

CITY OF ARMADALE

MINUTES

OF COMMUNITY SERVICES COMMITTEE HELD IN THE COMMITTEE ROOM,
ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON TUESDAY, 2
NOVEMBER 2010 AT 7.01 PM

PRESENT: Cr C J MacDonald (Chair)
Cr G A Best
Cr P J Hart
Cr W Mauger
Cr L Reynolds AM JP (Deputy for Cr D M Shaw)
Cr H A Zelones JP (Deputy for Cr R Butterfield)

APOLOGIES: Cr D M Shaw (Leave of Absence)
Cr R Butterfield

OBSERVERS: Cr J H Munn CMC JP [7.01 pm to 7.12 pm]
Cr L Sargeson [7.01 pm to 7.12 pm]
Cr R J Tizard
Cr C Wielinga

IN ATTENDANCE: Ms Y Coyne - Executive Director Community Services
Mr N Kegie - Executive Manager Community Services
Mrs P L Walker - Manager Library & Heritage Services
Mr B Watkins - Manager Ranger & Emergency Services
[7.01 pm to 7.12 pm] Mr C Bell - Museum Curator
Mrs Y Ward - Minute Secretary

Public: Nil

*“For details of Councillor Membership on this Committee, please refer to the City’s website
– www.armadale.wa.gov.au/your_council/councillors.”*

DISCLAIMER

The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings was not read, given no members of the public were present.

DECLARATION OF MEMBERS' INTERESTS

Nil

QUESTION TIME

Nil

DEPUTATION

Nil

CONFIRMATION OF MINUTES

RESOLVED

Minutes of the Community Services Committee Meeting held on 5 October 2010 be confirmed.

**Moved Cr Hart
MOTION CARRIED (6/0)**

ITEMS REFERRED FROM INFORMATION BULLETIN – ISSUE NO. 19/2010

The following matters were included for information in the Community Services section – Issue No. 19/2010:

- **Outstanding Matters & Information Items**
Report on Outstanding Matters – Community Services Committee.....C-1
- **Monthly / Quarterly Departmental Reports**
Library & Heritage Services General Monthly Report – September 2010.....C-2
Manager Ranger & Emergency Services Monthly Report –September 2010C-10
- **Miscellaneous**
Djeerdalak – Bendigo Bank Seniors Event.....C-16
Children’s Week 2010 Calendar of Events.....C-17
Police UpdateC-18
- **Minutes of Occasional/Advisory Committees**
Disability Advisory Team – 5 October 2010.....C-15/”CA-3”-25
History Reference Group – 3 June 2010.....C-25/”CA-4”-28

Committee noted the information and no further items were raised for discussion and/or further report purposes.

INDEX

COMMUNITY SERVICES COMMITTEE

2 November 2010

COMMUNITY DEVELOPMENT

ROLEYSTONE SKATE PARK PETITION8
**TENDER NO 25/10 FIREWORKS DISPLAY – AUSTRALIA DAY CELEBRATIONS.....13

EXECUTIVE DIRECTOR COMMUNITY SERVICES’ REPORT.....44

LIBRARY & HERITAGE SERVICES

DRAFT STATE GOVERNMENT FUNDING ARRANGEMENT AND LOCAL
LEVEL AGREEMENT FOR PUBLIC LIBRARY SERVICES.....18
MUSEUM INTERPRETATION PLAN IMPLEMENTATION TIMETABLE3

MATTERS FOR REFERRAL TO STANDING COMMITTEES

COMMUNITY PLAN FOR KARRAGULLEN22

MISCELLANEOUS

VACANCY – WA LOCAL GOVERNMENT ASSOCIATION MEMBER –
FESA STATE EMERGENCY SERVICE CAPITAL GRANTS COMMITTEE23

VACANCY – WA LOCAL GOVERNMENT ASSOCIATION MEMBER –
FESA BUSH FIRE BRIGADE CAPITAL GRANTS COMMITTEE25

RANGER EMERGENCY SERVICES

**REVIEW OF BUSH FIRE CONTROL LOCAL LAW27
**REVIEW OF LOCAL LAW RELATING TO DOGS30
**REVIEW OF PARKING AND PARKING FACILITIES LOCAL LAW33

To provide an opportunity for Mr Christen Bell, Museum Curator, to make a short presentation to Committee on the Museum Interpretation Plan Implementation Timetable, the chairman proposed, and Committee agreed, that the next item of business be the Museum Interpretation Plan Implementation Timetable (as appearing on pages 17 to 21 of the Committee Agenda).

Mr Christen Bell, Museum Curator, provided Committee with an historical background, funding aspects and information on the current operation of the City's Museum.

The Chairman thanked Mr Bell for his presentation.

MUSEUM INTERPRETATION PLAN IMPLEMENTATION TIMETABLE

WARD	All
FILE REF:	CUL/H/2
DATE	20 October 2010
REF	PLW
RESPONSIBLE MANAGER	Executive Director Community Services

In Brief:

This item recommends that Council support the recommended priority order and suggested time frames for the staged implementation of the projects contained in the Museum Interpretation Plan.

Recommend:

That Council:

1. support the priority order and time frames for the staged implementation of the projects included in the 2008 Museum Interpretation Plan, as detailed in Attachment "A-1", acknowledging that the suggested time frames will be subject to change should any grant application be unsuccessful in one particular year or conversely additional funding be obtained.
2. include for consideration in each year of the City's 15 Year Plan an amount of \$15,000 to be used as matching funding for grant applications.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

- 1.3 Access to a wide range of cultural, arts and learning opportunities.
- 1.3.2 Promote and support community arts, historical and cultural facilities and events.

Legislation Implications

Nil

Council Policy/Local Law Implications

Nil

Budget/Financial Implications

As proposed in the recommendations of the report. \$15,000 per annum in the City's 15 Year Financial Plan (terminating in 2026/27 or when, if all, projects are completed).

Consultation

- Manager Property Services

BACKGROUND

In January 2006, Council approved a recommendation that a grant application be submitted to Lotterywest to enable the engagement of a consultant to develop an Interpretation Plan for the History House and Bert Tyler Vintage Machinery Museums.

The agenda item stated:

“There are many more opportunities for grants available in the heritage area, and on advice that an Interpretive Plan is often a requirement of Lotterywest prior to consideration of any further grants, relating to more specific projects such as development of interpretive signage or trails, the Public History Advisory Committee, at its meeting of 1 December 2005, decided:

That the committee supports the application to Lotterywest for a grant to engage consultants to develop an Interpretation Plan for History House Museum and the Bert Tyler Vintage Machinery Museum and that the matter be referred to the Community Services Committee for consideration.”

The grant application was successful and \$13,000 was provided by Lotterywest. This, together with existing funding from within the Library & Heritage Department budget, enabled consultants to be appointed to undertake the Interpretation Plan.

Vade Mecum was the appointed Consultant. As part of the development of the Plan, the Consultants held a workshop with representatives from a variety of community organisations interested in the City's history. The purpose of the workshop was to gain community input on what stories, themes and places were important in telling the story of the City of Armadale and what makes it unique.

Reports on the development of the Plan were presented to the Public History Advisory Committee (this now exists as the History Reference Group) and to Council via the Minutes of this Committee reported in the Council Information Bulletins.

The final Museum Interpretation Plan was delivered in April 2008. The Plan is very much a working document for the Museum and as such, its receipt was the subject of a memo to Elected Members in June 2008 rather than an agenda item. That memo advised in part:

“You may recall that in 2006, the City received a Lotterywest Interpretation of Cultural Heritage Grant to assist in the engagement of a consultant to produce an Interpretation Plan for History House Museum, the Minnowarra Historic Precinct and the Bert Tyler Vintage Machinery Museum. A copy of the completed Museum Interpretation Plan and Summary of Recommendations is attached.

The interpretation plan is an overall strategy for the development and implementation of interpretive projects. The Plan also includes a supporting style guide and detail on how to enhance these projects by linking them to public and educational programs. Interpretation is the process of providing visitors with timely and appropriate information that allows them to enrich their time and experience during their visit. By creating this type of experience, visitors will make a personal connection with the area they are visiting and they will remember that positive experience long after they have forgotten the factual detail.

The Interpretation Plan itself is broken into several stages that include new museum exhibitions, new signage at the Bert Tyler Vintage Machinery Museum and walking trails with external signage. A style guide has been produced to visually link these projects together, and all other similar projects, so that visitors to the City know that these exhibits, walking trails and signs are all part of the City of Armadale and its infrastructure.

The Plan naturally has implications for future budgeting and asset preservation. An Implementation Priority Summary with current day prices is detailed in Section 14 of the Plan. This allows a staged approach to seeking funding, both within Council's own budgeting process and via external grant sources. The detail provided within the Plan will allow Council to determine if it wishes to proceed with a particular aspect of the Plan and in what priority.

One available grant option is from the Lotterywest Interpretation of Cultural Heritage Grant and this will enable the first proposed internal display panel (marked as Area A Bringing it Home on the Museum floor plan in the Plan) to be completed. This grant application is currently being finalised.”

A presentation to Councillors on 6 August in 2008 by the Museum Curator outlined the concepts of the Plan and the intended process of ongoing grants to Lotterywest over a number of years to implement the recommendations of the Plan.

The grant application detailed in the 2008 memo was successful (\$8,000) and the first new internal display panel is now in place. In the current financial year, a budgetary allocation of \$29,000 has been made, to be offset by grant funding of approximately \$13,000 to implement at least the next and possibly the 3rd stage of the main Museum display. Flexibility is required as there is the possibility of a lesser grant amount being received, or the possibility of no grant monies in a particular year.

DETAILS OF PROPOSAL

The proposal is that Council considers the suggested priority order and the suggested time frame of the remaining recommended Implementation Projects as included in the attachment, (refer to Attachment “A-1” – Summary of Attachments – buff page) for ongoing budgetary purposes and that these be spread over the next 15 years. Note that the total costs were those given by the Consultant in 2008, with a recommendation that 10% per annum be considered and that some items will now need to be re-costed. The suggested time frames will of course be subject to change should any grant application be unsuccessful in one particular year, or conversely, additional funding be obtained.

The current Lotterywest Grant, available for these types of works, is the Interpretation of Cultural Heritage Grant. This currently has a ceiling of \$15,000 to a maximum of one third of the total project. Based on the costs suggested by the Consultant at 2008 prices, the estimated maximum request to Council in any one year for matching grant funding for any one stage of the Plan would be some \$10,000 - \$15,000.

COMMENT

Analysis

As was advised when recommending that a grant be submitted to do the Plan, an Interpretive Plan is often a requirement of Lotterywest prior to consideration of any further grants. Once the Interpretive Plan is done, there is an expectation from Lotterywest that ongoing grant applications will be submitted to implement the Plan, together with ongoing funding from the local government authority.

Within the remaining projects, there are two for which it is suggested there would be difficulty in gaining grant funding in this particular grant fund, based on prior experience of the Museum Curator and advice from Lotterywest. One is the new lighting system for the Museum, as this is considered to be more of a capital work than an interpretation project. This will be referred to the Technical Services Directorate for budgetary consideration and with possible part grant funding under the Conservation of Cultural Heritage Grant. The Manager Property Services has advised that the overall electrical works at the History House Museum require a major upgrade, including switchboard and that the lighting replacement should be done in conjunction with these works. This will be included for consideration in the 2011/12 draft Budget.

The other is the walk trails and associated signage. The total cost of these currently sits above the threshold of this current grant limit, though there may be other grant opportunities available for this type of work. This will be further explored. Alternatively, it could be considered by Council as a budgetary commitment at some future date. The linkage of this project to the Tourism Destination Marketing Strategy suggests that it should be considered in the context of the timelines of both projects. (Note: The Tourism Destination Marketing Strategy, which is yet to be presented to Council has reference to a Signage Strategy.) The Museum Interpretation Plan has listed the “Three walk trails” with associated 18 signs separately to the Minnowarra Precinct and associated four (4) signs, though it is probably best considered as one project, estimated by the Consultant in 2008 to be \$78,480.

Options

1. Agree to the priority order and suggested time frames for the staged implementation of the interpretation projects.
2. Change the priority order and suggested time frames for the staged implementation of the interpretation projects.

Conclusion

It is recommended that Council support the suggested priority order and time frames for the staged implementation of the interpretation projects, being aware that the suggested time frames will be subject to change should any grant application be unsuccessful in one

particular year or conversely additional funding be obtained. In so doing, there will be a requirement for inclusion in the draft budget each year that a grant is applied for of allocation of approximately \$10,000 to \$15,000. This request would be subject to the normal budgetary decision-making process of Council.

C35/11/10 RECOMMEND

That Council:

- 1. support the priority order and time frames for the staged implementation of the projects included in the 2008 Museum Interpretation Plan, as detailed in Attachment “A-1”, acknowledging that the suggested time frames will be subject to change should any grant application be unsuccessful in one particular year or conversely additional funding be obtained.**
- 2. include for consideration in each year of the City’s 15 Year Plan an amount of \$15,000 to be used as matching funding for grant applications.**

**Moved Cr Reynolds
MOTION CARRIED (6/0)**

*The Museum Curator, Cr Munn and Cr Sargeson left the meeting at 7.12 pm.
At this juncture, Committee returned to the set order of the Agenda.*

ROLEYSTONE SKATE PARK PETITION

WARD Jarrah
FILE REF: CP/RRP/11
DATE 20 October 2010
REF NK
RESPONSIBLE EXECUTIVE DIRECTOR
MANAGER Community
Services

In Brief:

This report is in response to a petition referred to the Community Services Committee of Council from the 13 September 2010 Ordinary Council Meeting relating to improvements requested to the skate park at Roleystone. It recommends that Council:

1. Notes the consultation initiatives underway in the Roleystone community, both community-led and City-led, with particular reference to potential youth-focused projects including an upgrade to the existing skate facility at Cross Park.
2. Considers the inclusion of improvements to the skate facility at Cross Park in any proposed upgrade of Cross Park which takes into account the outcomes of the various consultation initiatives as well as past research on this issue.
3. Supports a communication strategy that informs the Roleystone community of the petition received by the City and of the ongoing work being undertaken to determine how the skate facility at Cross Park could be improved for the benefit of the Roleystone community.

