor library expenditure against budget.

## **6. Definitions**

Unless the context otherwise requires, in these Terms of Reference all words and phrases shall have the same meanings as those ascribed to them in the Agreement.

2009

MINISTER FOR TRAINING

AND

SHIRE OF ROEBOURNE

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LICENCE AGREEMENT FOR THE KARRATHA COMMUNITY LIBRARY

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STATE SOLICITOR'S OFFICE  
COMMERCIAL AND CONVEYANCING  
PERTH  
TELEPHONE : (08) 9264 1176  
SSO 2607-06



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