

Terms of Reference Group

Geraldton Greenough Historical Society

Rita and Barry Stinson

Community Group of Greenough

Alex McKinnon and Amanda Rowland

Heritage Today

Cathy Day

City of Greater Geraldton

Susan Smith

AGREEMENT

To establish the Greenough Pioneer Museum Board of Management

Between

Geraldton - Greenough Historical Society Inc (“**GGHS**”)

And

The Community Group of Greenough Inc (“**CGOG**”)

1.0 Background

- 1.1 The Greenough Pioneer Museum was established in 1966 by the Geraldton Historical Society. The Collection of the museum is vested in the GGHS.
- 1.2 The establishment of an autonomous Board of Management for the Museum is to focus on the care of the collection and the operation of the museum within the existing building and in accordance with the Collection Management Policy (CMP) 2005.
- 1.3 The Curatorial Committee/Board will be responsible for reviewing the CMP and if necessary, consult with external advisors.

2.0 Interpretation

In this Agreement:

- 2.1 Agreement shall mean this Agreement
- 2.2 The Museum means the Greenough Pioneer Museum;
- 2.3 GGHS means the Geraldton - Greenough Historical Society Inc;
- 2.4 CGOG means the Community Group of Greenough Inc;
- 2.5 the Board means the Greenough Pioneer Museum Board of Management;
- 2.6 the Collection means the objects housed at the Greenough Pioneer Museum and managed under the Collection Management Policy
- 2.7 CMP means the final approved Collection Management Policy to be reviewed by the Board.
- 2.8 Curator shall mean the Curatorial Committee
- 2.9 City shall mean the City of Greater Geraldton or any future relevant Local Government Authority in which the Museum is located
- 2.10 Member shall be a person appointed to the Board by the GGHS or the CGOG under the terms and conditions of this Agreement
- 2.11 Standards shall mean the standard to which the Museum is expected to operate and be maintained in accordance with National Standards for

Australian Museums & Galleries, management practices and set by the Board from time to time.

- 2.12 The Maley Bequest Interest Account shall mean the bank account to which interest earned from the Maley Bequest Principle held in a secure deposit account is deposited.

3.0 Establishment

The Greenough Pioneer Museum Management Board shall be established on the date of execution of this Agreement.

4.0 Term

4.1 This Agreement shall come into effect on the date hereof and, unless terminated earlier shall continue in force for an initial period of 2 years from the date hereof (the "Term") unless terminated under the terms and conditions of this Agreement.

4.2 The parties shall meet in good faith to review this Agreement no less than 60 days prior to the expiry of the first term with a view to making any necessary amendments and to sign an extension or revised Agreement for a further period of 5 years.

5.0 Aim and Objectives

5.1 Depict and display the history of former owners and occupiers of the homestead and pioneers of Greater Geraldton and Greenough as appropriate with respect for other Museums in the region.

5.2 Collect, conserve, research, exhibit and interpret objects relevant to its CMP.

5.3 To inform and educate the public of our economic, social, cultural and environmental history and heritage through research, publications, talks and displays.

5.4 Encourage schools and local communities to carry out educational/social activities at the museum, providing these events are not detrimental to the integrity of the museum and its collection.

5.5 Open the Museum to visitors a minimum of 5 days per week, 48 weeks per year, including public holidays.

6.0 Board Composition

The Greenough Pioneer Museum Board shall operate as an autonomous body comprising of:

6.1 Three Members nominated by the GGHS who are financial Members of the GGHS.

6.2 Three Members nominated by the CGOG who are financial Members of the CGOG.

6.3 Each Member of each of the above shall be appointed for two years or in the event of a Member's resignation, a replacement representative can be appointed for the balance of the period.

6.4 Appointment shall give effect that each side is equally represented at all times.

6.5 One non-executive non-voting City of Greater Geraldton officer to be appointed by the City of Greater Geraldton..

6.6 An independent chairperson selected in accordance with Clause 7.

7.0 Election of Independent Chairperson

7.1 Each group, GGHS and CGOG shall nominate up to two people from which the Independent Chairperson shall be selected for approval by simple majority.