Committee resolved to amend part (2) of the officer recommendation as follows:

That Council:

2. *Considers the inclusion of improvements to the skate facility at Cross Park which takes into account the outcomes of the various consultation initiatives as well as past research on this issue.*

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

This report relates to the following elements of the City's Strategic Plan 2010 – 2014.

- 1.2.3 Increase engagement and participation of youth in the community.
- 1.5.1 Provide and support Council sport, recreation and leisure facilities.
- 2.4.2 Maintain and improve where required the quality, amenity and accessibility of open spaces.

Legislation Implications

Nil

Council Policy/Local Law Implications

ENG 13 Asset Management Vision
COMD 2 Community Consultation

Budget/Financial Implications

There are no funds in the 15 Year Financial Plan set aside specifically for an upgrade of the skate-park at Roleystone; however \$566,630 is currently set aside through the proceeds of the Public Open Space sales strategy for upgrade works in Precinct 'I' which could include improvements to facilities at Cross Park such as the skate-park.

It is envisaged that when a scope of works is determined for any upgrade, the required funding could possibly be sourced from the existing allocation with opportunities for external complementary funding explored. If additional funds are required, and external grants cannot be sourced, Council may need to consider the scale of any proposed upgrade to fit within the current allocation or consider an additional allocation of City funds.

Consultation

A petition comprising 339 signatures has been received by the City and referred to the Community Services Committee of Council from the 13 September 2010 Ordinary Council Meeting.

A significant amount of consultation, both community-led and City-led has been undertaken or is currently underway that links with the development of youth-focused initiatives in the Roleystone area including an upgrade to the Cross Park skate facility. These include:

Community-led Consultation, through:

- Armadale Local Drug Action Group (ALDAG);
- Roleystone Community Alive Group;
- Roleystone Community Church;
- Roleystone Community Bank.

City of Armadale-led consultation through:

- Roleystone Revitalisation Project (2008);
- City of Armadale Skate Facility Strategy (2002);
- Public Open Space Sales Strategy;
- Public Open Space Councillor briefing - Precinct "I" (11 October 2010);
- Cross Park sporting clubs consultation;
- Roleystone Skate Park Report (CONVIC Design 2008);
- CoA Asset Steering Group;
- CoA Development Services Directorate and Technical Services Directorate;
- CoA Public Open Space Working Party.

BACKGROUND

At the 13 September Ordinary Meeting of Council, Cr Hart tabled a petition signed by 339 residents (**193/9/10**), the prayer of which reads:

“This petition is for improvements to the skate-park at Roleystone.”

In addition to this request from members of the Roleystone community, the City is involved to varying degrees in a wide range of community consultation initiatives in Roleystone, as noted in above. A common element of all of these initiatives has been support for youth-focused projects and activities including improvements to the existing skate-park.

The City is currently investigating park improvement proposals for Precinct ‘I’ of the City’s POS Strategy. \$110,000 from the total of \$566,630 Precinct ‘I’ POS sales funds has already been allocated to Cross Park for a pathways project as part of the Roleystone Revitalisation Project.

DETAILS OF PROPOSAL

This report is in response to the petition referred to the Community Services Committee of Council from the 13 September 2010 Ordinary Council Meeting relating to improvements requested to the skate park at Roleystone. The report recommends that Council:

1. Notes the consultation initiatives underway in the Roleystone community, both community-led and City-led, with particular reference to potential youth-focused projects, including an upgrade to the existing skate facility at Cross Park.
2. Considers the inclusion of improvements to the skate facility at Cross Park in any proposed upgrade of Cross Park which takes into account the outcomes of the various consultation initiatives as well as past research on this issue.
3. Supports a communication strategy that informs the Roleystone community of the petition received by the City and of the ongoing work being undertaken to determine how the skate facility at Cross Park could be improved for the benefit of the Roleystone community.

COMMENT

Analysis

As indicated earlier in this report, there is a considerable amount of community-led, as well as City-led engagement and consultation occurring in the Roleystone community. A major focus of this work is the strong desire to support the development and well being of young people living in the Roleystone area. This high level of community participation indicates a strong and resilient community that is prepared to take responsibility for community issues and assume ownership of related initiatives.

In this environment, the City can add value by encouraging the various groups to liaise with each other and at times to facilitate that communication. With this in mind, officers are in

contact with representatives from the various community groups to ensure there is an ongoing flow of information between the City and community.

With regard to an upgrade of the skate facility, which is the subject of the petition received by the City, feedback from all of the groups and initiatives mentioned is consistent with the petition and will assist in determining what works should be undertaken.

In addition to the current commitment of \$110,000 from the proceeds of the POS sales strategy for the Roleystone Revitalisation Project 'Pathways Project', Council has the option of allocating an additional amount from the remaining \$456,630 POS sales funds for Precinct 'I' towards improvements to the skate-park.

Should Council decide to support a project which is beyond the scope of the 15 Year Financial Plan, additional funding will be required. External funding opportunities can be explored to assist, however, as has been seen with the development of the Youth Activity Area, this approach can add a number of years to a project timeline.

It is important that works undertaken in any part of the City also take into account the need for a strategic and City-wide approach to comparative levels of service delivery and facility provision. While, for example the POS sales strategy allows for precinct-focused development, it is important to retain an awareness of the needs of the entire City, in particular those of the growth areas which, as emerging communities, do not have as strong a voice in advocating their aspirations. There is a risk that a short term emphasis on further development of existing community facilities may result in a lack of capacity for the City to be able to afford to provide similar levels of facility provision (including maintenance, operations and renewal of those facilities) in growth areas as needs emerge.

This is not to say that improvements should not be made to existing facilities but is rather a cautionary comment when considering individual initiatives.

Conclusion

There is an intention to undertake works at Cross Park which could include improvements to the skate-park area with determination of the final scope of works for such an upgrade the next stage in the process. It is envisaged that this scope of works will be determined as the current considerations relating to the Public Open Space sales strategy for precinct 'I' are finalised. These considerations should also take into account feedback though the related community engagement initiatives referred to in this report.

Should Council ultimately wish to undertake an upgrade of the skate-park which is more substantial than can be accommodated within the parameters of the current 15 Year Financial Plan, additional funding will be required from external sources or through an additional allocation of City funds.

Officer Report:

That Council:

1. Notes the consultation initiatives underway in the Roleystone community, both community-led and City-led, with particular reference to potential youth-

focused projects, including an upgrade to the existing skate facility at Cross Park.

2. Considers the inclusion of improvements to the skate facility at Cross Park in any proposed upgrade of Cross Park which takes into account the outcomes of the various consultation initiatives as well as past research on this issue.
3. Supports a communication strategy that informs the Roleystone community of the petition received by the City and of the ongoing work being undertaken to determine how the skate facility at Cross Park could be improved for the benefit of the Roleystone community.

Committee Discussion

In considering the report relating to the petition for improvements to the Skate Park at Roleystone, Cr Hart was of the view and Committee agreed, that improvements to the skate facility at Cross Park should not merely be consequential upon a proposed upgrade of Cross Park, hence the amendment to part (2) of the officer recommendation as follows.

C36/11/10 RECOMMEND

That Council:

- 1. Notes the consultation initiatives underway in the Roleystone community, both community-led and City-led, with particular reference to potential youth-focused projects, including an upgrade to the existing skate facility at Cross Park.**
- 2. Considers the inclusion of improvements to the skate facility at Cross Park which takes into account the outcomes of the various consultation initiatives as well as past research on this issue.**
- 3. Supports a communication strategy that informs the Roleystone community of the petition received by the City and of the ongoing work being undertaken to determine how the skate facility at Cross Park could be improved for the benefit of the Roleystone community.**

**Moved Cr Hart
MOTION CARRIED (6/0)**

****TENDER NO 25/10 FIREWORKS DISPLAY – AUSTRALIA DAY CELEBRATIONS**

WARD All
FILE REF: TEN/25/10
DATE 27/10/10
REF CW
RESPONSIBLE EXECUTIVE MANAGER
MANAGER Community Services

In Brief:

- Council recently called for tenders for the provision of the fireworks requirements for its Australia Day Celebrations.
- Two tenders were received by the specified closing time

Recommend:

- That Council, with regard to Tender 25/10 for Fireworks Display – Australia Day Celebrations, accept the tender received from Cardile's International Fireworks for an initial term of three (3) years commencing from the date of the Principal's approval and expiring midnight 27 January 2013 and at the Principal's absolute discretion, may be renewed for a further (2) years

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

Outcomes and Strategies

1.3.2 Promote and support community arts, historical and cultural facilities and events.

4.5.1 Ensure compliance of relevant Council policies and procedures with legislative and organisational requirements.

Legislation Implications

Section 3.57 *Local Government Act 1995* – Tenders for providing goods or services.

Division 2 *Local Government (Functions and General) Regulations 1996* – Tenders for providing goods or services.

Council Policy/Local Law Implications

Council Policy ADM 19 – Procurement of Goods or Services.

Budget/Financial Implications

The anticipated annual expenditure associated with Tender No 25/10 Fireworks Display – Australia Day Celebration, is \$22,000 (excluding GST) and this anticipated expenditure is allowed for in the City's current annual Budget and the City's forward estimates.

Consultation

Coordinator Governance & Administration

BACKGROUND

Tender No. 25/10, being for design and delivery of the fireworks requirements for the City's Australia Day Celebrations, was advertised in the 2nd October 2010 edition of "The West Australian" newspaper.

The City of Armadale has a long history of delivering a high quality program of events free to its local community. Of these events, the largest is the City's Australia Day Celebrations and fireworks attracting in excess of 40,000 people annually. The City is seeking a suitably qualified and experienced company to undertake the design and delivery of a pyrotechnics display for the City of Armadale's annual Australia Day Celebrations.

DETAILS OF PROPOSAL

The City of Armadale invited tenders for the Fireworks Display – Australia Day Celebrations on 2 October 2010. The successful tenderer will be required to undertake the design and delivery of a 20 minute pyrotechnics display synchronised to a soundtrack at the City of Armadale's Australia Day Celebrations. The display must be suitable to be fired from a combination of firing points. The display will be divided into four sections by three pre-recorded voice over passages (to be supplied by the Principal).

Two days will be allocated for installation of the display from 25 - 26 January 2011, with the display scheduled to commence at 8pm or any other time deemed appropriate by the Principal on 26 January 2011. Access to firing points will be negotiated by the Principal as the event location is near a busy shopping centre. The contractor will meet with the Principal in the lead up, during and at the conclusion the event.

The Contractor will:

- Design a fireworks display for the event, providing all details on the types of fireworks and numbers of shots to be used.
- Supply and execute 20 minute fireworks display, in synchronisation to the soundtrack, at the City of Armadale's Australia Day Celebrations commencing 8pm on 26 January.
- Organise the recording of the soundtrack under the direction of the Principal.
- Liaise closely with the Principal to ensure the Principal is fully briefed on all aspects of the display and that all aspects are approved by the Principal.
- Work with the Principal and the Armadale Central Shopping Centre to resolve the logistical issues associated with delivering a pyrotechnics display from the Centre roof and its surrounds during the business week.
- Obtain all necessary licenses and permits outlined by the Government of Western Australia: Department of Mines and Petroleum and ensure that all fireworks are carried out to Australian and Western Australian Standards and that all regulations and codes of practice are abided by.
- Comply with the Risk Assessment 2009 – Australia Day Fireworks (Appendix G).
- Be covered by public liability insurance of \$20,000,000.00 minimum.
- Work with the City's Community Development Coordinator and the Shopping Centre Management to ensure the safety of people and property.
- Remove and correctly dispose of all waste material associated with the fireworks display

- Provide overnight security for the fireworks during set up times.

The Principal will:

- Contract the cleaning of the Armadale Central Shopping Centre roof top to ensure all fireworks residue is removed from the area.
- Organise required meetings between Contractor, Principal, Shopping Centre management and all other stakeholders.
- Organise access to the firing points when required.
- Implement all road closures and fencing associated with the fireworks exclusion zone.
- Ensure the exclusion zone is manned during the event.
- Provide electronic copies of all songs required for the soundtrack
- Provide the wording and the recording of the voice over for incorporation into the soundtrack.
- Provide PA equipment to play the soundtrack and voice over.
- Provide a skip bin for the disposal of fireworks casings

Council’s approval is sought to award the tender for Fireworks Display – Australia Day Celebrations for an initial term of three (3) years commencing from the date of the Principal’s approval and expiring midnight 27 January 2013 and at the Principal’s absolute discretion may be renewed for a further (2) years. The price will be fixed with a CPI increase annually.

COMMENT

Analysis

The Request for tender seeks the provision of the required fireworks display for a period of three (3) years, commencing from the date of the Principal’s approval and expiring midnight 27 January 2013 and at the Principal’s absolute discretion may be renewed for a further (2) years.

The tender closed at 2pm WST on the 19 October 2010. Tenders were received from:

	Tenderer’s or Respondent’s Name
1.	Rapid Action Fireworks
2.	Cardile’s International Fireworks

An evaluation process was undertaken, having specific regard to the following Qualitative Criteria:

ITEM	DESCRIPTION	WEIGHTING
A)	Relevant Experience	30%
B)	Key Personnel skills and experience	10%
C)	Tenderer’s Resources	25%
D)	Demonstrated Understanding	25%

E)	Price	10%
	TOTAL	100%

All evaluators agreed that Cardile’s International Fireworks represented the most advantageous submission. Cardile’s demonstrated a greater level of experience in large scale fireworks displays with specific experience demonstrated in inner city and rooftop firing procedures.

Having previously worked on this event with the City of Armadale, Cardile’s has knowledge of the local area and the firing locations and has demonstrated a greater understanding of the site specific issues associated with this event. In addition to this, Cardile’s provided detailed information on the experience and qualifications of their staff and demonstrated a history a long term return clientele.

All evaluators found it difficult to compare the number of shots listed in each submission as on the surface there is a big discrepancy in the number of shots provided and while it appeared that Rapid Action would be using more ‘lower level’ shots Cardile’s shots appeared to be bigger.

Based on the panel’s evaluation, using a combination of the above qualitative criteria and price the submission from Cardile’s International Fireworks represents the most advantageous submission. It is therefore recommended this firm be selected as the City’s preferred supplier for all pyrotechnic requirements associated with the Australia Day Celebrations.

