

# CITY OF ARMADALE

## AGENDA

**OF COMMUNITY SERVICES COMMITTEE TO BE HELD IN THE FUNCTION ROOM, ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON TUESDAY, 3 AUGUST 2021 AT 7.00PM.**

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*A meal will be served at 6:15 p.m.*

**PRESENT:**

**APOLOGIES:** Cr G Nixon (Leave of Absence)

**OBSERVERS:**

**IN ATTENDANCE:**

**PUBLIC:**

*“For details of Councillor Membership on this Committee, please refer to the City’s website – [www.armadale.wa.gov.au/your\\_council/councillors](http://www.armadale.wa.gov.au/your_council/councillors).”*

## **DISCLAIMER**

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The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings to be read.

## **DECLARATION OF MEMBERS' INTERESTS**

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## **QUESTION TIME**

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*Public Question Time is allocated for the asking of and responding to questions raised by members of the public.*

*Minimum time to be provided – 15 minutes (unless not required)  
Policy and Management Practice EM 6 – Public Question Time has been adopted by Council to ensure the orderly conduct of Public Question time and a copy of this procedure can be found at <http://www.armadale.wa.gov.au/PolicyManual>*

*It is also available in the public gallery.*

*The public's cooperation in this regard will be appreciated.*

## **DEPUTATION**

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## **CONFIRMATION OF MINUTES**

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## **RECOMMEND**

**Minutes of the Community Services Committee Meeting held on 6 July 2021 be confirmed.**

## **ITEMS REFERRED FROM INFORMATION BULLETIN**

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Report on Outstanding Matters – Community Services Committee

*If any of the items listed above require clarification or a report for a decision of Council, this item to be raised for discussion at this juncture.*

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## COMMUNITY SERVICES COMMITTEE

3 AUGUST 2021

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**Roleystone Hall**  
44 Jarrah Road, Roleystone

DATE 1 July 2021 - REVISION 2101  
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### **1.1 - INTENTION TO LEASE - ROLEYSTONE HALL**

WARD : HILLS  
FILE No. : M/419/21  
DATE : 24 June 2021  
REF : AS/CW2  
RESPONSIBLE MANAGER : Executive Manager  
Community Services

#### **In Brief:**

- In May 2021, Council supported the Roleystone Hall being offered as a leased facility.
- This presented an opportunity for the City to undertake a Registration of Interest process to determine the most suitable lessee(s).

#### Recommend that Council:

- Endorse the finalisation of a draft lease agreement with the Roleystone Gymnastics Club Inc. for Roleystone Hall.
- Receive a further report to consider endorsing the final lease agreement.

#### **Decision Type**

- Legislative**                      The decision relates to general local government legislative functions such as adopting/changing local laws, town planning schemes, rates exemptions, City policies and delegations etc.
- Executive**                              The decision relates to the direction setting and oversight role of Council.
- Quasi-judicial**                      The decision directly affects a person's rights or interests and requires Councillors at the time of making the decision to adhere to the principles of natural justice.

#### **Officer Interest Declaration**

Nil

#### **Strategic Implications**

- 1.1 Foster and strengthen community spirit
- 1.1.2 Cultivate the sense of place generated by the City's heritage, vegetation and escarpment, wetlands and waterways as well as the participation in vibrant community hubs.
- 1.1.3 Support the development and sustainability of a diverse range of community groups.
- 1.2 Improve community wellbeing
- 1.2.2 Facilitate the alignment of service and program delivery to identified social priorities within the community.
- 1.2.3 Provide for a diverse range of active and passive recreational pursuits within the City.
- 1.4 An inclusive and engaged community

1.4.2 Encourage the provision of inclusive and accessible facilities, services and programs within the community.

1.4.4 Facilitate the provision of facilities, services and programs to meet the needs of the City's current and future demographics.

### **Legal Implications**

*Local Government Act 1995 Section 3.58 – Disposing of Property*

*Local Government (Functions and General) Regulations 1996, Regulation 30*

*Planning and Development Act 2005*

### **Council Policy/Local Law Implications**

Council Policy – Lease and Licence

### **Budget/Financial Implications**

The leasing of the facility will reduce expenses incurred by the City by way of maintenance obligations and outgoings as these are the responsibility of the lessee. The quantum of this impact will be influenced by the particulars of the final lease.

The impact on City revenue will be dependent upon the successful lessee and the corresponding lease fee.

