MEMORANDUM OF UNDERSTANDING

BETWEEN:

SHIRE OF RAVENSTHORPE

- AND -

RAVENSTHORPE ENTERTAINMENT CENTRE MANAGEMENT COMMITTEE INCORPORATED (RECMC Inc.)

FOR THE USE OF:

RAVENSTHORPE ENTERTAINMENT CENTRE AND SPORTING COMPLEX

RAVENSTHORPE

WESTERN AUSTRALIA

This Memorandum of Understanding (MOU) for the use and shared management of the Council owned **Ravensthorpe Entertainment Centre and Sporting Complex (REC) facility** was made the day of 2014~~4~~5,

between:

The **Shire of Ravensthorpe** of 65 Morgans Street, PO Box 43, Ravensthorpe 6346 in the State of Western Australia

and

The **Ravensthorpe Entertainment Centre Management C~~c~~ommittee Inc. (RECMC Inc.)** of c/- PO Box 43, Ravensthorpe 6346 in the State of Western Australia

(collectively "the Parties")

1 Background:

A. The official opening of the lower floor of the REC was in November 2002, whereby the steering committee then being the Ravensthorpe and District Entertainment Centre Executive Committee had met over 300 times. The upper floor was completed in 2008, and a RECMC was formed in early 2009. The RECMC was established for the purpose of allowing the Ravensthorpe sporting community and other user groups to take an active role in the management of the REC;

B. On the 17th November 2009, the Shire of Ravensthorpe Council, through the Chief Executive Officer, arranged the incorporation of the RECMC and was resolved by Council in March 2009, to manage the Centre pursuant to the arrangements contained within the initial 'Heads of Agreement' document; and

C. In July 2013, a Special General Meeting of the RECMC was called to investigate the community's demand / desire to continue with an active role in the management of the facility as the RECMC could not obtain a quorum nor make any recommendations to Council on such management.

2 Purpose:

A. The RECMC through its Incorporation will act in line with a governing Constitution, as its own entity. A current Constitution must be held by the RECMC to depict the most recent arrangements contained within this MOU;

B. Due to the above noted significant changes in management options and actions for the REC since its inception and in line with annual review of the initial 'Heads of Agreement', the Parties have agreed to enter into this MOU to confirm and establish their commitment to making the REC a community-run facility; and

C. The purpose of this MOU is to update, detail and define the roles, responsibilities and arrangements of the Parties, for the use and shared management of the Council owned and community-run Ravensthorpe Entertainment Centre and Sporting Complex (REC) facility.

3. The Parties therefore agree as follows:

1. The 'REC' facility encompasses the playing fields, floodlights, pavilion, outdoor tennis and Multi use courts, playground, car park and Entertainment Centre in its entirety, as illustrated in RED on Appendix A of this MOU, under reserve 7369 (Lot 158 Coleman St) vested in the Shire for the purposes of Recreation;

2. This MOU will continue for a term of twelve (12) months from the date of signing, unless circumstances require that the facilities must be altered, vacated and/or removed from the allocated reserve site. At the expiration of this MOU, the arrangements will be reviewed in respect to the requirements for a further arrangement to be formalised;

3. The MOU may be terminated and or amended by mutual agreement by the Parties upon notice in writing at any time. The owner's interest in the MOU may be terminated by the owner giving three months' notice in writing to the RECMC at any time;

4. The intent of the Parties is to effectively manage and support the increased usage and financial viability of the REC. The Parties intend that all affiliation and/or membership fees and programs and services revenue be applied to

support and promote local sporting groups and facilitate improvements and operations of and to the REC. This distribution of funds through recommendation of the RECMC and approval of the Council is noted in section 5.0; and

5. The Parties are committed to encouraging the community to take greater responsibility for the REC and create a fully used community facility. In achieving this, the Parties are agreeable to the Responsibilities designated ~~3~~4.0 and ~~4~~5.0.