The ranking of the compliant tender submissions as determined by the evaluation panel is as follows:

TENDERER	RANKING
Cardile’s International Fireworks	1
Rapid Action Fireworks	2

Further evaluation information is attached. **(Refer to Confidential Attachment “B-1” – Summary of Attachments – buff page.)**

Conclusion

Tenders for the Fireworks Display – Australia Day Celebrations were recently invited with two (2) being received and assessed by an evaluation panel against compliance and qualitative criteria.

The result was that the submission received from Cardile’s International Fireworks represented the most advantageous tender to the City of Armadale.

The evaluation panel therefore recommends that the contract be awarded to Cardile’s International Fireworks at a price of \$24,200 (including GST) for a period of three (3) years with the option of a two (2) extension.

C37/11/10 RECOMMEND

That Council:

- 1. tender No. 25/10, for the provision of the Fireworks requirements for its Australia Day Celebrations accepts the tender of Cardile's International Fireworks for the period 9 November 2010 to 27 January 2013 in accordance with their submitted tender, Council's contract documentation and budget allocation.**
- 2. on successful completion of the initial 3 year period, pursuant to Section 5.42 of the *Local Government Act 1995*, delegates to the Chief Executive Officer ** the power to grant the two (2) year renewal option.**

****ABSOLUTE MAJORITY REQUIRED FOR PART (2)**

**Moved Cr Mauger
MOTION CARRIED (6/0)**

DRAFT STATE GOVERNMENT FUNDING ARRANGEMENT AND LOCAL LEVEL AGREEMENT FOR PUBLIC LIBRARY SERVICES

WARD ALL
FILE REF: LIB/SP/5
DATE 26 October 2010
REF PLW
RESPONSIBLE Executive Director
MANAGER Community
Services

In Brief:

This item recommends that Council advise the Western Australian Local Government Association that it supports the contents of the draft Local Level Agreement for the Delivery of Public Library Services as well as the draft Funding Arrangement, but with one requested change to the document.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

1.3 Access to a wide range of cultural, arts and learning opportunities

1.3.1 Provide libraries that support life long learning opportunities

Legislation Implications

Library Board of Western Australia Act 1951.

Council Policy/Local Law Implications

Nil

Budget/Financial Implications

Nil

Consultation

Manager Financial Services

BACKGROUND

In March 2010, a presentation was made to Elected Members regarding major change that was taking place regarding the agreements between State and Local Government in the provision of public library services in Western Australia. The presentation advised that in 2004, a Framework Agreement between State and Local Government and a Structural Reform Report were both signed in response to a need to change the system of public library funding and operation that has been in place for 60 years.

It outlined the funding decline over the years from a 50/50% funding responsibility to an approximate 80% Local Government/20% State Government funding allocation and the lobbying campaign that had been put in place by the Western Australian Local Government Association (WALGA) and supported by the professional Public Librarians' Association, that was successful in achieving an additional \$10.4M for public library stock over four years.

With the expiry of the 2004 Framework Agreement, the additional funding ceased, even though the outcomes of the adopted Structural Reform Report continued to be considered for implementation. A Strategic Library Partnership Advisory Steering Committee (SLPASC), with representatives from both State and Local Government was put in place and undertook the development of a new Framework Agreement, together with a new Funding Arrangement and Local Level Agreement. These were forwarded for comment to Local Government in September 2009.

A new Framework Agreement was endorsed by both State and Local Government at their December 2009 meetings and was formally signed by the Minister for Culture and the Arts on 10 June 2010. As the intent and principles of the new Framework Agreement addressed the broad overarching direction of public library services in WA, and didn't include standards and funding agreements unlike the 2004 Agreement, it was approved administratively by the City, rather than being brought to Council's attention as an agenda item.

Prior to the 2010/11 State budget, the State Government announced a 40% increase in funding for public library resources for the period 2010/11 to 2013/14. A new Funding Allocation Model was adopted by both the WALGA State Council and the Library Board of Western Australia at their August 2010 meetings.

A new Funding Allocation Model was adopted following workshops and extensive consultation and negotiation with Local Governments. The new model is a fairer and more transparent way of allocating funds, regardless of amount, to local governments for the purchase of public library stock. The City administratively supported the new model. Under the new model and with the 40% increase in funding, an increased allocation for Armadale library stock from the \$143,269 2009/10 allocation was expected from the State Library of WA. Unfortunately, the actual allocation for the current financial year is only \$142,607. The State Library has since advised that a budget overspend the previous financial year and a move to accrual accounting resulted in the allocations remaining basically the same as in the previous year. In the 2011/12 Financial Year, the City's stock allocation should be closer to the \$170,215 proposed in the WALGA agenda paper.

When WALGA provided the first working drafts of the new Funding and Local Level Agreements in September 2009, they were advised that these would be brought to Council's attention prior to final approval by the City. Final drafts were received on 7 October 2010 together with a Fax-Back request to be returned to WALGA by 1 November 2010. (**Refer to Attachments "A-2" and "A-3" – Summary of Attachments – buff page.**) An extension to this time frame has been approved, due to the importance of these documents.

DETAILS OF PROPOSAL

It is proposed that WALGA be advised that:

- a) the City supports the contents of the new draft Funding Arrangement but with an amendment to Clause 7(b) so that it reads "*Any Local Government receiving funds under this Agreement will provide audited details of expenditure of State funds on public library services*" rather than "any Local Government receiving funds under this Agreement accepts these payments on the understanding that they are subject to audit by the State library or its representative. Costs associated with these audits will be funded from funds allocated for public libraries.", and

- b) the City supports the contents of the revised Local level Agreement for the Delivery of Public Library Services.

COMMENT

Analysis

Both of these documents, the Funding Arrangement and the Local Level Agreement, have been the subject of extensive scrutiny and negotiation by both WALGA State Council and the SLPASC. They now support the core products and services that have been the basis of the successful public library system in WA.

However, the Recital and Agreed Terms contained in the Funding Arrangement paper were included following the work done by the Funding Agreement Working Group that was established by the SLPASC to oversee this document. It has been suggested, and supported by the City's Manager Financial Services, that the current wording "*any Local Government receiving funds under this Agreement accepts these payments on the understanding that they are subject to audit by the State Library or its representative. Costs associated with these audits will be funded from funds allocated for public libraries.*", would be a more expensive option than the City having the funds audited by its own external auditor. If an audit was required in the Pilbara, for example, costs could potentially include airfares, accommodation, living allowance and auditors fees. It does not specify which funds allocated for public libraries would be used and it could be the library resources budget. The City's Manager Financial Services advised that grants provided by other government agencies generally require either an acquittal form, signed from within the City for grants of under \$20,000, or acquittal via an external auditor for grants of a greater amount. This standard practice would be preferred.

On a positive note, within the Local Level Agreement, an initial concern related to inter-library lending, this was successfully negotiated on behalf of Local Government. It was originally proposed that the inter-library lending of stock purchased with Local Government funds would be required. WALGA, at the request of public libraries, had this clause removed. Other Core Products and Services required to be provided free of charge fall within the current services offered and will not pose any additional burden on the Library Department and its staffing.

Options

1. Support the contents of the draft Funding Arrangement and the Local Level Agreement, other than Clause 7(b) in the Funding Arrangement.
2. Request additional changes to one or both documents.

Conclusion

It is suggested that the City respond positively to the WALGA fax-back other than the one requested change to the Funding Arrangement document.

C38/11/10 RECOMMEND

That Council advises the Western Australian Local Government Association that it supports the contents of the:

- 1. new draft Funding Arrangement but requests an amendment to Clause 7(b) so that it reads “Any Local Government receiving funds under this Agreement will provide audited details of expenditure of State funds on public library services”, and**
- 2. revised Local level Agreement for the Delivery of Public Library Services.**

**Moved Cr Best
MOTION CARRIED (6/0)**

COMMUNITY PLAN FOR KARRAGULLEN

At the Council Meeting of 9 August 2010, Cr Hart raised the following matter under Matters for Referral to Standing Committees – Without Discussion:

“That the matter of a Community Plan for Karragullen be referred to the Community Services Committee.”

Cr Hart has provided the following report to Committee:

Karragullen is over 100 years old, is identified by the State as being a highly valued location for fruit growing. It has a population of approx 250 and is the last remaining area within the City of Armadale that is wholly Agriculture and contributes to the State’s wealth. It creates significant employment for locals. For years they had a small post office and the use of the Karragullen Hall and outside tennis courts for social events. With a decline in population, the post office closed, the Primary School closed, the Hall was leased to Roleystone Scouts, the tennis court was enclosed when the Hills Orchard Group was allowed to build over it and the playground equipment at the oval has been left to run down. Despite a reduced population, Karragullen still continues to be an important fruit growing community but is feeling a sense of being forgotten by Council.

C39/11/10 RECOMMEND

Council requests an assessment of the needs of the Karragullen community in respect to community infrastructure.

**Moved Cr Hart
MOTION CARRIED (6/0)**

VACANCY – WA LOCAL GOVERNMENT ASSOCIATION MEMBER – FESA STATE EMERGENCY SERVICE CAPITAL GRANTS COMMITTEE

WARD All
FILE REF: LE/L/24
DATE 19 October 2010
REF YW
RESPONSIBLE MANAGER Executive Director
Community Services

In Brief:

- WALGA is seeking nominations for appointment of a Member (x 2) (Panel of 4 required) to the FESA State Emergency Service Capital Grants Committee.

DETAILS OF PROPOSAL

Nominations are sought from Elected Members and Serving Officers to nominate for positions as Member (x 2) (Ministerial Appointment - Panel of 4 required) on the FESA State Emergency Service Capital Grants Committee. **The Closing date for the receipt of nominations for the vacancies is Thursday, 11 November 2010 at 5.00 pm.**

Appointments are conditional on the understanding that nominees will resign when their entitlement terminates, that is, they are no longer Elected Members or Serving Officers of Local Government.

Equality	It should be noted that the Government is committed to providing equal selection opportunity for both indigenous and non-indigenous people and both genders and the WA Local Government Association encourages nominations accordingly.
Reason for Vacancy, Term and Commencement Date:	Expiration of terms. Commencement upon appointment with a three year term.
Meeting Details:	Meetings: As required – at least once per year Venue : Metropolitan Perth Duration: 4 hours. Sitting Fee: Nil. Travel Allowance: In accordance with Government policy.
Eligibility:	Open to Elected Members and Local Government Officers
Selection Criteria:	Nominee to address the following Selection Criteria: <ul style="list-style-type: none"> • What is your relevant experience in Local Government? Please provide examples. • What are your experiences, skills, attributes or qualifications to support the nomination? Please provide examples. • Please outline your demonstrated interest in the position. • If successful, what do you see as your role and how would you represent Local Government and the Association?
Terms of Reference:	<ul style="list-style-type: none"> • To determine the priority allocation of funds for the procurement of replacement and additional capital assets for Local Governments. • To determine and approve the circumstances and conditions for the provision of new or refurbished assets to Local Governments and any necessary

	<p>relocation of assets.</p> <ul style="list-style-type: none"> To adjudicate on disputes formally referred to the Committees concerning capital and operating grant allocations.
Background Information:	The FESA State Emergency Service Capital Grants Committee was established to oversee the capital funding allocations to emergency service units. The primary function of this Committee is to determine the priority of the allocation of Capital Grants to meet the needs of Local Governments and communities throughout the State.
Membership:	<p>Six members as follows:</p> <ul style="list-style-type: none"> FESA Board representative (Chair) Two WALGA representatives One FESA State Emergency Service Consultative Committee representative Two FESA Officers
For further particulars about the Committee please call:	<p>Mr Peter Raykos ESL Grants Funding Officer (08) 9323 9832 Peter.raykos@fesa.wa.gov.au</p>
For further particulars about the Nomination process please call:	<p>Tim Lane Governance Policy Officer WALGA Phone (08) 9213 2029 or email nominations@walga.asn.au</p>

C40/11/10 RECOMMEND

That Cr..... be nominated by Council for the position of WA Local Government Association Member to the FESA State Emergency Service Capital Grants Committee.

OR, if there are no nominations at the Council Meeting of 8 November 2010 then the resolution be as follows:

That Council make no nomination for the position of WA Local Government Association Member to the FESA State Emergency Service Capital Grants Committee.

**Moved Cr Zelones
MOTION CARRIED (6/0)**

VACANCY – WA LOCAL GOVERNMENT BUSH FIRE BRIGADE CAPITAL GRANTS COMMITTEE

WARD All
FILE REF: LE/L/24
DATE 19 October 2010
REF YW
RESPONSIBLE MANAGER Executive Director
Community Services

In Brief:

- WALGA is seeking nominations for appointment of a Member (x 2) (Panel of 4 required) to the FESA Bush Fire Brigade Capital Grants Committee.

DETAILS OF PROPOSAL

Nominations are sought from Elected Members and Serving Officers to nominate for positions as Member (x 2) (Ministerial Appointment - Panel of 4 required) on the FESA Bush Fire Brigade Capital Grants Committee. **The Closing date for the receipt of nominations for the vacancies is Thursday, 11 November 2010 at 5.00 pm.**

Appointments are conditional on the understanding that nominees will resign when their entitlement terminates, that is, they are no longer Elected Members or Serving Officers of Local Government.