### **Consultation**

1. City Officers
2. 4lifeskills
3. Armadale Society of Artists
4. Roleystone Gymnastics Club

## **BACKGROUND**

In February 2020, Council supported an offer from the City of Armadale to the Roleystone Theatre Incorporated (RTI) for a two year lease agreement of Roleystone Hall (C4/2/20). In March 2021, Council rescinded the previous leasing decision (C4/2/20) based on the RTI's reservation in leasing the facility due to the reduced opportunity to hold performances in the context of the COVID-19 pandemic.

The redevelopment of the Roleystone Theatre will be completed in the first quarter of 2022 hence the RTI will vacate Roleystone Hall to become the primary tenant at the new facility. Roleystone Hall will then be available for community use.

In May 2021 Council (C16/5/21) resolved to:

1. *Support the Roleystone Hall being offered as a lease facility in accordance with ADM2.*
2. *Authorise the CEO to undertake a registration of interest process to determine the most suitable tenant/s.*

## DETAILS OF PROPOSAL

In June 2021, the City commenced a four week advertising process for potential tenants to submit a ROI to lease the Roleystone Hall. The availability of the facility and ROI process was promoted via the City's channels, external media and direct email to interested groups.

A total of three ROIs have been received by the City and are attached to this report:

- 4lifeskills
- Armadale Society of Artists
- Roleystone Gymnastics Club

It is proposed the preferred group as identified in the report is offered a lease agreement of the facility, with a draft lease agreement to be presented to Council for endorsement.

### *Criteria of the ROI process*

The ROIs were reviewed against the following considerations:

1. History of the group in relation to the facility and/or area
2. Past and forecast growth of the group
3. Benefit to the community provided by the group
4. Group financial statements/positions
5. Governance structure details
6. Future vision for the group and its use of the facility.

It is proposed that a further report be presented to Council which details the draft lease agreement. The terms of the agreement shall be consistent with Council Policy – Lease and Licence.

## COMMENT

Officers collated the following assessment of each ROI:

1. 4lifeskills
  - a. The group has previously submitted an unsuccessful ROI for the occupation of 2 Waterwheel Road, Bedfordale
  - b. The group has a growing presence in the City
  - c. The group plans to continue to engage with the City for future facility use opportunities
  - d. As a large facility, the Hall may not be maximised by the volume of people engaged with programs
  - e. Proposal includes options for significant sharing of facility with other users
  - f. The organisation has shown long term sustainability
  - g. The organisation is managed professionally
  - h. Potential fit-out of the facility required with funding to be determined
2. Armadale Society of Artists
  - a. The group has an existing long term presence in the City
  - b. The group is currently without a permanent venue and is actively looking for a new premises
  - c. The Society has a strong membership base and forecast growth in line with City population
  - d. Programs provide strong benefits to members via day time activities

- e. The Committee has demonstrated capability to operate a lease at a smaller venue in recent years
  - f. Facility likely to meet needs without significant modifications
3. Roleystone Gymnastics Club
- a. The group has been looking for more suitable facilities for an extended period
  - b. The special requirements of a large gymnastics club are unlikely to be able to be met at other City facilities that may become available for lease or licence
  - c. The club was founded and is based very locally
  - d. The Club has a strong membership base with growth limited by its current facility
  - e. As well as broad community benefit, the Club also provides paid employment for up to 15 people
  - f. The membership and type of activities are likely to maximise the capacity of the facility
  - g. Large Committee with current experience operating a lease within a City facility
  - h. Some desired facility modifications are requested, at the group's cost
  - i. Potential for additional optional expansion of facility via proposal from the group.

As noted in parts h. and i. of the preceding summary of the Roleystone Gymnastics Club's ROI, some modifications to the facility are desired by the group. These are expanded upon in the attached ROI and relate to;

- The removal of the exiting stage at the group's cost to maximise the internal floor space (part h. in the preceding summary). Officers see no technical issues with this modification which would be undertaken by the City and the cost passed on to the group.
- A future potential expansion of the facility to allow for growth in membership and activities (part i. in the preceding summary). With regard to this point, the group understands that the facility is being offered in its current format and with the exception of the removal of the stage there is no obligation on the City or commitment to any proposed expansion to the building. The group has expressed that while an expansion is desirable it can operate effectively from the facility as it is currently. The indicative plan in the attached ROI provides an idea of the scale of a potential expansion which if pursued by the group would be the subject of separate consideration by Council.

It is also noted that for the unsuccessful registrants, additional opportunities for the lease or licence of City facilities are likely to present themselves as a result of the implementation of the recently adopted Council Policy – Lease and Licence. Officers will continue to liaise with unsuccessful registrants on future opportunities that may fit their requirements and aspirations.

