

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between:

**The Shire of Perenjori (the Shire)**

**The Perenjori Golf Club**

**The Perenjori Bowling Club (collectively – the Clubs)**

**Mr Les Hepworth (the Green Keeper)**

### Whereas:

1. Maintenance of the bowling green and golf course will be the responsibility of the clubs.
2. The clubs have selected Mr Les Hepworth as a contractor to perform this maintenance work for the clubs.
3. Mr Hepworth has agreed to perform the work for a flat fortnightly fee regardless of the hours worked in any month, recognising that there is more work leading up to and during bowling season.

### The Shire will:

4. Provide funds up to \$26,500 per annum towards the cost of this maintenance effort including:
  - Pay on invoice to the greenkeeper an amount of \$960.00 Plus GST per fortnight
  - Pay such other costs as may be required to providing training for the greenkeeper up to a maximum of \$1,540 Plus GST.
5. Continue to provide support for those tasks not directly associated with the employment of a greenkeeper. This would include, for example, maintenance of the equipment, and supply necessary materials.
6. Give the other parties 3 months notice in writing if they intend to terminate the MOU.
7. Not terminate the agreement without good cause, and will participate in independent mediation prior to termination.

### The Clubs will:

8. Appoint a Club official as supervisor to provide supervision and direction to the greenkeeper;

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9. Ensure that suggestions, ideas and concerns are raised with the supervisor who will then take up such matters as he considers appropriate with the greenkeeper
10. Provide information on the progress of this MOU, and in particular confirmation as required that the greenkeeper may properly be paid.
11. Arrange whatever training and instruction it considers necessary within the limits of the budget.
12. Arrange working bees, club days and events in consultation with the greenkeeper, and in particular ensure that the greenkeeper has sufficient notice to adequately prepare the facilities.
13. Recognise that the bowling green and golf course will still require additional work by volunteers.
14. Give the other parties 3 months notice in writing if they intend to terminate the MOU.
15. Not terminate the agreement without good cause, and will participate in independent mediation prior to termination.

### **The Green Keeper will:**

16. Work such hours as may be required to ensure that the bowling green, golf course and surrounds are adequately maintained to ensure that they are fit for play when needed.
17. Report to and take instruction from the supervisor;
18. Participate in fully in such training as may be arranged from time to time by the club;
19. Maintain adequate insurance as a contractor to cover such risks as accident or injury.
20. Invoice the Shire of Perenjori once per fortnight for the sum of \$960 Plus GST, with the first invoice due 13 September 2006.
21. Give the other parties 1 month notice in writing if he intends to terminate the MOU.
22. Not terminate the agreement without good cause, and will participate in independent mediation prior to termination.

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**The Parties will:**

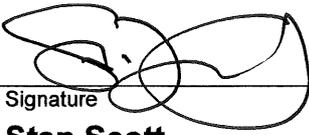
23. Work together in good faith to ensure that these arrangements work effectively.

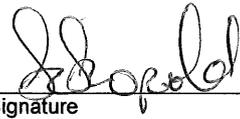
**EXECUTED by the Parties**

I / We accept the terms and conditions set out in the Memorandum of Understanding.

Signed by an authorised representative of the **Shire of Perenjori**

**Witness**

  
\_\_\_\_\_  
Signature  
**Stan Scott**  
\_\_\_\_\_  
Printed Name  
**Chief Executive Officer**  
\_\_\_\_\_  
Position  
05 10 9 1 2006  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Leah Leopold  
\_\_\_\_\_  
Printed Name  
Finance Officer  
\_\_\_\_\_  
Position  
05 10 9 1 2006  
\_\_\_\_\_  
Date

Signed by an authorised representative of the **Perenjori Bowling Club**

**Witness**

  
\_\_\_\_\_  
Signature  
ERIC R. H. SUTHERLAND  
\_\_\_\_\_  
Printed Name  
PRESIDENT.  
\_\_\_\_\_  
Position  
30 1 8 1 2006  
\_\_\_\_\_  
Date

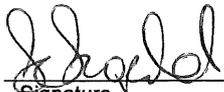
  
\_\_\_\_\_  
Signature  
MATTHEW SMITH  
\_\_\_\_\_  
Printed Name  
LANDMARK AGRONOMIST  
\_\_\_\_\_  
Position  
30 1 8 1 2006  
\_\_\_\_\_  
Date

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Signed by an authorised representative of the Perenjori Golf Club

Witness

  
Signature  
Ken Markham  
Printed Name  
President  
Position  
05/09/2006  
Date

  
Signature  
Leah Leopold  
Printed Name  
Finance Officer  
Position  
05/09/2006  
Date

Signed by an authorised representative of the Green Keeper

Witness

  
Signature  
Les Hepworth  
Printed Name  
Greenkeeper  
Position  
5/9/2006  
Date

  
Signature  
ERID SUTIKURNAND  
Printed Name  
Farmer  
Position  
5/9/2006  
Date