Equality	It should be noted that the Government is committed to providing equal selection opportunity for both indigenous and non-indigenous people and both genders and the WA Local Government Association encourages nominations accordingly.
Reason for Vacancy, Term and Commencement Date:	Expiration of terms. Commencement upon appointment with a three year term.
Meeting Details:	Meetings: As required – at least once per year Venue : Metropolitan Perth Duration: 4 hours. Sitting Fee: Nil. Travel Allowance: In accordance with Government policy.
Eligibility:	Open to Elected Members and Local Government Officers
Selection Criteria:	Nominee to address the following Selection Criteria: <ul style="list-style-type: none"> • What is your relevant experience in Local Government? Please provide examples. • What are your experiences, skills, attributes or qualifications to support the nomination? Please provide examples. • Please outline your demonstrated interest in the position. • If successful, what do you see as your role and how would you represent Local Government and the Association?
Terms of Reference:	<ul style="list-style-type: none"> • To determine the priority allocation of funds for the procurement of replacement and additional capital assets for Local Governments. • To determine and approve the circumstances and conditions for the provision of new or refurbished assets to Local Governments and any necessary

	<p>relocation of assets.</p> <ul style="list-style-type: none"> To adjudicate on disputes formally referred to the Committees concerning capital and operating grant allocations.
Background Information:	The FESA Bush Fire Brigade Capital Grants Committee was established to oversee the capital funding allocations to Local Governments for their bush fire brigade units. The primary function of this Committee is to determine the priority of the allocation of Capital Grants to meet the needs of Local Governments and communities throughout the State.
Membership:	<p>Six members as follows:</p> <ul style="list-style-type: none"> FESA Board representative (Chair) Two WALGA representatives One FESA Bush Fire Brigade Consultative Committee representative Two FESA Officers
For further particulars about the Committee please call:	<p>Mr Peter Raykos ESL Grants Funding Officer (08) 9323 9832 Peter.raykos@fesa.wa.gov.au</p>
For further particulars about the Nomination process please call:	<p>Tim Lane Governance Policy Officer WALGA Phone (08) 9213 2029 or email nominations@walga.asn.au</p>

C41/11/10 RECOMMEND

That Cr Hart be nominated by Council for the position of WA Local Government Association Member to the FESA Bush Fire Brigade Capital Grants Committee.

**Moved Cr Zelones
MOTION CARRIED (6/0)**

****REVIEW OF BUSH FIRE CONTROL LOCAL LAW**

WARD	All
FILE REF:	LE/L/3
DATE	26 October 2010
REF	BLW
RESPONSIBLE MANAGER	Executive Director Community Services

In Brief:

- The *Local Government Act 1995* requires local laws to be reviewed at least once in every eight years from when they either first commenced or a previous review report was accepted.

This Report presents the findings of the Bush Fire Control Local Law review process and recommends it continue in operation without amendment.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

Outcome Strategies 1.6 – A safe community 1.6.1 Support the community in emergency and fire management planning, response and recovery.

Legislation Implications

Local Government Act 1995 Section 3.16 – Periodic review of local laws:

- “(1) *Within a period of 8 years from the day when a local law commenced or a report of review of the local law was accepted under this section, as the case requires, a local government is to carry out a review of the local law to determine whether or not it considers that it should be repealed or amended.*
- (2) *The local government is to give State-wide public notice stating that –*
- the local government proposes to review the local law;*
 - a copy of the local law may be inspected or obtained at any place specified in the notice; and*
 - submissions about the local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given.”*

(2a) *A notice under subsection (2) is also to be published and exhibited as if it were a local public notice.*

(3) *After the last day for submissions, the local government is to consider any submissions made and cause a report of the review to be prepared and submitted to its council.*

(4) *When its council has considered the report, the local government may determine* whether or not it considers that the local law should be repealed or amended.*

** Absolute majority required.”*

NB: parts (3) and (4) above more specifically refer to this Report

Bush Fires Act 1954 Section 62

Council Policy/Local Law Implications

Bush Fire Control Local Law

Budget/Financial Implications

Nil

Consultation

- Management Executive (Local Law Aspects)
- Volunteer Bush Fire Brigades
- Public submissions
- Governance and Administration

BACKGROUND

Council, at its Meeting held on 2 April 2002 resolved (C58/02) to adopt the City of Armadale Bush Fire Control Local Law which was subsequently published in the Government Gazette on 5 July 2002.

Since its adoption in 2002, there have been no amendments to the Local Law.

DETAILS OF PROPOSAL

Pursuant to the requirements of the *Local Government Act 1995, Section 3.16*, an eight yearly review of the City of Armadale Bush Fire Control Local Law has recently been undertaken and this report presents the findings of that review which supports the case for the Local Law not to be amended.

COMMENT

Analysis

As per the requirements of the Local Government Act 1995, State-wide public notice was given of Council's intent to conduct an eight (8) yearly review of the Bush Fire Control Local Law, with submissions closing 11 October 2010. Notices were placed in "The West Australian", "Comment News", "Examiner" and displayed on the Administration Centre notice board and the Armadale Library, Kelmscott Library and Seville Grove Library notice boards.

Following the close of submissions, no submissions were received.

In consultation with relevant stakeholders, it is considered that the Bush Fire Control Local Law continues to be relevant and necessary and no amendments are required at this time

Options

Three options are available to Council:

1. repeal the Local Law;
2. amend the Local Law; or
3. maintain the status quo and make no amendments.

It is to be noted that should Council determine that the Local Law be amended, the required local law amendment process as explained at Section 3.12 of the *Local Government Act 1995*, is to be followed.

Conclusion

As has been advised earlier in this report, the Bush Fire Control Local Law continues to be relevant and necessary in maintaining control over activities within facilities under the control of the City and, accordingly, it is recommended that the Local Law not be amended or repealed.

C42/11/10 RECOMMEND

That Council, pursuant to Section 3.16 of the *Local Government Act 1995*, resolve that the City of Armadale Bush Fire Control Local Law continue in operation without amendment.

****ABSOLUTE MAJORITY REQUIRED**

**Moved Cr Best
MOTION CARRIED (6/0)**

****REVIEW OF LOCAL LAW RELATING TO DOGS**

WARD All
FILE REF: LE/L/12
DATE 26 October 2010
REF BLW
RESPONSIBLE EXECUTIVE DIRECTOR
MANAGER Community Services

In Brief:

- The *Local Government Act 1995* requires local laws to be reviewed at least once in every eight years from when they either first commenced or a previous review report was accepted.
- This Report presents:
 - (i) the preliminary findings of the Local Law relating to Dogs review process; and
 - (ii) the recommendation that the City's Local Law Relating to Dogs be amended and that the matter of formulating details of the proposed amendments be the subject of a further report to Council.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

Outcome Strategies 1.6 – A safe community 1.6.2 Ensure effective management of animals within the community

Legislation Implications

Local Government Act 1995 Section 3.16 – Periodic review of local laws:

- “(1) Within a period of 8 years from the day when a local law commenced or a report of review of the local law was accepted under this section, as the case requires, a local government is to carry out a review of the local law to determine whether or not it considers that it should be repealed or amended.
- (5) The local government is to give State-wide public notice stating that –
- a. the local government proposes to review the local law;
 - b. a copy of the local law may be inspected or obtained at any place specified in the notice; and
 - c. submissions about the local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given.”
- (2a) A notice under subsection (2) is also to be published and exhibited as if it were a local public notice.
- (6) After the last day for submissions, the local government is to consider any submissions made and cause a report of the review to be prepared and submitted to its council.
- (7) When its council has considered the report, the local government may determine* whether or not it considers that the local law should be repealed or amended.
- * Absolute majority required.”

NB: parts (3) and (4) above more specifically refer to this Report

Dog Act 1976 Section 49

Council Policy/Local Law Implications

Local Law Relating to Dogs

Budget/Financial Implications

To be determined in formulating details of proposed amendments.

Consultation

- Management Executive (Local Law Aspects)
- Recreation Services
- Public submissions
- Governance and Administration

BACKGROUND

Council, at its Meeting held on 2 April 2002, resolved (C59/02) to adopt the City of Armadale Local Law Relating to Dogs which was subsequently published in the Government Gazette on 5 July 2002.

Since its adoption in 2002, there have been no amendments to the Local Law.

DETAILS OF PROPOSAL

Pursuant to the requirements of the *Local Government Act 1995*, an eight yearly review of the City of Armadale Local Law Relating to Dogs has recently been undertaken and this report presents the findings of the review which supports the case for the Local Law to be amended.

COMMENT

Analysis

It is not the intent of this report to present specific details of proposed amendments to the Local Law but rather to determine, in line with the intent of the Act, whether the Local Law Relating to Dogs is to be retained, with or without any amendments.

As per the requirements of the Local Government Act 1995, State-wide public notice was given of Council's intent to conduct an eight (8) yearly review of the Local Law Relating to Dogs, with submissions closing 11 October 2010. Notices were placed in "The West Australian", "Comment News", "Examiner" and displayed on the Administration Centre notice board and the Armadale Library, Kelmscott Library and Seville Grove Library notice boards.

Following the close of submissions, no submissions were received.

It is evident that the City's Local Law Relating to Dogs continues to be relevant and necessary and that to enhance its ongoing relevance and operational effectiveness, a few proposed amendments are required, such as:

- Places which are dog exercise areas;
- Places where dogs are prohibited absolutely;
- Penalties and Fees;
- Release of impounded dogs.

It is to be noted that once Council has determined that the Local Law be amended, the required local law amendment process as explained at Section 3.12 of the *Local Government Act 1995*, is to be followed.

Options

Three options are available to Council:

1. repeal the Local Law;
2. amend the Local Law; or
3. maintain the status quo and make no amendments.

Conclusion

As advised earlier in this report, the Local Law Relating to Dogs continues to be relevant and necessary in maintaining control over activities within facilities under the control of the City. However the Local Law will be further enhanced with the noted proposed amendments, which will be the subject of a further report to Council.

C43/11/10 RECOMMEND

That Council:

- 1. pursuant to Section 3.16 of the *Local Government Act 1995*, and Section 49 of the *Dog Act 1976* agree ** to amend the City of Armadale Local Law Relating to Dogs; and**
- 2. the matter of formulating details of the proposed amendments be the subject of a further report to Council.**

****ABSOLUTE MAJORITY REQUIRED**

**Moved Cr Zelones
MOTION CARRIED (6/0)**

****REVIEW OF PARKING AND PARKING FACILITIES LOCAL LAW**

WARD All
FILE REF: LE/PRO/2
DATE 26 October 2010
REF BLW
RESPONSIBLE Executive Director
MANAGER Community Services

In Brief:

- The *Local Government Act 1995* requires local laws to be reviewed at least once in every eight years from when they either first commenced or a previous review report was accepted.
- This Report presents:
 1. The findings of the Parking and Parking Facilities Local Law review process; and
 2. The recommendation that the City's Parking and Parking Facilities Local Law be amended.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

Outcome Strategies 1.6 – A safe community 1.6.3 Promote and support planning and activities that encourage a safe and responsible community.

2.5 Safe and efficient movement of goods, services and people - 2.5.5 Provide appropriate on-road and off-street car parking

Legislation Implications

Local Government Act 1995 Section 3.16 – Periodic review of local laws:

“(1) Within a period of 8 years from the day when a local law commenced or a report of review of the local law was accepted under this section, as the case requires, a local government is to carry out a review of the local law to determine whether or not it considers that it should be repealed or amended.

(1) The local government is to give State-wide public notice stating that –

- a. the local government proposes to review the local law;*
- b. a copy of the local law may be inspected or obtained at any place specified in the notice; and*
- c. submissions about the local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given.”*

(2a) A notice under subsection (2) is also to be published and exhibited as if it were a local public notice.

(2) After the last day for submissions, the local government is to consider any submissions made and cause a report of the review to be prepared and submitted to its Council.

(3) When its Council has considered the report, the local government may determine whether or not it considers that the local law should be repealed or amended.*

** Absolute majority required.”*

NB: parts (3) and (4) above more specifically refer to this Report

Council Policy/Local Law Implications

City of Armadale Parking and Parking Facilities Local Law.

Budget/Financial Implications

Advertising costs have been identified in the 2010/2011 budget.

Consultation

- Management Executive (Local Law Aspects)
- Public submissions
- Governance Administration

BACKGROUND

Council, at its Meeting held on 2 September 2002 resolved (C147/02) to adopt the City of Armadale Parking and Parking Facilities Local Law, which was subsequently published in the Government Gazette on 29 April 2003.

Council, at its Meeting held on 2 July 2007 resolved (C44/6/07) to amend the City of Armadale Parking and Parking Facilities Local Law, which was subsequently published in the Government Gazette on 31 August 2007. Cr MacDonald also raised a “Councillor Item” in regard to a review of parking fines (C20/5/10) which has been addressed within this report.

DETAILS OF PROPOSAL

Pursuant to the requirements of Section 3.16 of the *Local Government Act 1995*, a review of the City of Armadale Parking and Parking Facilities Local Law has recently been undertaken and this report presents the findings of the review which supports the case for the Local Law to be amended. The following table outlines the proposed penalties applicable to prescribed offences as per Schedule 2 of the Parking and Parking Facilities Local Law:

SCHEDULE 2 PRESCRIBED OFFENCES PARKING AND PARKING FACILITIES LOCAL LAW				
ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	EXISTING PENALTY	PROPOSED PENALTY \$
1	2.2	Failure to park wholly within parking stall	35	50
2	2.2(4)	Failure to park wholly within parking area	35	50
3	2.3(1)(a)	Causing obstruction in parking station	45	70
4	2.3(1)(b)	Parking contrary to sign in parking station	45	70
5	2.3(1)(c)	Parking contrary to directions of Authorized Person	45	70

SCHEDULE 2 PRESCRIBED OFFENCES PARKING AND PARKING FACILITIES LOCAL LAW				
ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	EXISTING PENALTY	PROPOSED PENALTY \$
6	2.3(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	35	50
7	3.1(1)(a)	Parking wrong class of vehicle	35	70
8	3.1(1)(b)	Parking by persons of a different class of vehicle	40	50
9	3.1(1)(c)	Parking during prohibited period	40	70
10	3.1(3)(a)	Parking in no parking area, e.g. on footway	50	70
11	3.1(3)(b)	Parking contrary to signs or limitations	35	50
12	3.1(3)(c)	Parking vehicle in motor cycle only area	35	50
13	3.1(4)	Parking motor cycle in stall not marked 'M/C'	35	50
14	3.1(5)	Parking without permission in an area designated for 'Authorised Vehicles Only'	40	70
15	3.2(1)(a)	Failure to park on the left of two-way carriageway	35	70
16	3.2(1)(b)	Failure to park on boundary of one-way carriageway	35	70
17	3.2(1)(a) or 3.2(1)(b)	Parking against the flow of traffic	40	70
18	3.2(1)(c)	Parking when distance from farther boundary less than 3 metres	40	70
19	3.2(1)(d)	Parking closer than 1 metre from another vehicle	35	50
20	3.2(1)(e)	Causing obstruction	45	70
21	3.3(b)	Failure to park at approximate right angle	35	50
22	3.4(2)	Failure to park at an appropriate angle	35	50