Each of the three ROIs were sound and the activities of the applicant organisations are considered beneficial to the community. They are therefore all eligible for recommendation for the occupation of a dedicated community facility. However, the Roleystone Gymnastics Club proposal would maximise the unique opportunity presented in the size of the Roleystone Hall and provide greater opportunities for growth of the Club. Should Roleystone Gymnastics Club be successful in securing a lease for Roleystone Hall, it would also provide further opportunities for the City to consider at the Club's current venue of Lance Morgan Pavilion, at the appropriate time.

## OPTIONS

Council has the following options to consider:

Option 1 Endorse the finalisation of a draft lease agreement with Roleystone Gymnastics Club Inc.

Option 2 Endorse the finalisation of a draft lease agreement with an alternate group.

Option 3 An alternate use of the facility, other than exclusive use as a community space.

Option 1 is the preferred option.

## CONCLUSION

Through the ROI process, Roleystone Gymnastics Club Inc. has demonstrated that it should be in a position to maximise community outcomes of the Roleystone Hall and that it appears willing and able to fulfil its obligations under a lease agreement for the duration of the agreed term.

## RECOMMEND

**That Council:**

- 1. Endorse the Roleystone Gymnastics Club inc. as the preferred lessee to enter into negotiation with regarding occupying the Roleystone Hall.**
- 2. Note that any internal modifications to the building requested by the Roleystone Gymnastics Club inc. will need to be approved and undertaken by the City with 100% of related costs passed on to the group.**
- 3. Note that entering into a lease agreement places no obligation whatsoever on the City to agree to any potential external modifications to the facility.**
- 4. Receive a further report to consider endorsing the lease agreement.**

## ATTACHMENTS

1. Registration of Interest-4LifeSkills - *This matter is considered to be confidential under Section 5.23(2) (e iii) of the Local Government Act, as it deals with the matter, if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person*
2. Registration of Interest-Armadale Society of Artists - *This matter is considered to be confidential under Section 5.23(2) (e iii) of the Local Government Act, as it deals with the matter, if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person*
3. Registration of Interest -Roleystone Gymnastics Club - *This matter is considered to be confidential under Section 5.23(2) (e iii) of the Local Government Act, as it deals with the matter, if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person*

***1.2 - KELMSCOTT AGRICULTURAL SOCIETY - MEMORANDUM OF UNDERSTANDING***

WARD : RIVER  
FILE No. : M/425/21  
DATE : 27 June 2021  
REF : AS/CW2  
RESPONSIBLE MANAGER : A/Executive Director  
Community Services

**In Brief:**

- The City has provided significant support over a number of years to the Kelmscott Agricultural Society to deliver the annual Kelmscott Show.

Recommend that Council:

- Authorise the Chief Executive Officer to execute a Memorandum of Understanding between the City of Armadale and the Kelmscott Agricultural Society incorporating the details in the attached Agreement.

**Tabled Items**

Nil

**Decision Type**

- Legislative** The decision relates to general local government legislative functions such as adopting/changing local laws, town planning schemes, rates exemptions, City policies and delegations etc.
- Executive** The decision relates to the direction setting and oversight role of Council.
- Quasi-judicial** The decision directly affects a person's rights or interests and requires Councillors at the time of making the decision to adhere to the principles of natural justice.

**Officer Interest Declaration**

Nil

**Strategic Implications**

- 1.3 The Community has the services and facilities it needs
- 1.3.4 Promote Services and Facilities Available in the Community
- 1.3.4.1 Facilitate and Deliver promotional initiatives to increase awareness and participation of community and social services, activities and facilities.

**Legal Implications**

Nil

**Council Policy/Local Law Implications**

General assessment has not revealed any applicable Policies/Local Laws.

### **Budget/Financial Implications**

Cost analysis provided to Council in the related April 2019 report identified costs to the City attributable to the Kelmscott Show averaged approximately \$39,000 per annum (C6/4/19). This is comprised of approximately \$25,000 of incurred costs and \$14,000 of fee waivers.

This is separate and in addition to the sponsorship of the Kelmscott Show through the City's Major Event Sponsorship Policy, which for this year is \$10,000.

### **Consultation**

1. Kelmscott Agricultural Society
2. City of Armadale departments

### **BACKGROUND**

The Kelmscott Agricultural Society (KAS) was established in 1896 and has been delivering the Kelmscott Show since 1897 at Rushton Park, Kelmscott. Since 2008 it has been a two day event commencing on Friday evening and concluding on Saturday night.