- 7.2 The nominee shall not be a financial member, nor have been a financial member in the past five years of either the GGHS or the CGOG nor been an employee of the City of Greater Geraldton Culture, Arts and Heritage Department, nor been a sitting City of Greater Geraldton councillor in the previous five years.
- 7.3 In the event approval cannot be achieved, a nominee selected by GGHS and CGOG shall be submitted to the Council of the City of Greater Geraldton, interviewed and a final selection made by the CEO of the City of Greater Geraldton based on recommendation from the City of Greater Geraldton's ex officio member of the Board.
- 7.4 The Term of Appointment of the Independent Chairperson shall be for two years.
- 7.5 In the event of a resignation of the chairperson, the ex-officio representative of the City of Greater Geraldton shall act as temporary Chairperson and this process under Clause 7 shall be repeated under the guidance of the Manager, Arts, Culture and Heritage of the City of Greater Geraldton and;
 - 7.5.1 In the event of short-term incapacitation of the chairperson, the ex-officio representative of the City of Greater Geraldton shall act as temporary Chairperson.

8.0 Role of Independent Chairperson

- 8.1 Figurehead of the Board
- 8.2 Chair the Board meetings
- 8.3 Stewardship of the Board's standard of governance
- 8.4 The independent Chairperson shall hold the casting vote in the event of a deadlock between the parties and if unwilling to cast a vote must submit to the Dispute Resolution Process

9.0 Management of The Museum

- 9.1 The control and management of the Museum is to be exercised by the Board.
- 9.2 The GGHS shall apply for and hold the lease of the Museum building under contract from the City of Greater Geraldton..
- 9.3 The Agreement should be included in the special requirements set for the leasing of the Building as part of Schedule A which defines that the lease for the building is for the operation of a museum based on sound practices of attaining benchmarks of National Standards for Australian Museums and Galleries.

10.0 Board Meetings

- 10.1 The Board should normally have 11 meetings a year at a central location. At least four of these meetings should be at the Museum. The caretaker will be responsible for preparing the room.
- 10.2 A quorum should be at least three Members, including at least one from each of the GGHS and the CGOG.
- 10.3 Common pairing rules shall apply in relation to voting.
- 10.4 Ex officio people may be invited to make presentations to the Board.

11.0 Duties and Powers of the Board

The Board is responsible for:

- 11.1 the supervision and development of all activities of the Museum, including the compliance to Standards of care set for the Collection by the Board;
- 11.2 to ensure those standards are as close as possible to National Standards for Australian Museums & Galleries.

- 11.3 determination, under advice from the Curator of all matters related to acquisition, accession, de-accession, interpretation, conservation and restoration of the Collection;
- 11.4 initiatives, development and maintenance of policies regarding the sound functioning of the Museum that will encourage the development and sustenance of museum activity;
- 11.5 development and maintenance of an operating budget under Clause 12 of this Agreement;
- 11.6 to attract visitors to the Museum by developing and implementing publicity and marketing strategies..
- 11.7 to maintain public liability, workers compensation insurance, caretakers and volunteers insurance to a suitable level;
- 11.8 to liaise with the City of Greater Geraldton regarding the maintenance of the building, including the Caretakers quarters, outbuildings and publicly accessed areas of the grounds.
- 11.9 ensuring that all equipment and machinery required to run the Museum, caretakers cottage and grounds are serviced, repaired and upgraded as required;
- 11.10 to seek, utilise and acquit grants under the auspices of either the GGHS or CGOG from appropriate funding bodies;
- 11.11 grant funding not to be used to pay staff or Board members for work carried out on projects. It is encouraged to use local products and services for the project wherever possible using an open and competitive process;
- 11.12 the appointment of Museum personnel, volunteers and consultants – including but not limited to caretaker(s), curator(s), cleaners and casual staff;
- 11.13 keep a proper record of minutes of Board meetings
- 11.14 communicate with the City of Greater Geraldton, GGHS and CGOG through monthly minutes and a financial report, including audited accounts;
- 11.15 to appoint its representative of the Museum on the City of Greater Geraldton's Heritage Advisory Committee
- 11.16 where applicable seek appropriate training for staff and volunteers including but not limited to the Curator and Caretaker
- 11.17 the implementation of induction processes for any new staff and volunteers which will include, where and by requirement of law, Federal Police clearance and Working With Children Clearance. The board will pay costs.
- 11.18 to ensure adequate pest control of the Museum and objects both in storage and on display;
- 11.19 to appoint a representative to represent the Museum at meetings held by the Mid West Chapter of Museums Australia (WA) and other historical organisations.
- 11.20 to recruit Volunteers for the Museum. For the sake of clarity the responsibility for the provision of Volunteers shall fall equally between the GGHS and the CGOG.