SCHEDULE 2 PRESCRIBED OFFENCES PARKING AND PARKING FACILITIES LOCAL LAW				
ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	EXISTING PENALTY	PROPOSED PENALTY \$
23	3.5(2)(a) and 6.2	Double parking	40	70
24	3.5(2)(b)	Parking on or adjacent to a median strip	35	70
25	3.5(2)(c)	Denying access to private drive or right of way	40	70
26	3.5(2)(d)	Parking beside excavation or obstruction so as to obstruct traffic	45	70
27	3.5(2)(e)	Parking within 10 metres of traffic island	40	50
28	3.5(2)(f)	Parking on footpath/pedestrian crossing	50	70
29	3.5(2)(g)	Parking contrary to continuous line markings	40	70
30	3.5(2)(h)	Parking on intersection	40	70
31	3.5(2)(i)	Parking within 1 metre of fire hydrant or fire plug	45	70
32	3.5(2)(j)	Parking within 3 metres of public letter box	40	50
33	3.5(2)(k)	Parking within 10 metres of intersection	40	50
34	3.5(3)(a) or (b)	Parking vehicle within 10 metres of departure side of bus stop, children's crossing or pedestrian crossing	45	70
35	3.5(4)(a) or (b)	Parking vehicle within 20 metres of approach side of bus stop, children's crossing or pedestrian crossing	45	70
36	3.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	45	50
37	3.6	Parking contrary to direction of Authorized Person	45	70
38	3.7(2)	Removing mark of Authorized Person	50	70
39	3.8	Moving vehicle to avoid time limitation	35	70

SCHEDULE 2 PRESCRIBED OFFENCES PARKING AND PARKING FACILITIES LOCAL LAW				
ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	EXISTING PENALTY	PROPOSED PENALTY \$
40	3.9(a)	Parking in thoroughfare for purpose of sale	35	50
41	3.9(b)	Parking unlicensed vehicle in thoroughfare	35	70
42	3.9(c)	Parking a trailer/caravan on a thoroughfare	35	70
43	3.9(d)	Parking in thoroughfare for purpose of repairs	35	70
44	3.10(1) or (2)	Parking on land that is not a parking facility without consent	50	70
45	3.10(3)	Parking on land not in accordance with consent	35	50
46	3.11	Driving or parking on reserve	35	70
47	4.1(1)	Stopping contrary to a 'no stopping' sign	40	70
48	4.1(2)	Parking contrary to a 'no parking' sign	35	70
49	4.1(3)	Stopping within continuous yellow lines	35	70
50	5.1	Stopping unlawfully in a loading zone	35	70
51	5.2	Stopping unlawfully in a taxi zone or bus zone	35	70
52	5.3	Stopping unlawfully in a mail zone	35	70
53	5.4	Stopping in a zone contrary to a sign	35	70
54	6.1	Stopping in a shared zone	35	50
55	6.3	Stopping near an obstruction	40	50
56	6.4	Stopping on a bridge or tunnel	35	70
57	6.5	Stopping on crests/curves etc	50	70
58	6.6	Stopping near fire hydrant	50	70

SCHEDULE 2 PRESCRIBED OFFENCES PARKING AND PARKING FACILITIES LOCAL LAW				
ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	EXISTING PENALTY	PROPOSED PENALTY \$
59	6.7	Stopping near bus stop	40	70
60	6.8	Stopping on path, median strip or traffic island	35	70
61	6.9	Stopping on verge	35	70
62	6.10	Obstructing path, a driveway etc	35	70
63	6.11	Stopping near letter box	35	70
64	6.12	Stopping heavy or long vehicles on carriageway	40	70
65	6.13	Stopping in bicycle parking area	35	50
66	6.14	Stopping in motorcycle parking area	35	70
67	6.15	Stopping in disabled parking area	40	120
68	9.1 (1)	Obstruction of Street or Public Place	45	70
69		All other offences not specified	30	70

COMMENT

Analysis

As per the requirements of the Local Government Act 1995, State-wide public notice was given of Council’s intent to conduct a review of the City of Armadale Parking and Parking Facilities Local Law, with submissions closing 11 October 2010. Notices were placed in “The West Australian”, “Comment News”, “Examiner” and displayed on the Administration Centre notice board and the Armadale Library, Kelmscott Library and Seville Grove Library notice boards. Following the close of submissions, no submissions were received.

It is evident that the City’s Parking and Parking Facilities Local Law continues to be relevant and necessary and that to enhance its ongoing relevance and operational effectiveness, a number of proposed amendments to increase penalties are advisable.

The modified penalties contained therein propose an increase in penalties of between \$15 to \$35 dollars, depending on the offence. The increase in penalties is considered reasonable given that the last review/increase in parking penalties occurred in April 2003.

It is to be noted that once Council has determined that the Local Law be amended, the required local law amendment process, as explained at section 3.12 of the Local Government Act 1995, is to be followed.

Options

Three options are available to Council:

- repeal the Local Law;
- amend the Local Law; or
- maintain the status quo and make no amendments.

Conclusion

As advised earlier in this report, the Parking and Parking Facilities Local Law continues to be relevant and necessary in maintaining control over activities within facilities under the control of the City. However, it is recommended that the prescribed offences and penalties, as detailed in Schedule 2 be amended.

C44/11/10 RECOMMEND

That Council:

- 1. Pursuant to Section 3.16 of the Local Government Act 1995 agree** to amend the City of Armadale Parking and Parking Facilities Local Law; and**
- 2. Resolve its intent to amend the Parking and Parking Facilities Local Law.**
 - The purpose of the proposed amendments to the Local Law are to enhance its ongoing relevance and operational effectiveness which will enable the Local Government to better regulate parking within the district of the City of Armadale.**
 - The effect of the proposed amendments will update the existing Local Law so as to reflect a range of penalties consistent with current Road Traffic Requirements and operational practices.**
- 3. Advertise the following amendments to the City of Armadale Parking and Parking Facilities Local Law for public comment in accordance with the provisions of Section 3.12(3) of the Local Government Act 1995.**

- *Citation***

These Local Laws may be cited as the *City of Armadale Parking and Parking Facilities Amendment Local Law 2010.*

- ***Commencement***
This Local Law comes into operation 14 days after the date of publication in the *Government Gazette*.
- ***Principal Local Laws***
In these Local Laws, the City of Armadale Parking and Parking Facilities Local Laws 2002 published in Government Gazette of 3 April 2003 are referred to as the principal local laws.

The Principal Local Law is amended as follows:

Delete Schedule 2 and Insert -

**SCHEDULE 2
PRESCRIBED OFFENCES
PARKING AND PARKING FACILITIES LOCAL LAW**

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
1	2.2	Failure to park wholly within parking stall	50
2	2.2(4)	Failure to park wholly within parking area	50
3	2.3(1)(a)	Causing obstruction in parking station	70
4	2.3(1)(b)	Parking contrary to sign in parking station	70
5	2.3(1)(c)	Parking contrary to directions of Authorized Person	70
6	2.3(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	50
7	3.1(1)(a)	Parking wrong class of vehicle	70
8	3.1(1)(b)	Parking by persons of a different class of vehicle	50
9	3.1(1)(c)	Parking during prohibited period	70
10	3.1(3)(a)	Parking in no parking area, e.g. on footway	70
11	3.1(3)(b)	Parking contrary to signs or limitations	50

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
12	3.1(3)(c)	Parking vehicle in motor cycle only area	50
13	3.1(4)	Parking motor cycle in stall not marked 'M/C'	50
14	3.1(5)	Parking without permission in an area designated for 'Authorised Vehicles Only'	70
15	3.2(1)(a)	Failure to park on the left of two-way carriageway	70
16	3.2(1)(b)	Failure to park on boundary of one-way carriageway	70
17	3.2(1)(a) or 3.2(1)(b)	Parking against the flow of traffic	70
18	3.2(1)(c)	Parking when distance from farther boundary less than 3 metres	70
19	3.2(1)(d)	Parking closer than 1 metre from another vehicle	50
20	3.2(1)(e)	Causing obstruction	70
21	3.3(b)	Failure to park at approximate right angle	50
22	3.4(2)	Failure to park at an appropriate angle	50
23	3.5(2)(a) and 6.2	Double parking	70
24	3.5(2)(b)	Parking on or adjacent to a median strip	70
25	3.5(2)(c)	Denying access to private drive or right of way	70
26	3.5(2)(d)	Parking beside excavation or obstruction so as to obstruct traffic	70
27	3.5(2)(e)	Parking within 10 metres of traffic island	50
28	3.5(2)(f)	Parking on footpath/pedestrian crossing	70
29	3.5(2)(g)	Parking contrary to continuous line markings	70
30	3.5(2)(h)	Parking on intersection	70
31	3.5(2)(i)	Parking within 1 metre of fire hydrant or fire plug	70

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
32	3.5(2)(j)	Parking within 3 metres of public letter box	50
33	3.5(2)(k)	Parking within 10 metres of intersection	50
34	3.5(3)(a) or (b)	Parking vehicle within 10 metres of departure side of bus stop, children's crossing or pedestrian crossing	70
35	3.5(4)(a) or (b)	Parking vehicle within 20 metres of approach side of bus stop, children's crossing or pedestrian crossing	70
36	3.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	50
37	3.6	Parking contrary to direction of Authorized Person	70
38	3.7(2)	Removing mark of Authorized Person	70
39	3.8	Moving vehicle to avoid time limitation	70
40	3.9(a)	Parking in thoroughfare for purpose of sale	50
41	3.9(b)	Parking unlicensed vehicle in thoroughfare	70
42	3.9(c)	Parking a trailer/caravan on a thoroughfare	70
43	3.9(d)	Parking in thoroughfare for purpose of repairs	70
44	3.10(1) or (2)	Parking on land that is not a parking facility without consent	70
45	3.10(3)	Parking on land not in accordance with consent	50
46	3.11	Driving or parking on reserve	70
47	4.1(1)	Stopping contrary to a 'no stopping' sign	70
48	4.1(2)	Parking contrary to a 'no parking' sign	70
49	4.1(3)	Stopping within continuous yellow lines	70
50	5.1	Stopping unlawfully in a loading zone	70
51	5.2	Stopping unlawfully in a taxi zone or bus zone	70

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
52	5.3	Stopping unlawfully in a mail zone	70
53	5.4	Stopping in a zone contrary to a sign	70
54	6.1	Stopping in a shared zone	50
55	6.3	Stopping near an obstruction	50
56	6.4	Stopping on a bridge or tunnel	70
57	6.5	Stopping on crests/curves etc	70
58	6.6	Stopping near fire hydrant	70
59	6.7	Stopping near bus stop	70
60	6.8	Stopping on path, median strip or traffic island	70
61	6.9	Stopping on verge	70
62	6.10	Obstructing path, a driveway etc	70
63	6.11	Stopping near letter box	70
64	6.12	Stopping heavy or long vehicles on carriageway	70
65	6.13	Stopping in bicycle parking area	50
66	6.14	Stopping in motorcycle parking area	70
67	6.15	Stopping in disabled parking area	120
68	9.1 (1)	Obstruction of Street or Public Place	70
69		All other offences not specified	70

****ABSOLUTE MAJORITY REQUIRED**

Moved Cr Zelones
 MOTION CARRIED (6/0)

EXECUTIVE DIRECTOR COMMUNITY SERVICES REPORT

Seville Grove Library Turns 20:

The Seville Grove Library celebrated 20 years of its official opening date of Saturday, 27 October 1990, on Wednesday, 27 October 2010. The Library opened to the public as the Westfield Library on Monday, 29 October in 1990.

At the time, the front 60 sq m of the building was commercial lease space and housed a video store. This area was incorporated within the Library in January 2000 and half of the area became the community meeting room. The name change to Seville Grove was approved by Council in March 2008.

Displays of photographs of previous staff and the many events that have been held in the Library, together with detail provided by the current staff on their own history, favourite books etc created an interest, as did the time line of what else happened in history around the time that the Library opened. Previous staff members renewed acquaintances at the event. The Deputy Mayor, when cutting the Library birthday cake, made comment on the strong community focus of the Library.

RFID Tagging

The introduction of RFID (Radio Frequency Identification) is a step closer with the tagging of the Armadale Library stock commencing on 1 November 2010. The projected time frame is to go "live" with the RFID in February 2011. This will ensure greater security of the stock as well as improving efficiency in stock management and movement. Some re-education of the public in the self issue of their loans will be required, but a bonus will be that more than one item can be issued at one time. As with all new technologies introduced, there will be some settling in period, but the positive benefits will certainly be appreciated when the system is fully operative.

New Staff Members

The Heritage area has two new staff members of note.

Susan Hall has been appointed as the new Historian/Local Studies Librarian. Susan has a background in both Museum studies, as well as librarianship, specialising in local history libraries. Susan commenced with the City on 1 November in this key role. She will continue to grow the role of the Birtwistle Local Studies Library and Family History Centre, working closely with the Museum Curator to the advantage of both facilities.

Hazel James has been appointed to the newly-created Education Officer position within the City's History House Museum. Hazel has worked with the Library Service and has already done some work with the Museum. She previously worked as a history teacher in local schools and has a sound knowledge of the curriculum developments that are taking place in the education sector at both a State and national level. The Education Officer position will result in a strong liaison between the Museum and local schools, growing the number of Museum visitors and the knowledge of the district's history.

New History Book

The authors of the book have almost completed the writing and an editor is soon to be appointed to undertake the editing task. This will be completed by late February/early March and following that the book will be printed. It is anticipated that the launch of the book will be towards the middle of 2011.

Armadale Library Impressive Statistic

And this was an email received by one of the Armadale Library staff:

Did you know, that since we opened the new Library we have had 3,463 people join Armadale, that's an average of 17.67 people a day!!! Phew.

Cross Park Consultation

As part of the ongoing consultation with Cross Park user groups, a further meeting was recently held with representatives of the sporting clubs to progress the development of a strategy for sustainable use of playing fields in the Roleystone area.

A positive to come out of the discussions was that the clubs are supportive of investigating the potential use of the Roleystone High School oval for community sport as a way reducing some of the load on Cross Park.