The City has long provided in-kind support to KAS for the Kelmscott Show by means of free use of the venue and logistical assistance from the City's staff. The nature of this support and assistance has traditionally been formalised in a Memorandum of Understanding (MOU) between the City of Armadale and KAS.

In April 2019, Council endorsed the following recommendation (C6/4/19):

*That Council endorse the City entering into a new Memorandum of Understanding with Kelmscott Agricultural Society for the Kelmscott Show on similar terms as the previous Memorandum of Understanding.*

City officers and the KAS have since been in discussion regarding the terms of a new MOU. These discussions were put on hold due to the disruption of COVID-19, which led to the cancellation of the Kelmscott Show in 2020.

### **DETAILS OF PROPOSAL**

It is proposed that the City enter into a further MOU with KAS incorporating the details of the Agreement attached to this report. As this arrangement is with KAS and is not considered a government agency, department or other government, the Chief Executive Officer does not have delegated authority to execute this without Council's endorsement.

### **COMMENT**

The City has in previous years sponsored the Kelmscott Show through the City's Major Event Sponsorship Policy. Officers envisage further opportunities to sponsor the Show for shared benefits through the duration of the term of the MOU.

## **OPTIONS**

Council has the following options:

1. Authorise the Chief Executive Officer to execute a Memorandum of Understanding incorporating the details of the Agreement attached to this Report.
2. Do not authorise the Chief Executive Officer to execute a Memorandum of Understanding incorporating the details of the Agreement attached to this Report.

Option 1 is recommended.

## **CONCLUSION**

The City has long provided support to KAS for the Kelmscott Show. Council has previously resolved that support of the Show should continue. Detail of this support is to be formalised in the attached Memorandum of Understanding between KAS and the City of Armadale.

## **RECOMMEND**

**That Council authorise the Chief Executive Officer to execute a Memorandum of Understanding incorporating the details of the Agreement attached to this Report.**

## **ATTACHMENTS**

1. [!\[\]\(4c281551b63c5d7414985d9c274e5335\_img.jpg\) Kelmscott Agricultural Show - MOU Draft](#)

## **2.1 - REVIEW OF LEASE AND LICENSE POLICY**

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At the Council meeting held on 12 July 2021, Cr Wielinga referred the following matter to the Community Services Committee.

*That the matter of Review of the Lease and Licence Policy be referred to the Community Services Committee.*

### **Comment from Cr Wielinga**

*With recent feedback from resident groups, and some ambiguity with wording surrounding responsibility of statutory testing and painting frequency, I would like the policy wording revisited*

### **Officer Comment**

Under the policy, responsibility for standard maintenance sits with the Lease/license holder/occupier. The area for which they are responsible is clearly defined in the lease agreement. This applies to all leases/licences and applies to whole facilities or rooms, whichever is in the lease/license.

As per the Standard Schedule of Occupant Responsibilities, it is common practice to include carpet cleaning and painting in a lease agreement as the responsibility of the occupant. The default position contained in the policy comprise:

- Professional carpet cleaning to be carried out every six months
- Painting to be carried out every five years.

The frequency of undertaking these maintenance tasks are consistent with the City's schedule of maintaining its own facilities.

In some cases it may be appropriate that the painting and carpet cleaning are carried out more frequently or less frequently. In alignment with *Clause 7. Variations / Special Conditions*, a variation of this type can be considered for inclusion in the lease/license agreement and highlighted to Council when the lease/license is presented for endorsement.

With regard to statutory testing, the City will undertake this to ensure it is done and done so correctly. The City will meet the costs of the testing.

## **RECOMMEND**

**That Council:**

*For Consideration.*

## **ATTACHMENTS**

There are no attachments for this report.

