



AGENDA

FOR POLICY AND PLANNING COMMITTEE MEETING TO BE HELD ON

21 OCTOBER 2019 AT 6:30 PM

IN THE COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY

MEMBERS

Cr C Buchanan (Chairman)
Mayor G Aldridge
Cr M Blackmore
Cr L Braun
Cr B Brug
Cr A Duncan (Deputy Chairman)
Cr K Grenfell
Cr N Henningsen
Cr D Hood
Cr P Jensen
Cr S Ouk
Cr D Proleta
Cr S Reardon
Cr G Reynolds
Cr J Woodman

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
General Manager Business Excellence, Mr C Mansueto
General Manager City Development, Mr T Sutcliffe
General Manager Community Development, Ms P Webb
General Manager City Infrastructure, Mr J Devine
Manager Governance, Mr M Petrovski
Governance Support Officer, Ms K Boyd

APOLOGIES

An apology has been received from Cr D Hood.

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Policy and Planning Committee Meeting held on 16 September 2019.

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Administration

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Community Development

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OTHER BUSINESS

CLOSE



**MINUTES OF POLICY AND PLANNING COMMITTEE MEETING HELD IN THE
COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY ON**

16 SEPTEMBER 2019

MEMBERS PRESENT

Cr C Buchanan (Chairman)
Mayor G Aldridge
Cr M Blackmore
Cr L Braun (*from 6.51pm*)
Cr B Brug (*from 6.40pm*)
Cr A Duncan (Deputy Chairman)
Cr K Grenfell
Cr D Hood
Cr P Jensen
Cr S Ouk
Cr D Proleta
Cr S Reardon
Cr J Woodman

STAFF

A/Chief Executive Officer, Mr C Mansueto
General Manager City Development, Mr T Sutcliffe
General Manager Community Development, Ms P Webb
General Manager City Infrastructure, Mr J Devine
Senior Policy Planner, Mr P Jansen
Manager Governance, Mr M Petrovski
Governance Support Officer, Ms K Boyd

The meeting commenced at 6.36 pm.

The Chairman welcomed the members, staff and the gallery to the meeting.

APOLOGIES

Apologies have been received from Cr N Henningsen and Cr G Reynolds.

LEAVE OF ABSENCE

Nil

PRESENTATION OF MINUTES

Moved Cr K Grenfell
Seconded Cr M Blackmore

The Minutes of the Policy and Planning Committee Meeting held on 19 August 2019, be taken and read as confirmed.

CARRIED

REPORTS

Administration

1.0.1 Future Reports for the Policy and Planning Committee

Moved Cr J Woodman
Seconded Cr D Proleta

1. The information be received.

CARRIED

1.0.2 Minutes of the Tourism and Visitor Sub Committee meeting held on Tuesday 10 September 2019

Recommendation

The information contained in the Tourism and Visitor Sub Committee of the meeting held on 10 September 2019 be received and noted with respect to the following recommendations contained therein to be adopted by Council:

1.0.2-TVSC1 Future Reports for the Tourism and Visitor Sub Committee

Moved Cr M Blackmore
Seconded Mayor G Aldridge

1. The information be received.

CARRIED

1.0.2-TVSC2 Augmented Reality Gaming Update

Moved Cr M Blackmore
 Seconded Mayor G Aldridge

1. That the information be received.
2. When planning major events, consider if appropriate to create an in-game event to increase attendance.

CARRIED**1.0.2-TVSC3 Discover Salisbury Events Calendar**

Moved Cr M Blackmore
 Seconded Mayor G Aldridge

1. That the information be received.

CARRIED**TVSC-OB1 Pokemon Stops**

Moved Cr M Blackmore
 Seconded Mayor G Aldridge

1. That a report be brought back to the Committee on the feasibility of Council coordinating a call for submissions from community groups to nominate Pokemon stops.

CARRIED*Community Development***1.1.1 Salisbury Oval Public Consultation Process and Revised Masterplan**

Cr B Brug entered the meeting at 6.40pm.
Cr L Braun entered the meeting at 6.51pm.