With declining water supply from the existing bore at Cross Park, the City is still awaiting the results and likely yield of test holes put down at nearby Taree Reserve. This information should be available prior to the next meeting with the clubs in late November or early December.

Community Development Initiative

- Annual Children's Week celebrations were held from 23rd - 31st October 2010, incorporating a children's activity morning in Memorial Park with story teller Glenn Swift and Library story time sessions. Events throughout the week were coordinated by the City of Armadale, in collaboration with Communicare; Department for Communities, Armadale Community Family Centre and Complete Advantage.
- Annual Seniors' Week celebrations were held from 1st to 8th November 2010, including the Djeedalak Bendigo Bank Seniors' Event at the Champion Centre on 2nd November, which featured a Melbourne Cup day celebration, mini expo and live entertainment. An information display was held at Armadale Central Shopping Centre in conjunction with Libraries & Heritage, Leisure Services and Volunteer Services.
- International Day of Disability on 3rd December 2010 will be used to launch a revised version of the access and mobility map and e-audio technology at the Armadale Library.
- Thank a Volunteer Day will be celebrated as part of the Carols in Minnowarra event on 5 December and will feature a display by Armadale Volunteer Services.

Events Update

Armadale Highland Gathering and Cycle Classic

11:00am – 5:00pm, Saturday, 13 November 2010 - Minnawarra Park

The Highland Gathering is planned in collaboration with the Pipe Band Association of WA, Australian Pipe Band Association, Southern Districts Cycling Club, Royal Scottish Country Dance Association, Caledonian Society of WA and WA metropolitan Regional Committee of Highland Dancing. The traditional elements of the event will again be on show; Highland Dancing, Mini Pipe Band competition, heavy events and medieval fair. Special features to this year's Highland Gathering will be the Celtic ring community art project with the assistance from Roleystone District High School as well as wrestling, which appears as part of the heavy events for the first time.

City of Armadale Carols

5:00pm – 7:30pm, Sunday, 5 December 2010 - Minnawarra Park

Don Cook, conductor of the Armadale City Concert Band, has again been instrumental in the planning of this year's Carols. Don has liaised with the schools and is coordinating a repertoire selection. Pioneer Village, Armadale Primary School, along with Roleystone Theatre and Classic Sounds Choir, will be performing with the concert band. As well as the Carols, there will also be children's games and a visit from Santa. This year the Carols will join with the Armadale Volunteer Services to thank volunteers within the City of Armadale.

25th Anniversary – City Status – City of Armadale

At 10.00 am on Tuesday, 16 November 2010 in Council's Function Room, the City will hold a morning tea and talk to celebrate the 25th Anniversary of Armadale proclaiming City status.

Successful Funding

Recent applications by the City for funding have been successful for the following projects:

1. Armadale Youth Resources has been awarded \$193,000 from the Office of Crime Prevention for diversionary activities.
2. The Champion Centre has been awarded \$20,000 from the Department of Indigenous Affairs for a "One Stop Shop" Conference Expo to be held on Thursday, 9 December 2010 at the Champion Centre.

Staffing Matters

Customer Service

Recent changes to how the City is addressing its 'frontline' customer service and the physical changes to the Administration Building's front counter area have created a Customer Service Team under the management of the Corporate Services Directorate. The aim is to centralize Customer Service in the Administration Building.

As a result, the Community Services Customer Service position has been transferred to the Customer Service Team and physically located at the Administration Building front counter. The relocation will be for a trial period which commenced on Monday, 25 October 2011.

Details of the change include:

- Casual hall bookings and all enquiries will be completed at the Administration Building.
- All keys related to hall bookings will be distributed at the Administration Building.
- All payments will be made at the Administration Building; we will no longer have a point of sale in the Community Services building.
- All general customer enquiries will be handled directly at the Administration Building.

Ranger Services Appointment

Colin Williams commenced duties with the City as a part time Ranger on 19 October 2010. Colin replaces the position held by Ranger Rose Fenton who has stepped up from part time to full time employment as a result of the resignation of Ranger Nathan Hall who left the City of Armadale to take up a position as Emergency Services Coordinator with the Shire of Denmark.

COUNCILLORS' ITEMS

Nil

MEETING CLOSED AT 8.13 PM

COMMUNITY SERVICES COMMITTEE

SUMMARY OF “A” ATTACHMENTS

2 November 2010

Attachment No.	Subject	Page
A-1	MUSEUM INTERPRETATION PLAN IMPLEMENTATION TIMETABLE	48 - 54
A-2	DRAFT AGREEMENT FOR DELIVERY OF PUBLIC LIBRARY SERVICES – LIBRARY BOARD OF WALGA – SEPTEMBER 2010	55 - 73
A-3	DRAFT FUNDING ARRANGEMENT BTN STATE GOVERNMENT & WALGA – FUNDING FOR PUBLIC LIBRARIES	74 - 79

4.1 Implementation Priority Summary

The following describes a staged implementation of the recommended interpretation projects.

Stage	Location	Theme	Quote	Components	Cost
1 Completed	Area A, History House Museum	Bringing it Home, the Creation of a Home	<i>“A house is built of logs and stone Of piles and post and piers: A Home is built of loving deeds, That stand a thousand years”</i> Victor Hugo	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels	\$2,500.00 \$720.00 \$2,000.00 \$2,000.00 \$4,800.00 \$5,000.00 \$400.00 \$350.00
				TOTAL	\$17,770.00
1 2010/11	Area B on floor plan, History House Museum	Sub theme: Making a New Home/DIY	<i>“It is better to go home and make your net than to gaze longingly at the fish in the deep pool.”</i> Japanese proverb	Research/Curatorial/Audio script and acting Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Audio Station Object Props Object Labels	\$5,000.00 \$600.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00 \$5,000.00 \$300.00 \$350.00
				TOTAL	\$21,250.00
1 2011/12	History House Museum			New Lighting System (Museum Standard) Design, components & installation	\$25,000.00
				TOTAL	\$25,000.00

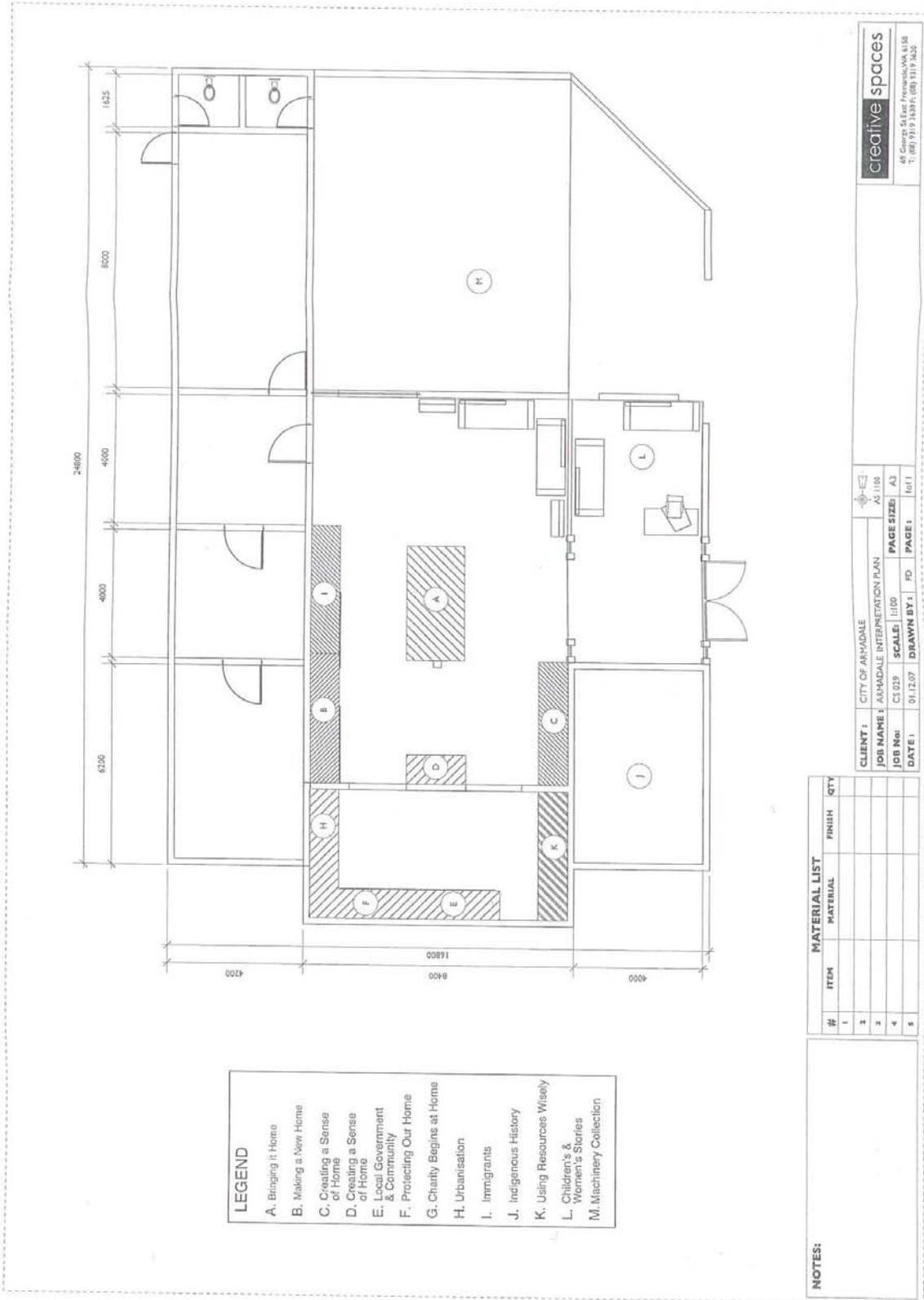
Stage	Location	Theme	Quote	Components	Cost
1 2012/13	Area C and D on floor plan, History House Museum	Sub theme: Creating a Sense of Home	<i>“Thing we can do is to make wherever we’re lost in Look as much like home as we can”.</i> Christopher Fry, <i>The Lady’s not for Burning</i> (1949) Act 3.	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels	\$2,500.00 \$720.00 \$2,000.00 \$2,000.00 \$4,800.00 \$4,000.00 \$800.00 \$350.00
				TOTAL	\$17,170.00
2 2013-15 2 Stages of \$30,000 each	Bert Tyler Museum	A key community member whose passion led him to restore machinery and then donate it.	<i>Thank God for dirty dishes, they have a tale to tell.</i> <i>While others may go hungry, we’ve eaten very well.</i> <i>With home, health & happiness; I shouldn’t want to fuss.</i> <i>By the stack of evidence. God’s been very good to us.</i>	Research/Curatorial inc. oral history research Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Machinery Signage x 20 Audio Station Mechanical Interactives x 5 (Gears, Pistons, Hydraulics, Air Pressure, Cranks) Design, Fabrication & Install	\$4,000.00 \$720.00 \$1,200.00 \$2,000.00 \$3,600.00 \$12,000.00 \$5,000.00 \$30,000.00
				TOTAL	\$58,520.00
1 2015/16	Area 1 on floor plan, History House Museum	Why do people make a new place home? The stories of different waves of immigrants to the city and the reasons for these:	<i>“Where we love is home, home that our feet may leave, but not our hearts.”</i> Oliver Wendell Holmes	Research/Curatorial/Oral Histories Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture	\$8,000.00 \$600.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00

Stage	Location	Theme	Quote	Components	Cost
				Object Props Object Labels	\$300.00 \$350.00
				TOTAL	\$19,250.00
3 2016/17	Area E on floor plan, History House Museum	Local Government and Community – municipal history. Short history of establishment of municipal governance in the areas, from Kelmscott to now.	<i>If there be righteousness in the heart, there will be beauty in the character. If there be beauty in the character, there will be harmony in the home. If there be harmony in the home, there will be order in the nation. If there be order in the nation, there will be peace in the world.</i> Confucius	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels DVD Production DVD Hardware & Install	\$4,500.00 \$720.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00 \$300.00 \$350.00 \$3,500.00 \$3,500.00
				TOTAL	\$21,870.00
3 2017/18	Area F on floor plan, History House Museum	Sub theme: Protecting our home – War Stores	<i>“Keep the home fires burning While your hearts are yearning Though your lads are far away They dream of home. There’s a sliver lining Through the dark cloud shining Turn the dark cloud inside out Till the boys come Home”</i>	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels DVD Production DVD Hardware & Install	\$5,500.00 \$720.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00 \$300.00 \$350.00 \$3,500.00 \$2,500.00
				TOTAL	\$22,870.00
3 2018/19	Area H on floor plan, History House Museum	Sub them: Urbanisation. Growth of suburbia: Plains – farms – houses; changing block size		Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u>	\$3,000.00 \$720.00 \$1,200.00 \$1,200.00

Stage	Location	Theme	Quote	Components	Cost
				Interpretive Panels Exhibition Furniture Object Props Object Labels DVD Production DVD Hardware &Install	\$3,600.00 \$4,000.00 \$300.00 \$350.00 \$3,500.00 \$2,500.00
				TOTAL	\$20,370.00
3 2020/21	Area J Front room of History House Museum	Sub them: Indigenous history. Traditional indigenous use of the area; dislocation; repatriation in recent decades; indigenous success stories from contemporary culture.	Source a quote that could be used to frame this theme. A quote from an existing indigenous resident from the district.	Research/Curatorial/Oral Histories Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Audio Station Object Props Object Labels	\$8,000.00 \$600.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00 \$5,000.00 \$300.00 \$350.00
				TOTAL	\$24,250.00
3 2022/23	Area K on floor plan, History House Museum	Using resources wisely to make a house a home/land uses	<i>Treat the earth well</i> <i>It was not given to you by your</i> <i>parents</i> <i>It was loaned to you by your</i> <i>children</i> <i>We do not inherit the earth from</i> <i>our ancestors</i> <i>We borrow it from our children</i> North American Indian Saying	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels	\$5,000.00 \$720.00 \$2,000.00 \$2,000.00 \$4,800.00 \$4,000.00 \$800.00 \$350.00
				TOTAL	\$19,670.00
3 2023/24	Area L on floor plan, History House Museum	Making a house a home – Children’s and Women’s stories.		Research/Curatorial/Oral Histories Coordination	\$6,000.00 \$720.00