12.0 Financial Management

The management of finances including accounting and auditing of the books of the Museum shall be the responsibility of the GGHS subject to the following conditions:

- 12.1 the Museum will charge admission fees;
- 12.2 fees collected are to be expended in accordance with the approved budget.
- 12.3 the GGHS shall provide an updated copy of the monthly accounts of the Museum and the Maley Bequest Interest account to each Board Member prior to the monthly meeting of the Board;

- 12.4 The treasurer of the GGHS shall provide a set of monthly accounts of the Museum and its Budget to the treasurer of CGOG each month and the treasurer of the CGOG shall agree on the accuracy of the accounts or work collaboratively with the treasurer of the GGHS to fix any errors and the Board will sign off as agreed each set of monthly accounts;
- 12.5 a record of any funds used from the Maley Bequest Interest Account shall be included in the monthly reporting;
- 12.6 monies may only be distributed in accordance with the Budget, any variation greater than \$500 shall require Board approval prior to distribution;
- 12.7 subject to approval of the Board from time to time, both GGHS and CGOG can apply for donations and/or funding from various Grant opportunities on behalf of the Museum.
- 12.8 In the event there is a shortfall of proceeds from the Museum fees and donations, the Maley Bequest Interest in order to meet the operating Budget, then any additional funds shall be provided equally by the GGHS and the CGOG.
- 12.9 Each side shall bear its own legal costs associated with this Agreement.

13.0 Budget

- 13.1 The budget shall be drawn up and set forward for approval by the Board with advice from the treasurer of each group, the Curator and Caretaker before June 15 each year with the following conditions:
- 13.2 The Caretaker will meet its obligation to provide monies to be collected by GGHS or CGOG for banking and accounting on a fortnightly basis without fail; failure by the Caretaker to meet the obligations in Clause 13.1 shall constitute a breach of the Caretaker Employment Agreement and must be rectified within 14 days
- 13.3 financial obligations of the GGHS and CGOG under the approved budget shall be met in timely fashion with respect to commitments to external parties and shall not be unreasonably withheld by the GGHS or CGOG in respect of the due date of payment for each item and for every non-budget item presented to the board for approval as an addition or amendment to the approved budget from time to time;
- 13.4 all payments to the employed staff shall be made by the GGHS on an agreed system of payment on an agreed day every fortnight from the Maley Bequest Interest Account in accordance with the Budget;
- 13.5 failure by the GGHS and the CGOG to meet financial obligations to the Museum in accordance with the Budget or any requirement to provide funding in the event of a shortfall as stated in Clause 12.8 shall constitute a Breach under Clause 19 and Breach provisions shall take effect.

14.0 Delegation of Powers

- 14.1 The Board may delegate powers and duties to CGOG, GGHS and employed staff.
- 14.2 The Board may delegate to a sub-committee from the board for projects over \$10,000. The sub-committee will report monthly on the progress of projects and from time to time seek progress payments from GGHS or CGOG, such payments shall not be unduly withheld.