Moved Cr C Buchanan
 Seconded Cr A Duncan

1. That the information be received.
2. That the amended "Salisbury Oval Master Plan" is endorsed and promoted for public information.
3. That the updated recreation facilities, landscaping and proposed toilet location are endorsed for public consultation.
4. That the draft Stakeholder and Community Engagement Plan forming attachment 5 to Policy and Planning Agenda 16/9/19 Item 1.1.1 is endorsed for implementation, subject to the following changes to be resolved by Council, noting that further minor process and editorial changes may be made in the finalisation of the Community Engagement Plan that do not change the intent or substance of the Plan or associated documents:

- Playground to be fenced along Brown Terrace
 - Swapping the location of the fitness loop with the multi-use courts
 - Provision made for consultation for members of the community who do not have access to a computer.
 - In cases of vacant land, Council contact the owner or ratepayer.
5. Council notes that the current modified concept cost estimate aligns with the existing available budget of \$2.7M, inclusive of \$250k associated with Ames Road major flood mitigation works.
 6. Staff proceed with Stakeholder Engagement.
 7. A further report to be brought back detailing the findings from the public consultation, including any plan modification and associated budget adjustments required to align with community feedback.

CARRIED

Urban Development

1.3.1 Heritage

Cr D Proleta left the meeting at 07:09 pm.

Cr D Proleta returned to the meeting at 07:14 pm.

Moved Cr J Woodman

Seconded Cr D Proleta

1. Subject to budget approval by Council, the General Manager City Development be authorised to engage a heritage expert to undertake a Local Heritage first stage study, a Thematic Heritage Framework, for the City of Salisbury area, and report back to Council on the findings.
2. A discretionary budget bid be prepared to undertake this work for Council consideration as part of the second quarter Budget Review.
3. That the heritage implications of the draft Planning and Design Code be considered further by Council when it is released for public consultation later this year
4. That liaison and negotiations occur with Heritage SA and the Department for Environment and Water to install interpretive signage and develop web-based information on Salisbury's maritime heritage.

CARRIED

1.3.2 Annual Report of the Council Assessment Panel for 2018/19

Moved Mayor G Aldridge
Seconded Cr B Brug

1. That the Annual Report of the Council Assessment Panel for 2018/19 be noted.

CARRIED

OTHER BUSINESS

Nil

The meeting closed at 7.19 pm.

CHAIRMAN.....

DATE.....

ITEM	1.0.1
	POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
HEADING	Future Reports for the Policy and Planning Committee
AUTHOR	Michelle Woods, Projects Officer Governance, CEO and Governance
CITY PLAN LINKS	4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	This item details reports to be presented to the Policy and Planning Committee as a result of a previous Council resolution. If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

RECOMMENDATION

1. The information be received.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 Historically, a list of resolutions requiring a future report to Council has been presented to each committee for noting.

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 Report authors and General Managers.
- 2.2 External
 - 2.2.1 Nil.

3. REPORT

3.1 The table below outlines the reports to be presented to the Policy and Planning Committee as a result of a Council resolution.

Meeting Item	Heading and Resolution	Officer
19/12/2016 P&P-OB1	RAAF AP-3C Tailfin for Purposes of Display That staff prepare a report working with Salisbury RSL to obtain an AP-3C Tailfin from RAAF for purposes of display within the Salisbury Council area, potentially as part of the Salisbury Oval Precinct upgrade. Due: June 2020	Adam Trottman
28/05/2018 1.2.1	Cities Power Partnership Program 1. That Council re-consider becoming a partner of the Cities Power Partnership program once the City of Salisbury's Energy Management Plan has been finalised and endorsed during 2018/19. Due: October 2019 Deferred to: July 2020 Reason: Deferred until Energy Plan has been prepared as part of Sustainability Strategy.	Andrew Le Grand
23/07/2018 MON1	Basketball Court - Cascade Estate, Mawson Lakes 1. That a report be brought forward, which investigates the appropriateness and feasibility of establishing a 'half court or full court' basketball court in the Cascade Estate at Mawson Lakes, and other suitable locations within the City of Salisbury. Due: December 2019	Adam Trottman / Craig Johansen
23/04/2019 2.5.3 SPDSC2	Salisbury Oval Recreation and Open Space Needs – 5. That staff bring back detailed design of recreation facilities and landscaping for Brown Terrace, including play equipment, nature play space and adult exercise equipment. Detailed design to go out for public consultation and subject to public consultation with local residents, ratepayers and community groups, then be incorporated into the Salisbury Oval Master Plan. Due: December 2019	Craig Johansen
24/06/2019 1.3.3	Salisbury Car Parking Scenarios Study 10. That a further report be provided with an update on the status of action in six months. Due: December 2019	Peter Jansen