4 Roles and Responsibilities of the RECMC:

1. The Vision for the RECMC is that; The Ravensthorpe Entertainment Centre and Sporting Complex is a valued sporting and community resource that promotes an inclusive atmosphere and a range of lifestyle activities;

2. The Mission for the RECMC is; To provide the community with a facility that is well resourced, which operates with an ethos of service and expertise and caters for a range of interests and needs;

3. The key Values of the RECMC are the guiding principles that will dictate behavior and action in achieving the Vision and Mission. The RECMC have a commitment to inclusive, accessible and sustainable activity building community ownership for the future;

4. The RECMC management committee will consist of the following affiliated members, to attend the minimum monthly meetings, each of whom will have equal voting rights:
   - 1~~2~~ representatives from the Tigers Football & Sporting Club with a maximum of 2;
   - 1~~2~~ representatives from the Basketball Association with a maximum of 2;
   - 1 representative from the Tennis Club;
   - 2 representatives from the community;
   - 2 Councillors from the Shire; and
   - 1 representative from Ravensthorpe District High School;

5. Affiliated members may send a proxy delegate to sit on RECMC and will have the same voting rights as present members. It is the role of each affiliate to ensure adequate handover of agenda notes. Minimum

representation is as per the REC MC By-Laws ~~A~~er ~~minimum of 1 rep from each affiliated group must be present for a quorum (as per~~ RECMC ~~Constitution)~~ ~~where the total required for the quorum is 6~~. Teleconferencing attendance and e-voting is permissible subject to prior notification to the President and/or Secretary of the RECMC;

6. To ensure the positions of the 2 community members on the RECMC are advertised in the Community Spirit newspaper with applicants only eligible for a community position on the RECMC if they are not a member of an organisation with representatives already on the RECMC. The selection of the preferred member will be finalised and selected by the CEO, with consideration given to the recommendations of the RECMC. The Community Representative is herein excluded from the proxy delegate clause;

7. To ensure that affiliated members have been elected by their respective groups/clubs to volunteer their time to not only attend the monthly meeting but to achieve the outcomes of the RECMC. It is expected that each member will undertake projects of and for the RECMC as required;

8. To review and monitor the outcomes and achievements of the appointed RECMC Secretary in conjunction with the Shire's Manager of Communtiy & Recreation Development~~Recreation and Community Services~~. This may be reviewed through monthly reports at each of the monthly meetings of the RECMC;

9. To adequately utilise the support and administrative resource of a paid Secretary, as allocated by the RECMC and approved by Council. This position is paid for through program and affiliation revenue up to a value of $10,000.00 pa. This Officer is to assist in the achievement of the RECMC responsibilities outlined in section 4 and is available approximately 1 – 2 days per week;

10. To ensure as a primary role of the RECMC that each affiliated representative coordinates the collection of the affiliation / membership fee, from their respective user group upon invoice from Council annually in October. This fee will be confirmed by the RECMC and presented to Council in June of each year based on a rolling usage and membership figure over the previous three (3) years;

11. The RECMC members are to provide the RECMC Secretary with a full and complete list of all adult and junior members of each affiliated group, prior to June 30 each year, for uploading by the Secretary onto the software program for ongoing operations and membership calculations;

12. The RECMC are to make recommendations to the Council in the following regard:
    - 12~~3~~.1 Improvements requiring Capital Works;
    - 12~~3~~.2 The level of membership / affiliation fees and or hire / usage fees and charges to groups and/or individuals for the use of any part of the facilities;
    - 12~~3~~.3 The distribution of funds from program revenue of the Centre to any of the affiliated groups or for the purposes of facility and/or program and service improvements;
    - 12~~3~~.4 The distribution of funds, if any, to the building improvements reserve fund;
    - 12~~3~~.5 ~~The appointment of new members/representatives to the RECMC~~;
    - 12~~3~~.5~~6~~ Strategies to increase the use of the REC requiring Council approvals;
    - 12~~3~~.6~~8~~ The appointment of an additional representative member on the RECMC, whom participates in any activity within the facility not directly affiliated with a current member or member group;
    - 12~~3~~.7~~8~~ The seasonal dates for the membership period which are currently set as October 1 to September 30~~1~~; and
    - 12~~3~~.8~~7~~ Any other recommendation which the RECMC deems appropriate to enhance the continual well-being of this facility for the community and to achieve the agreed RECMC Objectives.