15.0 Appointment of Caretaker(s)

- 15.1 Following completion of the existing Caretaker(s) Agreement (commencing 08/4/06 and terminating on 08/04/2016) and annexed to this Agreement as Annexure 1, the Caretaker(s) role shall be declared open.
- 15.2 A subsequent Caretaker(s) shall be appointed by the Board on the following terms and conditions:
 - 15.2.1 The Caretaker(s) position shall be advertised at least 45 days prior to the expiry of each Caretaker(s) term with expressions of interest to be sought for 30 days;
 - 15.2.2 The existing Caretaker(s) may apply;
 - 15.2.3 Caretaker(s) are ineligible to be a member of GPM Board
 - 15.2.4 Due to a potential conflict of interest, if a member or employee of GGHS or CGOG applies and they are appointed they and their immediate families may not attend any meetings by either GGHS or CGOG which relates to the appointment and management of Caretaker(s), or financial management of Greenough Pioneer Museum.
 - 15.2.5 The board shall consider the applications, form a shortlist and vote on the appointment;
 - 15.2.6 The term of appointment after a six month probation period shall be negotiated between the Board and the successful applicant;
 - 15.2.7 The Caretaker(s) must sign an employment agreement prepared and approved by the Board acknowledging the role and responsibility of the role as outlined in Clause 17 of this Agreement and including the Caretakers Duty Statement (Annexure 2 to this Agreement);
 - 15.2.8 The Caretaker(s) shall, should he, she or they choose to reside in the Museum Building, sign a Tenancy agreement prepared and approved by the Board and in accordance with the Residential Tenancy Act (WA).

16.0 Caretaker Role and Responsibility

The Role and Responsibilities of the Caretaker are as follows:

- 16.1 to be responsible for opening the museum for the advertised opening times five days per week;
- 16.2 to collect admission fees, keep records of visitor numbers, provide visitors with information, handle sales and promote the City of Greater Geraldton;
- 16.3 to hand over monies collected over and above the float to the GGHS for banking and accounting records as determined by the Board;
- 16.4 to be responsible for cleaning duties in the museum according to the caretakers duty statement;
- 16.5 to be responsible for the care of the gardens as per duty statement;
- 16.6 to be responsible within reason, for the safety of the museum, objects and equipment as per duty statement;
- 16.7 be responsible for purchases in accordance with the approved Budget under the direction of the Board.

17.0 Appointment of Curatorial Committee

- 17.1 A Curatorial Committee shall be established on the following basis:
- 17.2 One member nominated by the GGHS who is a financial member of the GGHS;
- 17.3 One member nominated by the CGOG who is a financial member of the CGOG;

- 17.4 An ex-officio person appointed by the Board who is suitably qualified or in a role with any organisation relevant to Museum and/or heritage collections;
- 17.5 the Curatorial committee will undertake the role and responsibility set out in Clause 17.

18.0 Curatorial Committee Role and Responsibility

The Role and Responsibilities of the Curatorial Committee are as follows:

- 18.1 to encourage the widest possible participation in the Museum by members of the community;
- 18.2 to meet appropriate National Standards for Australian Museums & Galleries standards;
- 18.3 to develop appropriate themes for the Museum and Collection for recommendation to the Board for approval;
- 18.4 to ensure appropriate access to the collection for both the general public and researchers;
- 18.5 to help the Board write grant applications;
- 18.6 to make recommendations to the Board for the allocation and dispersal of funds made available for its purpose;
- 18.7 to manage the volunteers according to the duty statement prepared and reviewed by the Board;
- 18.8 to report monthly to the Board;
- 18.9 to make recommendations to the Board regarding the management of the Collection;
- 18.10 to assist in providing National Standards for Australian Museums & Galleries training to volunteers;
- 18.11 and to maintain an accurate record of the collection to National Standards for Australian Museums & Galleries.