Stage	Location	Theme	Quote	Components	Cost
		War impact on women and children. Women’s Land Army. Women’s role in early settlement; Migrant kids’ stories; children’s work in early days		Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture (inc. New Reception Desk) Object Props Object Labels DVD Production DVD Hardware & Install	\$2,000.00 \$2,000.00 \$3,600.00 \$6,000.00 \$400.00 \$350.00 \$3,500.00 \$2,500.00
				TOTAL	\$27,070.00
4 2025/26	Area M on floor plan. Machinery Collection in Back Room	Themes expanded based on themes above.		Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels	\$720.00 \$2,500.00 \$2,500.00 \$4,800.00 \$5,000.00 \$1,500.00 \$600.00
				TOTAL	\$17,620.00
1 2026/27	Area G on floor plan, History House Museum	Sub theme: Charity begins at Home, History House Museum. Area for special and rotating exhibitions to encourage repeat visitation and community groups to display or celebrate anniversaries.	“Charity begins at Home”	Research/Curatorial Coordination Exhibition Design Delivery & Installation <u>Production</u> Interpretive Panels Exhibition Furniture Object Props Object Labels	\$1,200.00 \$600.00 \$1,200.00 \$1,200.00 \$3,600.00 \$4,000.00 \$300.00 \$350.00
				TOTAL	\$12,450.00

Stage	Location	Theme	Quote	Components	Cost
2 Date to be determined in conjunction with Tourism Destination Strategy	Three walk trails which link to create one large one. (18 signs in total)	Walk Trail- Bringing it home – overall history of Armadale	<i>“A house is built of logs and stone Of piles and post and piers; A Home is built of loving deeds, That stand a thousand years”</i> Victor Hugo	Research/Curatorial Coordination Detailed Signage Design Delivery & Installation <u>Production</u> Graphic Design Signage Units	\$15,000.00 \$1,680.00 \$900.00 \$6,500.00 \$8,560.00 \$27,000.00
				TOTAL	\$59,640.00
3 Date to be determined in conjunction with Tourism Destination Strategy	Minnawarra Precinct and reference in B above. (4 signs in total)	Brookside; Church and School relocation	<i>“Having some place to go to is home. Having someone to love is family. Having both is a blessing.”</i>	Research/Curatorial Coordination Detailed Signage Design Delivery & Installation <u>Production</u> Graphic Design (Map & Brochure) Printing (Map & Brochure) Graphic Design (Signs) Storage Units	\$3,200.00 \$720.00 \$480.00 \$1,440.00 \$2,000.00 \$3,000.00 \$2,000.00 \$6,000.00
				TOTAL	\$18,840.00



- LEGEND**
- A. Bringing it Home
 - B. Making a New Home
 - C. Creating a Sense of Home
 - D. Creating a Sense of Home
 - E. Local Government & Community
 - F. Protecting Our Home
 - G. Charity Begins at Home
 - H. Urbanisation
 - I. Immigrants
 - J. Indigenous History
 - K. Using Resources Wisely
 - L. Children's & Women's Stories
 - M. Machinery Collection

NOTES:

#	ITEM	MATERIAL	FINISH	QTY
1				
2				
3				
4				
5				

creative spaces
49 George St East Fremantle WA 6158
T: (08) 9319 3339 F: (08) 9319 3430

CLIENT: CITY OF ARMADALE
JOB NAME: ARMADALE INTERPRETATION PLAN
JOB No: C5 029
DATE: 01.12.07
SCALE: 1:100
DRAWN BY: JD
PAGE: 1 of 1
PAGE SIZE: A3

2010

THE LIBRARY BOARD OF WESTERN AUSTRALIA

AND

[INSERT LOCAL GOVERNMENT]

**AGREEMENT FOR THE DELIVERY OF PUBLIC LIBRARY
SERVICES**

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION.....	4
1.1	Definitions	4
1.2	Interpretation.....	6
2	INCONSISTENCIES	7
3	STATEMENT OF COOPERATION.....	7
4	LG'S OBLIGATIONS.....	7
5	BOARD'S OBLIGATIONS.....	8
6	REPRESENTATIONS AND WARRANTIES.....	8
6.1	Representations and Warranties	8
6.2	Made Continuously	8
7	DEFAULT	8
7.1	Event of Default.....	8
7.2	Consequences of Event of Default	8
8	DISPUTE RESOLUTION	9
9	DISCLOSURE OF INFORMATION.....	9
10	ASSIGNMENT	9
11	INDEMNITY	10
11.1	LG's Indemnity	10
11.2	Board's Indemnity	10
12	RELATIONSHIP.....	10
13	NOTICES.....	10
13.1	Notices.....	10
13.2	Address for Service	11
14	FURTHER ASSURANCES	11
15	WAIVER.....	11
16	RIGHTS AND REMEDIES	11
17	ENTIRE AGREEMENT	12
18	VARIATIONS.....	12
19	COSTS	12
20	GOVERNING LAW	12

21	Core Products and Services	14
22	Laws and Standards	15
23	Reporting.....	15
24	Board Requirement.....	16
25	Core Products and Services to the LG.....	17
26	Core Products and Services to the Western Australian Public.....	17
27	Reporting.....	19
28	Laws and Standards	19

Agreement means this agreement.

Board means the Library Board of Western Australia.

Business Day means any day except a Saturday, Sunday or a public holiday in Perth, Western Australia.

Core Products and Services means the products and services to be provided by the LG and the Board as described in Schedules A and B of this Agreement.

Commencement Date means the date that this Agreement is executed.

Event of Default means an event of default described in clause 7.

Framework Agreement means the current agreement between the State of Western Australia and the Western Australian Local Government Association for and on behalf of Western Australian local governments titled *Framework Agreement between State and Local Government for the Provision of Public Library Services in Western Australia*.

Grant means any monies provided by the Board to the LG to enable the LG to provide a public library service to its constituents and will be subject to agreed levels of accountability.

Library means the library or libraries administered by the LG.

Library Stock means library resources supplied by the Board to the LG regardless of format.

Participating Body has the same meaning as in the Act.

Party means each of the Board and the LG as the context requires and Parties means both of them.

SLPASC means the Strategic Library Partnership Agreement Steering Committee.

Strategic Library Partnership Agreement Steering Committee means the committee made up of the Chief Executive Officers of the State Library and the Western Australian Local Government Association, a Library Board representative, a Department of Local Government representative, a Local Government Managers Australia (WA Division) representative and a Public Libraries Western Australia representative

SLWA means the State Library of Western Australia.

State Library of Western Australia means the State Government agency that administers the functions of the Board as provided for in the Act.

Term means the period commencing on the Commencement Date and ending on the date 4 years after the Commencement Date unless otherwise agreed by the Parties.

WALGA means the Western Australian Local Government Association.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) 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;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement;
- (j) headings are included for convenience and do not affect the interpretation of this Agreement;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) no rule of interpretation is to be applied to disadvantage the Board or the LG on the basis that it was responsible for preparing this Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;

- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year, unless otherwise specified;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (t) a reference to a monetary amount means that amount in Australian currency.

2 INCONSISTENCIES

Where the provisions of this Agreement are inconsistent with the provisions of the Framework Agreement, the provisions of this Agreement shall prevail to the extent of the inconsistency.

3 STATEMENT OF COOPERATION

- (a) The Board agrees to work cooperatively with LG to support the ongoing development and enhancement of the public library service and to assist in the strategic planning of its future.
- (b) The Board agrees to work with LG and State Government to enhance the capacity of Western Australia's public libraries to meet community needs.
- (c) LG agrees to expend State funding as specified by the Board and to develop its library service for the continued benefit of its community.
- (d) LG agrees to publicly acknowledge the support of the State Government in the funding of its libraries.
- (e) State Government agrees to publicly acknowledge the support of LG in providing public library services.

4 LG'S OBLIGATIONS

The LG will endeavour to comply with Local Government Obligations as specified in Schedule A.

5 BOARD'S OBLIGATIONS

The Board will endeavour to comply with Library Board of Western Australia Obligations, through SLWA, as specified in Schedule B.

6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

Each Party represents and warrants to the other party that:

- (a) it is duly authorised and has the power to enter into and observe its obligations under this Agreement;
- (b) its obligations under this Agreement are valid and binding and are enforceable against it in accordance with their terms;
- (c) it is unaware of any act, matter, thing or circumstance by reason of which it would be unable to perform any obligation under this Agreement; and
- (d) all information provided by it to the other party in relation to this Agreement is, or will be when disclosed, complete and accurate in all material respects and was complete and accurate at the time it was given.

6.2 Made Continuously

The representations and warranties made by the Parties under clause 6.1 are taken to be made continuously throughout the Term.

7 DEFAULT

7.1 Event of Default

The Board and the LG agree that it is an Event of Default if:

- (a) a Party fails to perform any of its obligations under this Agreement and such failure is not remedied within 30 days after the non-defaulting Party has given notice requiring the failure to be remedied; or
- (b) in the case of the LG, the LG ceases to be a Participating Body.

7.2 Consequences of Event of Default

If an Event of Default occurs during the Term, then:

- (a) the non-defaulting Party may terminate the Agreement;
- (b) if the non-defaulting Party is the Board, the Board may withhold Library Stock or funding or require the LG to return Library Stock to the Board within 14 days after the Board has given notice requiring such return.

8 DISPUTE RESOLUTION

- (a) If a question, difference or dispute arises at any time between the Parties concerning:
- (i) any provision of this Agreement or the meaning or construction of any matter or thing in any way connected with this Agreement; or
 - (ii) the rights, duties or liabilities of any Party under or pursuant to the provisions of this Agreement, other than any questions as to whether an Event of Default has occurred; and
 - (iii) the Parties are unable to resolve the dispute within 30 days of the dispute arising,

either Party may give notice in writing to the SLPASC, where appropriate, identifying the nature of the dispute and requesting the SLPASC's assistance with resolving the dispute.

- (b) If the dispute is not resolved within 30 days of service of the notice of the dispute to the SLPASC, the SLPASC will develop and present a report outlining the dispute and recommendations to the Board and WALGA State Council.
- (c) If the Board and WALGA State Council cannot resolve the dispute within 60 days of service of the receipt of the report, the Parties agree to allow either Party to refer the matter to an agreed independent mediator such as the Institute of Arbitrators and Mediators (WA Branch). The Parties agree that if either Party refers the matter to mediation both Parties will participate in the mediation process in good faith, with costs to be determined as part of the mediation process.

9 DISCLOSURE OF INFORMATION

The LG acknowledges and agrees that:

- (a) this Agreement and information in relation to it are subject to the *Freedom of Information Act 1992* and may be tabled in the Parliament of the State of Western Australia and be provided to the Auditor General of Western Australia; and
- (b) the Board may provide information in relation to this Agreement and information received by the Board from the LG under this Agreement to the public and interested persons, from time to time.

10 ASSIGNMENT

This Agreement is personal to each of the LG and the Board and neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

11 INDEMNITY

11.1 LG's Indemnity

The LG indemnifies the Board from and against any liability incurred by the Board as a result of any action, demand, claim or proceeding against the Board in respect of this Agreement relating to any act or omission of the LG.

11.2 Board's Indemnity

The Board indemnifies the LG from and against any liability incurred by the LG as a result of any action, demand, claim or proceeding against the LG in respect of this Agreement relating to any act or omission of the Board.

12 RELATIONSHIP

The Parties acknowledge and agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

13 NOTICES

13.1 Notices

A notice or other communication in connection with this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer or solicitor of the Board or an authorised officer or solicitor of the LG (as the case may be); and
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the recipient specified in clause 13.2; or
 - (ii) sent by facsimile to the facsimile number of the recipient specified in clause 13.2.
- (d) subject to clause 13.1(c), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and

- (e) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

13.2 Address for Service

The Parties' respective addresses for service are as follows:

- (a) The Board:

Library Board of Western Australia
C/- State Library of Western Australia
25 Francis Street
Northbridge, Western Australia 6000

Telephone (08) 9427 3111
Fax (08) 9427 3256

- (b) The LG:

[INSERT LG NAME]
[INSERT LG STREET ADDRESS]

Telephone: (08) **[INSERT LG PHONE NUMBER]**
Fax: (08) **[INSERT LG FACSIMILE NUMBER]**

14 FURTHER ASSURANCES

The Board and the LG must do everything reasonably necessary, including signing further documents, to give full effect to this Agreement.

15 WAIVER

- (a) Any waiver by the Board or the LG must be in writing signed by the Party waiving the right.
- (b) Any waiver by the Board or the LG does not affect its rights in respect of any other breach of this Agreement by the other Party.
- (c) Subject to clause 15(a), any failure by the Board or the LG to enforce any right under this Agreement will not be construed as a waiver of their respective rights under this Agreement.

16 RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

17 ENTIRE AGREEMENT

This Agreement, the current Framework Agreement and the current Funding Arrangement supersede all prior negotiations, understandings and agreements between the Board and the LG relating to matters covered by this Agreement, the Framework Agreement and the Funding Arrangement and constitute the full and complete agreement between the Board and the LG relating to the matters covered by this Agreement.

18 VARIATIONS

This Agreement may only be varied in writing executed by the Board and the LG. Additional schedules may be added to cover specific activities relevant to the LG such as the provision of, and participation in, regional library services.

19 COSTS

(a) The Board and the LG must pay their own legal and other costs in connection with the preparation and signing of this Agreement.

20 GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Board and the LG irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

Executed by the Parties as an agreement.

This Agreement will come into effect upon its approval by the Board.

