



SHIRE OF
Kent
NYABING • PINGRUP
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MEMORANDUM OF UNDERSTANDING

Library Services - Pingrup

DRAFT

1. Parties

This Memorandum of Understanding (MOU) is made between the:

1. **Shire of Kent** ABN 74 945 163 281 of 24-26 Richmond Street, NYABING WA 6341 (the **Shire**).
2. **Pingrup Community Resource Centre Inc** ABN 13 761 006 698 of 2 Burston Street, PINGRUP WA 6343 (the **Pingrup CRC**).

Together referred to as 'the **Parties**'

2. Purpose

The purpose of this MOU is to formalise the long-standing arrangement between the Shire and the Pingrup CRC for the provision and operation of community library services in Pingrup.

3. Background

The Pingrup CRC has been providing library services to the Pingrup community for a number of years.

The Shire acknowledges the value of these services in supporting community wellbeing, access to information, and social connection.

The parties wish to document the current arrangement whereby the Pingrup CRC independently manages and delivers the library service, with financial support from the Shire.

4. Scope of Services

4.1 The Pingrup CRC agrees to operate and manage the Pingrup Library in accordance with all regulations made by the State Library of Western Australia, including but not limited to:

- Day-to-day operation of the library
- Management of library resources and materials
- Staffing and/or volunteer coordination
- Opening hours and service delivery
- Maintenance of library facilities (unless otherwise agreed)
- Compliance with any applicable legislation or standards

4.2 The Pingrup CRC retains full responsibility for how the service is delivered, including operational decisions, resourcing and Tier nominations.

4.3 The Shire will have no operational involvement in the day-to-day delivery of the library service.

5. Financial Contribution

5.1 The Shire agrees to provide an annual financial contribution of \$13,000 (ex GST) to the Pingrup CRC for the delivery of library services.

5.2 This contribution is intended to cover all costs associated with the provision of the service, including (but not limited to):

- Staffing or volunteer support
- Utilities and consumables
- Library resources and materials
- Administration and overheads

5.3 The Shire agrees to provide an additional annual financial contribution of \$1,500 (ex GST) to the Pingrup CRC for the annual subscription to the SPYDUS or similar library management software.

5.4 The Shire agrees to provide a one-off contribution of \$1,000 (ex GST) in the 2026-2027 financial year to assist with the migration costs to the new software.

5.3 The Pingrup CRC acknowledges that the Shire's contribution represents the Shire's full financial commitment to the service, unless otherwise agreed in writing.

6. Payment Terms

6.1 The Pingrup CRC will issue an annual invoice to the Shire for the agreed contribution amount.

6.2 Payment will be made in accordance with the Shire's standard payment terms.

7. Reporting Requirements

7.1 To support transparency and demonstrate community benefit, the Pingrup CRC agrees to provide basic usage data to the Shire at the time of invoicing.

7.2 This information should include, where available:

- Number of library users/visitors
- Number of loans/transactions
- Membership numbers
- Any programs or activities delivered
- Any notable trends or community outcomes

7.3 The reporting requirements are intended to be practical and not overly burdensome.

8. Review of Contribution

8.1 The annual contribution may be reviewed each financial year.

8.2 Any increase will be at the discretion of the Shire and may take into consideration:

- Consumer Price Index (CPI) movements
- Financial capacity of the Shire
- Service usage and community benefit

8.3 Any variation to the contribution amount must be agreed in writing by both parties.

9. Term of Agreement

9.1 This MOU will commence on DD/MM/YYYY and continue for a period of five (5) years, unless terminated earlier in accordance with this agreement.

9.2 The MOU may be renewed by mutual agreement.

10. Roles and Responsibilities

10.1 The Pingrup CRC will:

- Deliver and manage the library service
- Ensure appropriate governance, insurance and compliance
- Monitor the shared email address of library@kent.wa.gov.au for email relating to the Pingrup Library services
- Maintain appropriate records and reporting
- Notify the Shire of any significant issues impacting service delivery

10.2 The Shire will:

- Provide the agreed annual financial contributions
 - Maintain a strategic interest in the service (non-operational)
 - Provide access to the Pingrup CRC via logging into SOKlibrary@kent.wa.gov.au through an internet browser
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11. Liability and Insurance

11.1 The Pingrup CRC is responsible for all aspects of service delivery and assumes all associated risks.

11.2 The Pingrup CRC must maintain appropriate insurance, including:

- Public liability insurance
- Volunteer/workers insurance (as applicable)

11.3 The Shire will not be liable for any claims, damages or losses arising from the operation of the library service by the Pingrup CRC.

12. Termination

12.1 Either party may terminate this MOU by providing three (3) months' written notice.

12.2 The Shire reserves the right to terminate the agreement if:

- The service is no longer being delivered; or
 - The Pingrup CRC fails to meet reasonable expectations under this MOU.
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13. Dispute Resolution

13.1 Any disputes arising under this MOU will be addressed in good faith through discussion between the parties.

13.2 If unresolved, the matter may be escalated to senior representatives of each party.

14. General

14.1 This MOU is not intended to create a legally binding contract but reflects the mutual understanding and expectations of the parties.

14.2 Any variations to this MOU must be agreed in writing by both parties.

SIGNATURES

Signed for and on behalf of the **Shire of Kent**:

Signed

Name

Position: CHIEF EXECUTIVE OFFICER

Date

Signed for and on behalf of the **Pingrup Community Resource Centre Inc**:

Signed

Name

Position:

Date