19.0 Breach

A Breach shall occur when:

- 19.1 Written notice of a Breach is presented to the board by either the GGHS or CGOG;
- 19.2 A period of 14 days be given to the relevant party to rectify the breach;
- 19.3 The breach is acknowledged by the breaching party and undertakes to rectify the breach within 14 days; and
 - 19.3.1 the breaching party fails to rectify the breach within the 14 day period then the matter shall move immediately to dispute resolution by the Board under Clause 20 of this Agreement.

20.0 Dispute Resolution Process

In the event of any of the following:

- 20.1 Failure to reach an agreement on a material matter at a Board meeting due to a deadlocked vote;
- 20.2 Breach of this Agreement by either side;
- 20.3 Invocation of Clause 19 via receipt of a Notice of Breach;
- 20.4 Liquidation or Winding Up of either party to this agreement; or process as follows:
 - 20.4.1 The Independent Chairperson will seek assistance from the City of Greater Geraldton to appoint a mediator;
 - 20.4.2 Each party will nominate two individual representatives;
 - 20.4.3 The representatives will attend a meeting with the mediator to settle the dispute amicably and in the event no amicable resolution can be reached shall be referred to an independent arbitrator;

20.4.4 The costs of the Independent Chairperson and mediator will be borne equally by the parties involved;

20.4.5 Each side shall bear its own legal costs.

20.4.6 The details of all discussions and correspondence between the parties during Dispute Resolution shall remain confidential and each party shall ensure that its officials, associates and advisors maintain the confidentiality.

21.0 Indemnity

21.1 GGHS and CGOG respectively shall indemnify and hold harmless each of its employees and agents against all actions, proceedings, claims and demands in connection with this Agreement.

21.2 notwithstanding anything to the contrary in this Agreement, neither Party nor its Affiliates shall be liable whether in contract, tort (including without limitation negligence), statute or otherwise for any of the following, even if informed of the possibility of such losses (i) loss of profit, business, revenue, goodwill, business opportunity or anticipated savings; (ii) loss or corruption of data; or (iii) special, indirect or consequential loss or damage.

22.0 Force Majeure

22.1 If either party is affected by Force Majeure it shall forthwith notify the other Party of the nature and extent thereof.

22.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly.

22.3 Any Party whose obligations have been suspended in accordance with the provisions of this clause shall resume the performance of those obligations as soon as reasonably possible after the removal of the Force Majeure and shall notify the other Party.

22.4 If the Force Majeure in question prevails for a continuous period in excess of six months the Parties shall, if they so agree, enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable, if one Party so wishes, it may terminate this Agreement on the giving of thirty (30) days prior notice.

23.0 Public Announcement

23.1 The Parties will issue a joint announcement to all Members of GGHS, CGOG and the media as soon as practicable following the Commencement date of this agreement relating to the forward management of the Museum and the establishment of the Board of Management.

23.2 Following the written notice, each Party may disclose, without the other Party's prior approval, the existence of this Agreement, the identity of the other Party and those terms of the Agreement which in each case have already been publicly disclosed.

23.3 The only person who can speak publicly on behalf of the Board is the Chairperson or a nominated spokesperson agreed by the Board.

24.0 General

- 24.1 **Nature of Agreement.** This Agreement is personal to the Parties, each of which may not without the prior written consent of the other Party, assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations and subcontractors as it shall deem appropriate. All obligations imposed upon Licensee will be similarly imposed by it upon any such sub-agent or subcontractor.
- 24.2 **Relationship of the parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.
- 24.3 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.
- 24.4 **No representations.** Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 24.5 **Amendments.** No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties hereto.
- 24.6 **Governing law and Jurisdiction.** The parties consent to the non-exclusive jurisdiction of the Courts of Western Australia in relation to all disputes arising from this Agreement.
- 24.7 **Notices.** Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or sent by prepaid registered post addressed to the Party to whom such notice is to be given at the address set out for such Party herein.
- 24.8 **Severability.** Each of the provisions of this Agreement is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction or other competent authority to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.
- 24.9 **Costs.** Each Party hereto shall bear any costs, fees or expenses incurred by it in connection with negotiating, preparing and entering into this Agreement.
- 24.10 **Counterparts.** This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument. Facsimile signatures shall be valid and binding to the same extent as the original signatures.