13. To ensure that the facility is left in a clean and tidy state (including rubbish, decorations, debris, materials, bathrooms and equipment) at the end of each period of use and immediately report any damage or unclean areas to Shire's Manager of Community & Recreation Development~~Recreation and Community Services~~;

14. To regularly assess the facility for maintenance issues and/or risk areas of concern and report inspection outcomes to the Shire's Manager of Community & Recreation Development ~~Recreation and Community Services~~ at ones earliest convenience;

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15. To ensure that no illegal activity is carried out upon the facility by members of any affiliated user group/s;

16. To ensure appropriate supervision of and accept responsibility for the behaviour of all members of affiliated groups using the facilities under the arrangements herewith;

17. To ensure all facility usage requests and activities are advised to the Shire through the Recreation Services Officer or Manager of Community & Recreation Development ~~Recreation and Community Services~~ in advance of use, to ensure adequate cleaning and prevent external facility usage conflict;

18. To cover any cost and/or expense to the Council for any repair or restitution to the Shire's satisfaction for any damage (other than fair wear and tear) to the facilities occurring as a direct result of any affiliate members or groups, including activity in reference to nuisance and antisocial behaviour 's;

19. To ensure the adequate and appropriate Public and Players Liability insurance cover for all activities of all affiliated user groups and their members, while utilising the REC facilities;

20. Support the Shire of Ravensthorpe in the management of the tavern license facility, in ensuring qualified RSA holders assist the Approved Bar Manger whenever required at RECMC Entertainment nights and at each and every affiliated user group function / activity:

21. In conjunction with the Shire and affiliated user groups, to develop a program of entertainment to be facilitated within the REC Tavern facility for the forthcoming year and ensure the full utilisation of Council allocated funds for each financial year;

22. Ensure that each affiliated user group has signed the RECMC Key Holder Agreement for each group's period of use/ season. This signatory is the same person that has signed the Official key register at the Shire Administration. The RECMC is then responsible to ensure all approved key holders collect and return keys in a timely manner and are informed of and acknowledge such an Agreement, prior to the endorsement of the key holder. Affiliated groups are to cover any cost or expense resultant from the loss of any keys;

23. RECMC members are to ensure each affiliated group is aware of its ability to utilise the REC Bar Area (Tavern) for two (2) community functions free of charge (under the conditions of the Licensee and Liquor Act) and receive a donation of funds from the RECMC (through Council) to the value of the Profits generated from such a function. This function is to be a separate function from the standard fixtures of any sporting group, to ensure regular bar income to the RECMC is not overly compromised into the future. Any application for a function of this nature must be made in writing to the RECMC at least 1 month in advance of the function date;

~~23.~~24. ~~and~~RECMC is to enter into a profit sharing arrangement with the Shire of Ravensthorpe to allow affiliated members to operate the kitchen for canteen/kiosk purposes on fixture days and associated functions. This will enable the provision of meals to facility patrons and the community, which will assist in maximizing community participation. The affiliated members, through the RECMC, will only be entitled to receive direct profits from the sale of food and non-alcoholic provisions from the kitchen server space and will not receive any proceeds from the sale of Liquor on the premesis; and

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~~24.~~25. For the ~~first~~ 12 months of this MOU, commencing on the date of execution of this MOU, the RECMC representatives are to become actively involved in the promotion and advancement of the Centre and its facilities, programs and services, through the provision of (but not limited to):

~~24.1~~25.1 An annual user satisfaction and improvement survey;

~~24.2~~25.2 A regular public newsletter of activity and achievement;

~~24.3~~25.3 The priority completion of individual affiliated group Club / Strategic Plans, in working with the DSR, CDO and MCRD~~RCS~~, ~~to inform the RECMC Master Plan which is due for completion by June 30 2015~~;

~~24.4~~25.4 Nomination of representative/s to the Shire wide Youth Network;

~~24.5~~25.5 Proactively assisting in the progression of the Youth Space project in line with the outcomes of the Youth Network. Noting that any requests for financial or resource support are to be tabled and justified at the RECMC, prior to any recommendations being made to Council; and

~~24.6~~25.6 To progress new and innovative entertainment options to assist in the increase in use and patronage to the Entertainment Centre, Tavern facility, and or greater awareness of opportunities.