***COUNCILLORS' ITEMS***

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Nil

***EXECUTIVE DIRECTOR COMMUNITY SERVICES REPORT***

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Nil

**MEETING DECLARED CLOSED AT \_\_\_\_\_**

<b>COMMUNITY SERVICES COMMITTEE</b>		
<b>SUMMARY OF ATTACHMENTS</b>		
<b>3 AUGUST 2021</b>		
<b>ATT NO.</b>	<b>SUBJECT</b>	<b>PAGE</b>
<b>1.2 KELMSCOTT AGRICULTURAL SOCIETY - MEMORANDUM OF UNDERSTANDING</b>		
1.2.1	Kelmscott Agricultural Show - MOU Draft	16



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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

***KELMSCOTT AGRICULTURAL SOCIETY***

**AND**

**CITY OF ARMADALE**

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For

The Kelmscott Agricultural Show

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## MEMORANDUM OF UNDERSTANDING

**BETWEEN** Kelmscott Agricultural Society (Inc.) of Rushton Park, Kelmscott,  
Western Australia (“the Society”).

**AND** City of Armadale of 7 Orchard Avenue, Armadale, Western Australia  
 (“the City”);

### 1. RECITALS

(A) The City and The Society have agreed to enter into this Memorandum of Understanding to record the terms and conditions between the parties as they apply to the Kelmscott Agricultural Show.

### 2. DEFINITIONS AND INTERPRETATION

“City” means the City of Armadale

“Organisation” means the Kelmscott Agricultural Society

“Parties” means the City of Armadale, the Kelmscott Agricultural Society and Party is a reference to either of them.

“Site” means Rushton Park, Kelmscott, Western Australia.

“Wilful Misconduct” means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Agreement.

### 3. INTRODUCTION

The Kelmscott Show was first proposed at a meeting of the Kelmscott Farmers and Fruit Growers Society in 1896 and the first show was held on 3 February 1897. In 1897 the Society changed its name to the Kelmscott Agricultural Society and in 1898 the Kelmscott and Armadale Agricultural Society before reverting to the original name at a later date.

Since 1938, the Kelmscott Agricultural Show has remained an annual event run by volunteers from the community. The Kelmscott Agricultural Show is held at Rushton Park at the corner of Orlando Street and River Road on the banks of the Canning River. The Show is staged by the Society for the community as a major annual event in Kelmscott. It is the second largest Agricultural Show in the metropolitan area. It is a two-day event commencing on Friday and finishing on Saturday night. Many of the Society’s members and volunteers are descended from the original families in the district. These families have shown over the generations a commitment to being involved in their local community.

The City has long provided in-kind support to the Society by means of use of Rushton Park free of charge and have provided logistical assistance from City staff.

### 4. PURPOSE

To ensure the in-kind commitments are undertaken in a timely manner and in good faith by both parties for the purpose of staging the Kelmscott Agricultural Show. The in-kind services provided by the City as stated in Clause 6.1 (below) are at no cost to the Society.

## **5. OBJECTIVES**

For both parties to deliver on their respective roles and responsibilities in respect to the annual Kelmscott Agricultural Show.

## **6. ROLES AND RESPONSIBILITIES**

### **6.1 THE CITY OF ARMADALE AGREES TO:**

- 6.1.1** Provide all areas of Rushton Park, including Kelmscott Hall, excluding the Kelmscott Tennis Club, by the Friday preceding the Annual Show and up to the Close of Business on the Tuesday immediately after.
- 6.1.2** Provide on-site assistance by Friday in the week prior to the event to the Show Manager by representatives from the City's Parks and Reserves Department and Property Services in regards, but not limited to, the location and oval marking of the following items;
  - a)** Reticulation Pipes
  - b)** Underground Electrical Lines
  - c)** Storm Water and Sewerage Pipes, if required
- 6.1.3** Provide the venue in the best possible condition to the Society by the Friday in the week prior to the event.
- 6.1.4** Provide the supply of, emptying service and removal of the number of rubbish bins and recycling measures as negotiated with the City's Manager of Waste Services or representative.
- 6.1.5** Where possible, assist the Society with the promotion of the event by including the date of the event in the City produced calendars and website. The entry form/brochure shall be displayed in all City Libraries, the Visitor Centre, Administration Building and other appropriate areas.
- 6.1.6** Where possible, and if there is the likelihood to have impact on the layout of the Show, liaise with the Society prior to the execution of any major changes to Rushton Park.

### **6.2 KELMSCOTT AGRICULTURAL SOCIETY AGREES TO:**

- 6.2.1** Where possible, provide the City with the forthcoming year's Show date no less than nine months in advance.
- 6.2.2** Develop and provide the City with an annual Risk Management Plan for the Kelmscott Agricultural Show consistent with the City's Public Event Management Process.
- 6.2.3** Endeavour to remove all litter and equipment from the site by close of business on the Tuesday immediately following the event.
- 6.2.4** Be mindful not to erect equipment or conduct activities that may cause permanent or substantial damage to the grassed surface area, paving or hall walls and floors and to either make good any damage or, subject to negotiation, reimburse the City should any rehabilitation be required above and beyond acceptable wear and tear as deemed necessary by the City's Parks and Reserves Staff.