Signed:

Mayor or President
[INSERT LG NAME]

Date:

Chief Executive Officer
[INSERT LG NAME]

Date:

Chairman
Library Board of Western Australia

Date:

Chief Executive Officer & State Librarian
State Library of Western Australia

Date:

Enclosures:

1. Schedule A – Local Government Obligations
2. Schedule B – Library Board of Western Australia Obligations

SCHEDULE A

LOCAL GOVERNMENT OBLIGATIONS

In accordance with the Framework Agreement, the LG agrees to provide core products and services free of charge as below:

21 Core Products and Services

The LG shall provide to the Western Australian public the following core products and services:

- (a) entrance to the Library building – includes occupation of general public spaces within the building during general opening hours;
- (b) membership of the statewide library system for all Western Australians;
- (c) loans and renewals of items from the general lending collections of the Library;
- (d) access to the information and other resources of the library for use on the library premises – includes public access to the internet for research and accessing information content but may exclude personal transactions, use of email and other communication modes that may be considered value-added;
- (e) access to local public library catalogues, to the statewide catalogue, to online databases, and access to the SLWA website – includes provision of the necessary means of access (hardware and infrastructure) and basic assistance by staff as well as introductory training for library clients in the use of local and statewide catalogues and electronic resources;
- (f) assistance in the use of the library and provision of basic reference/information services – includes assistance to identify and locate library materials (by any appropriate means) within the library or from other sources and assistance to identify, retrieve and make available, relevant information (by any appropriate means) in response to requests for information by library clients;
- (g) provision of an interlibrary loans service to the community through participation in a statewide service. Loans must as a minimum include items purchased with state government funds;

and in addition, where the following are currently provided or introduced in response to community needs and expectations:

- (h) access to any assistive technology or devices designed to provide equity of access to library collections by people with disabilities – e.g. magnifiers, text scanners, large print screen displays, voice output;
- (i) provision of basic library programs that:

- (i) educate the general community or sections of the community about the availability and nature of public library services;
 - (ii) train clients to develop skills and increase the knowledge necessary to access Core Library Products and Services;
 - (iii) directly support or foster literacy by facilitating the development of language acquisition and the acquisition of reading skills, e.g. story times, family literacy programs;
 - (iv) facilitate equity of access to library resources and Core Library Products and Services by particular segments of the community who may experience barriers to using a library, such as seniors, Aboriginal and Torres Strait Islander peoples, people with disabilities or those from non-English speaking backgrounds; and
- (j) outreach services that enable access to the library's collections, core services and programs, such as home delivery services, bulk loans to aged care facilities, schools, pre-schools and other community facilities within the local government area.

22 Laws and Standards

The LG shall comply with:

- (a) all State and Commonwealth laws, rules, regulations and by-laws, including but not limited to the *Library Board of Western Australia Act 1951* and the *Library Board (Registered Public Libraries) Regulations 1985*;
- (b) current standards and operating guidelines:
 - Operational standards for public libraries in Western Australia*, 2nd revised edition. Library Board of Western Australia, 1994
 - People places: a guide for public library buildings in New South Wales*, 2nd edition. Library Council of NSW, 2005
- and
- (c) all future jointly agreed – through the SLPASC - regulations, standards, reporting and operating guidelines.

23 Reporting

The LG is required to provide to the Board any information, documents, supporting evidence or any other thing in connection with the library or this Agreement that the Board reasonably requests from time to time including, without limitation, any information, documents, or other supporting evidence that the Board requires to ensure compliance with reporting guidelines. This includes the following reporting.

- a) The LG must provide annual statistical data for the financial year ending 30 June by 31 August and annual financial data by 30 September of the following financial year.
- b) Following introduction of a grants-based system, the LG will be required to submit an annual application for funding and an annual acquittal with respect to State Government funds received by the LG. The application form must be received by 31 July with the acquittal form due within four months of the financial year ending 30 June (ie by 31 October).

24 Board Requirement

Under the *Library Board of Western Australia Act 1951* (section 15), the Board has a number of functions and powers in relation to participating bodies and libraries. In keeping with these functions and powers, Board approval must be sought for any agreement with a third party service provider and for the establishment, relocation, collocation or closure of a library.

SCHEDULE B

LIBRARY BOARD OF WESTERN AUSTRALIA OBLIGATIONS

Within the context of the *Library Board of Western Australia Act 1951* and its regulations, and in accordance with the Framework Agreement, the Library Board of Western Australia agrees to provide core products and services free of charge as below:

25 Core Products and Services to the LG

The Board shall provide the following core products and services to the LG:

- (a) provision of centralised procurement and shelf ready library resources purchased from the acquisitions budget allocated by the State Government, or provision of funding/grants as determined by the funding agreement;
- (b) provision of an exchange system in line with structural reform recommendations;
- (c) provision of, and access to, the statewide (SLWA) catalogue – includes basic assistance and introductory training for library staff in the use of the statewide (SLWA) catalogue using train the trainer principles;
- (d) provision of, and access to, SLWA websites and online databases;
- (e) provision of an interlibrary loans service and document requesting system – includes supply of interlibrary loans from SLWA stock or other libraries' stock and the supply of holdings information;
- (f) provision of advisory services, training and support to assist and enable the LG and Library to:
 - (i) participate in the statewide system and access SLWA's collections and services;
 - (ii) ensure equity of access to library services by communities;
 - (iii) ensure equity of access to library services by clients, regardless of age, culture, disability, literacy and other barriers;
 - (iv) present positive images to the public and to Government;
 - (v) prepare, where appropriate, joint submissions to Government and other funding bodies; and
 - (vi) access specialist knowledge, research, contracts and networks.

26 Core Products and Services to the Western Australian Public

The Board shall provide to the Western Australian public the following core products and services:

- (a) entry to the State Library building – includes occupation of general public spaces within the building during general opening hours;
- (b) membership of the State Library (where applicable);
- (c) loans and renewals of items from the lending collections;
- (d) access to the information and other library resources for use on the State Library premises – includes public access to the internet for research and accessing information content but may exclude personal transactions, use of email and other communication modes, which may be considered value-added;
- (e) access to the SLWA website, statewide catalogue and online databases – includes provision of the necessary means of access (hardware and infrastructure) and basic assistance as well as introductory training for library clients in the use of the statewide (SLWA) catalogue;
- (f) access to and use of any assistive technology or devices provided in response to local community needs that are designed to provide equity of access to library collections and core services by people with disabilities, e.g. magnifiers, text scanners, large print screen displays, voice output;
- (g) assistance in the use of the State Library and provision of basic reference/information services – includes assistance to identify and locate library materials (by any appropriate means) within the State Library or from other sources and assistance to identify, retrieve and make available relevant information (by any appropriate means) in response to requests for information by clients. Includes provision of bibliographic and library holdings information;
- (h) provision of learning and outreach programs that:
 - (i) educate clients (including groups from schools and other education institutions) about the availability and nature of SLWA's services and to assist them become self-sufficient in use of library resources, products and services;
 - (ii) foster literacy by facilitating the development and acquisition of language and reading skills, e.g. story times, family literacy programs; and
 - (iii) in accordance with community needs, facilitate equity of access to library resources and core library services by particular segments of the community who may experience barriers to using a library, such as seniors, Aboriginal and Torres Strait Islander peoples, people with disabilities or those from non-English speaking backgrounds.

¹ It should be noted that there are statutory and other mandates governing some aspects of SLWA's collections and services that need to be accommodated, for example restricted access to legal deposit collections or private archives

27 Reporting

The Board will regularly provide information to the LG on the level of expenditure and/or commitments in relation to the purchase of library stock.

The Board will provide information on expenditure of public library funding on library materials, materials in languages other than English, electronic resources, processing and other services at the end of each financial year.

28 Laws and Standards

The Board must comply with all State and Commonwealth laws, rules, regulations and by-laws and all agreed regulations, standards, reporting and operating guidelines.

**FUNDING ARRANGEMENT
BETWEEN
THE MINISTER FOR CULTURE AND THE ARTS (on behalf of the State of
Western Australia)
AND
THE PRESIDENT OF THE WESTERN AUSTRALIAN LOCAL GOVERNMENT
ASSOCIATION
REGARDING FUNDING FOR PUBLIC LIBRARIES
2010/11 to 2013/14**

RECITAL

- A. This Funding Arrangement (Arrangement) is to facilitate the provision of public library services in Western Australia through funding under a partnership arrangement between State and Local Government
- B. This Arrangement:
- should be read in conjunction with the Framework Agreement between State and Local Government for the Provision of Public Library Services in Western Australia;
 - affirms the commitment of State and Local Government to addressing the library and information needs of the people of Western Australia through a sustainable and responsive network of vibrant and connected well-resourced public libraries;
 - recognises the role and responsibilities of the Library Board of Western Australia under the Library Board of Western Australia Act 1951;
 - is predicated on a co-operative relationship between State and Local Government and the network of public libraries for the benefit of all Western Australians; and
 - recognises the Local Government contribution to public library services made by individual councils through the provision of recurrent and capital funding.

AGREED TERMS

1. DEFINITIONS

Framework Agreement means the current agreement between the State of Western Australia and the Western Australian Local Government Association for and on behalf of Western Australian local governments titled *Framework Agreement between State and Local Government for the Provision of Public Library Services in Western Australia*

The Funding Committee means the Strategic Library Partnership Agreement Steering Committee

The **Library Board** means the Library Board of Western Australia

The **State Library** means the State Library of Western Australia, the State Government agency that administers the functions of the Library Board as provided for in the Act

The **Strategic Library Partnership Agreement Steering Committee** means a committee made up of the Chief Executive Officers of the State Library and the Western Australian Local Government Association, a Library Board representative, a Department of Local Government representative, a Local Government Managers Australia (WA Division) representative and a Public Libraries Western Australia representative

WALGA means the Western Australian Local Government Association

2. LENGTH OF ARRANGEMENT

- (a) This Arrangement applies for the period from 1 July 2010 until 30 June 2014 unless otherwise varied by agreement between the Minister and the President.
- (b) It is intended that this Arrangement will be reviewed annually and that, by the end of January 2014, the Minister and the President will be in a position to enter into a subsequent Arrangement.

3. OUTCOMES

All parties seek to:

- (a) uphold the shared vision articulated in the *Framework Agreement*;
- (b) uphold the key principles articulated in the *Framework Agreement*;
- (c) uphold the development and provisions of individual local agreements; and
- (d) implement structural reform strategies.

4. FUNDING AGREEMENTS

- (a) The parties agree that the funding determined pursuant to this Arrangement will be provided to individual Local Governments pursuant to an *Agreement for the Delivery of Public Library Services* to be entered into with each Local Government.
- (b) Under the *Agreement for the Delivery of Public Library Services*, funding will be made available by the Minister, or through the Library Board, for public library service provision including for the purchase of library materials.

- (c) The *Agreement for the Delivery of Public Library Services* will not preclude allocation of funds for purposes other than materials purchase should opportunities arise over the term of this Arrangement. This includes the allocation of cash grants to local governments and other changes recommended as part of the structural reform of public library services.

5. FUNDING PRINCIPLES

5.1 Funding Allocation Model and Funding Guidelines

The Funding Committee will draft and implement a Funding Allocation Model and Funding Guidelines which contain the principles and guidelines for a grant-based funding allocation to individual Local Governments. Some of the principles to be included in the Funding Allocation Model and the Funding Guidelines include (but are not limited to):

- (a) an annual acquittal process for Local Governments as part of standard financial accountability;
- (b) a minimum percentage of the grant funding will be tied to the purchase of library materials with the remainder available to Local Governments for discretionary spending on public library services;
- (c) grants for individual Local Governments are subject to an annual adjustment in accordance with a formula to be set out in the Funding Allocation Model; and
- (d) allowance for population growth, demand for library services and disadvantage in service delivery - including the application of minimum grants.

5.2 Innovation and Development Grants

Where funding is available, innovation and development grants (competitive) are to be allocated to Local Governments on an annual basis to help deliver programs and projects that support and achieve structural reform of public library services. Projects will deliver a range of outcomes and include outreach programs to increase accessibility of public library services to specific demographic groups; projects that deliver statewide benefits to public library users including information technology advances; and projects that foster a collaborative approach to the collection, preservation and sharing of Western Australia's documentary heritage at both a local and statewide level.

Where funds are made available for this purpose, annual allocations will be made on a competitive basis subject to submission of an approved business case. Grants will be acquitted in accordance with an agreed plan.

5.3 Determination of Funding

- (a) The Funding Committee is responsible for overseeing and implementing the funding in accordance with the Funding Allocation Model.
- (b) The Library Board, through the State Library, will oversee, monitor and recommend to the Honourable Minister for Culture and the Arts the distribution of State funds to Local Government for public libraries.
- (c) Public library materials purchased centrally by the State Library using State funds will remain the property of the State Government until such time as a new model is introduced. Under structural reform, the intent is to transfer ownership to Local Government.
- (d) The Funding Committee will apply its best endeavours to ensure all Local Governments participate in the achievement of the outcomes outlined in this Arrangement.

6. FUNDING COMMITMENT

6.1 State Funding

The projected annual allocations by the State for funding Local Governments for public libraries under the *Framework Agreement* for the years 2010/11 to 2013/14 are per the following schedule:

2010/11	\$9,307,000
2011/12	\$9,512,000
2012/13	\$9,721,000
2013/14	\$9,935,000

6.2 Structural Reform

State and Local Government will contribute financially to the structural reform process. This will be the subject of negotiation between WALGA and the State Library each year.

7. AUDIT OF ACQUITTAL RECORDS

- (a) The State Library will provide audited details of expenditure of State funds on public library services in its annual report.
- (b) Any Local Government receiving funds under this Agreement accepts these payments on the understanding that they are subject to audit by

the State Library or its representative. Costs associated with these audits will be funded from funds allocated for public libraries.

8. NO LEGAL OBLIGATIONS

The parties acknowledge that this arrangement documents the parties' intentions to cooperate in relation to funding arrangements and sets out the principles which will be negotiated under the funding agreements to be agreed by the parties. Nothing in this arrangement is intended to create legal obligations in respect of either party.

.....
Signed by the Hon John Day, MLA
MINISTER FOR CULTURE AND THE ARTS, FOR
AND ON BEHALF OF THE STATE OF WESTERN
AUSTRALIA

in the presence of

.....
Matthew Allen
CHAIRMAN, LIBRARY BOARD OF WESTERN
AUSTRALIA

.....
Margaret Allen
CEO, STATE LIBRARY OF WESTERN AUSTRALIA

Dated of

.....
Signed by Mayor Troy Pickard
PRESIDENT, WESTERN AUSTRALIAN LOCAL
GOVERNMENT ASSOCIATION, FOR AND ON
BEHALF OF WESTERN AUSTRALIAN LOCAL
GOVERNMENTS

in the presence of

.....
Ricky Burges
CEO, WESTERN AUSTRALIAN LOCAL
GOVERNMENT ASSOCIATION