5 Roles and Responsibilities of the Shire of Ravensthorpe

1. To provide full and complete financial statements each month to the RECMC detailing all income and expenditure against any business units of the facilities including capital, depreciation, operational, and administrative allocations;

2. To allocate additional time (within bounds of contract) for the Recreation Services Officer to progress items and objectives of the RECMC as the Secretary of said Committee;

3. To manage and administrate all external bookings of the facilities in line with Shire's standard operating procedures;

4. To maintain a Tavern License in accordance with the Liquor Control Act and specific Licensee conditions, applied to the facility under the relevant regulations. This includes the management of required bar manger staff (to be paid from Bar Profits), training, assistance to staff holding RSA, maintaining stock, software, reports, banking, audits and reconciliation;

5. To ensure the adequate and appropriate Building Insurance policy is in place for the entire facility and that a current Public Liability insurance policy is in place for activities/programs under direct control of the RECMC and or Shire / Council;

6. To employ and manage a regular facility Cleaner;

7. To be responsible for and make payment to Council approved capital works, general facility maintenance, gas, water, and electricity outgoings, in line with the Shire's adopted budget for each financial year;

8. To receive, reconcile, bank and report all program, bar, membership and service revenue coming into the facility and document for monthly review by the RECMC;

9. To appoint two (2) representatives from the Council onto RECMC, with equal voting rights;

10. To consider and make decisions on all recommendations of the RECMC, including the allocation of revenue from programs and services of the RECMC and the facility;

11. To consider and progress viable and justifiable capital works (through recommendation of the RECMC and/or Manager of Community & Recreation Development~~ Recreation and Community Services~~) being facilities or infrastructure required to be constructed and/or upgraded including, but not limited to, car parks, structure and exterior of buildings, air conditioning, lifts, sewer and water systems ("Capital Works"); and

12. The Shire may arrange the preparation of a formal legal management agreement embodying the terms of this MOU, which will be prepared by the Shire's solicitors and executed by the parties at a time determined appropriate by the Shire.

6 Financial Accountability

1. It is the intent of the Parties to effectively manage and support the increased usage and financial viability of the REC. The Parties intend that all affiliation and/or membership fees and programs and services revenue be applied to support and promote local sporting groups and facilitate improvements and operations of and to the REC;

2. Partial proceeds from the profits raised from the bar will fund/offset the salary of the bar manager and stock control for that business unit;

3. The Council will be solely responsible for and entitled to consider and make determinations for the distribution of any revenue generated from the programs/services of the facility and arrangements agreed herein, with consideration given where suitable to recommendations from the RECMC;

4. The Shire will manage financial activities for the administrative resource of a paid Secretary for the RECMC, as recommended by the RECMC and approved by Council. This position is offset and applied through program and affiliation revenue up to a value of $10,000.00 pa; and

5. Payments are exclusive of GST. Any payment must be increased by the GST applying to the payment or imposed on the Taxable Supply in respect of which the payment is made.

7 Executed as a Deed

As signed by the Parities on this date_____, the MOU will come into effect on_____ with the term of the MOU being 1 year.

THE COMMON SEAL OF THE)
RAVENSTHORPE ENTERTAINMENT)
CENTRE MANAGEMENT COMMITTEE)
INCORPORATED)
was hereunto affixed in accordance
with the Constitution in
the presence of:

……..	……
Authorised Signatory Name / Office	Authorised Signatory
……	……..
Authorised Signatory Name/ Office	Authorised Signatory

THE COMMON SEAL OF THE)
SHIRE OF RAVENSTHORPE)
was hereunto affixed by authority
of a resolution of the Council in
the presence of:

…….	……..…….
Chief Executive Officer Name	Chief Executive Officer Signature
……..	……
Shire President Name	Shire President Signature
(A)…….	……..…….
Witness Name	Witness Signature
(B)…….	……..…….
Witness Name	Witness Signature