

SHIRE OF CUNDERDIN

and

CUNDERDIN COMMUNITY RESOURCE CENTRE INC

**MEMORANDUM OF UNDERSTANDING
PROVISION OF LIBRARY SERVICES**

The parties to this Memorandum of Understanding are:

The SHIRE OF CUNDERDIN of Lundy Avenue, Cunderdin, Western Australia ('the Shire')

and

CUNDERDIN COMMUNITY RESOURCE CENTRE INC of 57 Main Street, Cunderdin, Western Australia ('The Cunderdin Community Resource Centre')

DATED :

in effect for the next twenty four (24) months

LIBRARY SERVICES:

BACKGROUND

Pursuant to the Scheme, the Shire and the State Library of Western Australia cooperate to provide a free public library service within the district of the Shire of Cunderdin

With the approval of the State Library of Western Australia, the Shire has agreed to allow the Cunderdin Community Resource Centre to provide the Library Service on the terms and conditions contained in this Memorandum of Understanding

DEFINITIONS

In this MOU, unless the context otherwise requires, the following expressions shall have the following meanings:

'CEO' means Chief Executive Officer of the Shire of Cunderdin

'State Library of Western Australia' means the State Library of Western Australia

'Library Service' means the day to day operation of a free public library service within the district of the Shire of Cunderdin

'Public Holiday' means any public holiday observed by the Shire

'Scheme' means a Scheme of cooperation made between the shire and the State Library of Western Australia executed by the Shire, for the provision, organisation and supervision of the free public library and free public library services within the Cunderdin area.

'Written law' has the meaning given to it in the Interpretation Act 1984.

INTENTIONS OF THE PARTIES

The parties intend to work together, in good faith to achieve the outcomes and deliverables of the provision of free public library service within the district of the Shire of Cunderdin, and other matters as agreed between the Parties from time to time.

OBLIGATIONS & COMMITMENTS OF THE PARTIES

The Cunderdin Community Resource Centre will;

- Conduct the Library Service;
 - (a) At all times in a manner to the satisfaction of the CEO of the Shire; and
 - (b) In accordance with all regulations made by the State Library of Western Australia
- Keep the premises open to the public so that they may avail themselves of the library Service during the following minimum periods (Public Holidays ,Christmas to New Year and exception circumstances as approved by the Community Resource Centre Committee excluded eg January):

Monday to Friday 9.00am to 4.30pm

- Conduct the Library Services wholly and solely from the premises located at 57 Main Street Cunderdin
- Comply with, carry out and perform the requirements of all written laws and all notices, requisitions and order made there under relation to the Library Service
- At all times to keep proper books of account and records and have them at all times properly posted up so as to show all the dealing in operation of the Library Services and to preserve all documents and vouchers in connection therewith and upon demand by the Shire to deliver up to the Shire for the Shire's inspection and examination all such books of accounts, records, voucher and other documents.
- Perform an annual stock take, maintain book stock in good order and acquire books as and when available from donations and grants.
- Develop a discard policy in relation to the book stock owned by Cunderdin Public Library. This policy will allow for the updating and consolidation of the book stock held by Cunderdin Public Library and will allow for the purchase and replacement of books deemed to be of significant value to the local community.

The Shire of Cunderdin will;

1. Provide book stock through the State Library of Western Australia and shelving considered necessary by the Shire for the efficient conduct of the library service
2. Pay an annual monetary contribution of \$20,000 to assist with library operations and functions. The \$20,000 to be indexed annually in accordance with Perth CPI for 12 month period ending 31 March in each year
3. Provide and maintain adequate computer hardware and software to operate appropriate library computer programs and pay for all associated costs as determined by the Community Resource Centre Committee
4. Provide all appropriate library training requirements and associated travel and accommodation costs of the library staff of the Cunderdin Community Resource Centre. Appropriate training requirements to be determined by the Community Resource Centre Coordinator in consultation with the Regional Librarian.
5. The Shire is responsible for insurance covering the locally owned book stock, and third party liability.

AUTHORITY TO BIND

Nothing contained in this MOU shall be deemed to constitute a relationship between the Shire and the Cunderdin Community Resource Centre or that of principal and agent, and neither of the Parties has to power of authority to bind the other, including, without limitation, any power or authority to incur any liability or expense on behalf of the other, without it's prior written consent.

TERMINATION

Either Party may terminate this MOU by giving the other not less than 6 months' notice in writing

DISPUTE RESOLUTION

In the event of any dispute arising out of in relation to the obligation of the Parties or a breach thereof, the parties agree to try, in good faith to settle the dispute by mediation

EXECUTED

The Common Seal of the Shire of)
Cunderdin was hereunto affixed in)
the presence of)

ALISON HARRIS
SHIRE PRESIDENT
SHIRE OF CUNDERDIN
/ /2023

STUART HOBLEY
CEO
SHIRE OF CUNDERDIN
/ /2023

The Common Seal of the Cunderdin)
Community Resource Centre Inc)
was hereunto affixed in the presence)
of)

BRUCE STORER
CHAIRPERSON
CRC MANAGEMENT COMMITTEE
/ /2023

COURTNEY THOMSON
COORDINATOR
CRC MANAGEMENT COMMITTEE
/ /2023