Executed and effected as binding by signature on the date below by

As representative of Geraldton-Greenough Historical Society Inc

Position: _____

Date: _____

Witness: _____

Name and address of Witness:

And

As representative of Community Group of Greenough Inc

Position _____

Date: _____

Witness: _____

Name and address of Witness:

As representative of the City of Greater Geraldton (as owner of the buildings)

Date:

Witness:

Name and address of Witness:

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ANNEX

1. Budget for the Period March 2012 to February 2013
2. Caretaker Duty Statement
3. Tenancy Agreement Template
4. References
5. Collections Management Policy

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ANNEX 1

The budget for the Greenough Pioneer Museum for the period March 2012 to February 2013 will be developed by the Greenough Pioneer Museum Board of Management.

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ANNEX 2

Caretakers Duty Statement Greenough Pioneer Museum

Follow are instructions for daily operations:-

Daily- before opening;

- Sweep front verandah and entrance path.
- Make sure garden tables and chairs have clean surfaces
- Sweep brick paths in back courtyard.
- Any litter found on the grounds is to be removed
- Check that toilets are clean and stocked with toilet paper, soap and clean towels.
- Office to be made clean and orderly.
- Cash register to be switched on (turn key to Reg)
- Unlock rooms (keys are in the Office in the corner cupboard).
- Turn on computer in Reading Room (instructions are in the corner cupboard in the Information folder).
- Inspect building and displays - if anything is broken, missing or needs attention, make a note in the diary.
- Put out open signs.
- Flag raising is optional.

Every second day

- Vacuum carpet in Office and carpet runners in Granny Maley's Room, Dining Room, Reading Room and Kitchen.
- Rake up leaves from front courtyard.
- Sweep steps to cellar.

Occasional Duties

- Sweep floors in washhouse, hearse room and outside toilet
- Clean glass cabinets on the verandah.
- Clean glass display cabinets in Kitchen, Reading Room, Dining Room and Music Room.
- Dust displays.
- Remove cobwebs from verandahs.
- Rake floor of the Graham Cramer Machinery Shed.

Between 10am and 4pm

- Collect admissions.
- Provide visitors with a guide to the layout and a brief history of the place (Oral and brochure).
- Translations in French Dutch, German, Italian, Russian and Japanese are available in the Blue File in the corner cupboard.
- If unable to answer any visitor requests for information on Greenough History or objects displayed in the Pioneer Museum, write details with name, address and email/phone in diary so they can be contacted at a later date
- People with large bags or backpacks are to be asked to leave such either in their vehicles or in the office

ANNEX 3 TENANCY AGREEMENT

As attached.

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ANNEX 4 REFERENCES

This paper has been compiled using sources of

The Western Australian Museums Act 1969

http://www.austlii.edu.au/au/legis/wa/consol_act/ma1969107/s37.html accessed 10/8/11

The University of Melbourne's central Committees List

<http://www.unimelb.edu.au/unisec/comlist.html> accessed 11/08/2011

The Local Government Act 1995

http://www.austlii.edu.au/au/legis/wa/consol_act/lga1995182/

National Standards for Australian Museums and Galleries

http://www.collectionsaustralia.net/sector_info_item/107 accessed November 2008

General Board Development

<http://www.boarddevelopment.org/en/1/default.aspx> accessed 11 August 2011

Museum Development Services Western Australian Museum

<http://www.museum.wa.gov.au/sites/default/files/StructuresforMuseumManagement.doc>

Accessed 11 August 2011

and consultation with

- Jane King Museums Australia (WA)
- Sally-Ann Hasluck (founding curator Town of Claremont Museum)
- Dr Brian Shepherd Director of former Museum of Childhood and Museum Studies Course ECU
- Paul Bridges Curator of Swan- Guildford and Mundaring Museums

ANNEX 5 COLLECTION MANAGEMENT POLICY

As attached.

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