- 6.2.5 Return the Site free of rubbish and equipment, including the grassed surface and internal hall areas to an acceptable condition as determined appropriate by the City's staff.
- 6.2.6 Manage all volunteers and contractors and ensure they all have necessary safety awareness and insurance.
- 6.2.7 When possible, provide the City with notice on how it will ensure pedestrian safety where vehicle movements are needed prior to the Site being locked down.
- 6.2.8 Test and Tag any electrical items that will be utilising the City of Armadale's electrical supply or cabinets on Site and ensure that all tags are current.
- 6.2.9 Ensure any in ground staking has a minimum clearance of 300ml from marked lines (for examples: electrical irrigation, sewerage, scheme water, bore).
- 6.2.10 Provide and maintain for the life of this agreement public liability insurance to a minimum of \$10,000,000.00 cover for its operation.

**6.3 BOTH PARTIES AGREE TO:**

- 6.3.1 Cooperate in good faith for the ongoing provision of the Kelmscott Agricultural Show.
- 6.3.2 Evaluate the operation and implementation of the this MOU through
  - a) Two pre-event planning meetings held approximately six months and no less than three weeks in advance of each annual show, between key representatives from each party.
  - b) A post event analysis meeting held within one month of the conclusion of the Show.
  - c) By any correspondence that either party deem necessary throughout the year.

**7. AGREEMENT PERIOD**

This Memorandum of Understanding shall remain in force for an initial period of three (3) years with two (2) further three (3) year options.

**8. FEES AND CHARGES**

The Society shall not incur the usual hire fees for Rushton Park and Kelmscott Hall for the staging of the Show.

**9. CONFIDENTIALITY**

The Parties agree to keep confidential and not to disclose, communicate or divulge to anyone any confidential information received through or for the purposes of this MOU unless expressly required by law.

**10. INTELLECTUAL PROPERTY RIGHTS**

Both parties acknowledge that nothing in this MOU shall affect ownership, including third party ownership, of any intellectual property rights.

**11. DISPUTE RESOLUTIONS**

The parties will attempt to settle all disputes arising from the execution or in connection with this Agreement through friendly consultation between the parties. Failing agreement, arbitrators may be appointed by each party involved in the dispute, in accordance with the provision of the *Commercial Arbitration Act 1985*. Either party may if it so desires be represented by a qualified legal practitioner or other representative.

**12. VARIATIONS**

The parties may, by mutual agreement, vary this Memorandum of Understanding in writing.

**13. TERMINATION**

This agreement may be terminated by:

- Mutual agreement of both parties in writing at any time; or
- Either party by giving three months' notice in writing to the other party at any time.

**14. FREEDOM OF INFORMATION**

The Service Provider acknowledges:

- (i) this Service Agreement; and
  - (ii) information held or compiled by the City in relation to the Agreement,
- are subject to the *Freedom of Information Act 1992*.

**15. INDEMNITY**

The Organisation shall indemnify and keep indemnified the City and the City's personnel from and against all loss and other liabilities of any kind arising directly or indirectly from:

- (i) Any breach of any warranty or any of the other terms and conditions of this Agreement by the Organisation or the Organisation's personnel;
- (ii) Any Wilful Misconduct or a negligent act or omission of the Organisation or the Organisation's personnel; and
- (iii) Any claim made by a third party against the City or the City's personnel, to the extent that the claim arose out of the act or omission of the Organisation or the Organisation's personnel,

except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the City or the City's personnel.

**16. INSURANCE**

- (i) The Organisation shall take out an insurance policy to cover all property owned by the group.
- (ii) The City takes no responsibility for any damage or loss of any of the Society's property whilst kept on City property except to the extent that any such damage or loss is as the result of any negligent act by the City.

**17. NON-BINDING**

Save for clauses 9, 10, 11, 12, 13, 14, 15 and 16, which are legally binding on the parties, this document does not establish any legally binding obligation on any party.

**SIGNED BY THE PARTIES**

**Executed by City of Armadale** pursuant to s9.49A(4) of the *Local Government Act*:

\_\_\_\_\_  
**Joanne Abbiss**  
**Chief Executive Officer**  
**City of Armadale**

\_\_\_\_\_  
Date

**Executed by Kelmscott Agricultural Society**

\_\_\_\_\_  
**Daryl Dawes**  
**President**  
**Kelmscott Agricultural Society**

\_\_\_\_\_  
Date