24/06/2019 7.4	Regional Indoor Sporting Facility 2. That a progress report be brought back to Council with the findings of the investigation by December 2019. Due: December 2019 Deferred to: March 2020 Reason: An audit of our buildings has just commenced to provide up to date information on the condition and fitness for purpose of our buildings, which will then allow better costings of work to be done to ensure the key buildings are maintained to the level required to deliver services to the community.	Adam Trottman
24/06/2019 12.1	Motion without Notice: Upgrades to Current Sporting Facilities That staff provide a report for costings for upgrades to our current major sporting centres, excluding Ingle Farm Recreation Centre, to support our community over the coming 40+ years. Due: November 2019 Deferred to: March 2020 Reason: An audit of our buildings has just commenced to provide up to date information on the condition and fitness for purpose of our buildings, which will then allow better costings of work to be done to ensure the key buildings are maintained to the level required to deliver services to the community.	Adam Trottman
24/06/2019 12.3	Motion without Notice: Stobie Pole Painting Policy That a report be prepared by December 2019 providing advice on the establishment of a 'stobie pole painting' policy, as part of our street art program, including operational rules and guidelines, and potential for funding/grant options that provide residents with the opportunity to make proposals to decorate stobie poles, to support Salisbury's Liveable City agenda. Due: December 2019	Ann Marie-Arthur
22/07/2019 1.3.1	Salisbury Car Parking - Sexton Carpark 3. That subject to there being no substantive objections to the proposed change at the conclusion of the consultation period, the changes to parking controls be implemented by staff under delegation. <u>Should there be substantive objections to the proposal, staff provide a further report to Council once consultation on the matter has concluded.</u> Due: November 2019	David Boothway

26/08/2019	Salisbury Community Hub - Project and Construction Progress Report	Charles Mansueto
1.5.1	3. An assessment of the demand for increased Customer Services and other council services outside core business hours is conducted early 2020. 4. A report is brought back to Council on the assessment of this demand and any implications of increasing the service levels should the demand support an increase in service levels.	
Due:	April 2020	
23/09/2019	Salisbury Oval Public Consultation Process and Revised Masterplan	Jarred Collins
1.5.1	7. A further report to be brought back detailing the findings from the public consultation, including any plan modification and associated budget adjustments required to align with community feedback.	
Due:	December 2019	
23/09/2019	Heritage	Peter Jansen
1.5.1	1. Subject to budget approval by Council, the General Manager City Development be authorised to engage a heritage expert to undertake a Local Heritage first stage study, a Thematic Heritage Framework, for the City of Salisbury area, and report back to Council on the findings.	
Due:	October 2020	
23/09/2019	Heritage	Peter Jansen
1.5.1	3. That the heritage implications of the draft Planning and Design Code be considered further by Council when it is released for public consultation later this year.	
Due:	February 2020	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Policy and Planning Committee have been reviewed and are presented to Council for noting.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14.10.19

ITEM	1.1.1
	POLICY AND PLANNING COMMITTEE
HEADING	Minutes of the Youth Council Sub Committee meeting held on Tuesday 15 October 2019
AUTHOR	Bronwyn Hatswell, PA to General Manager, Community Development
CITY PLAN LINKS	4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	The minutes and recommendations of the Youth Council Sub Committee meeting held on Tuesday 15 October 2019 are presented for Policy and Planning Committee's consideration.

RECOMMENDATION

1. The information contained in the Youth Council Sub Committee Minutes of the meeting held on 15 October 2019 be received and noted and that the following recommendations contained therein be adopted by Council:

YC1 Future Reports for the Youth Council Sub Committee

1. The information be received.

YC2 South Australian Youth Parliament 2019 Participation

1. That the information be received and noted.

YC3 Youth Council Project Teams Update

1. That the information be received and noted.

YC4 Youth Programs and Events Update October 2019

1. That the information be received and noted.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Minutes Youth Council Sub Committee - 15 October 2019

CO-ORDINATION

Officer:	MG	MCHW
Date:	16.10.19	16.10.19



MINUTES OF YOUTH COUNCIL SUB COMMITTEE MEETING HELD IN THE JOHN HARVEY GALLERY, 12 JAMES STREET, SALISBURY ON

15 OCTOBER 2019

MEMBERS PRESENT

Rebecca Etienne (Chairman)
Megan Anderson
Mon-Maya Chamlagai (Deputy Chairman)
Reem Daou
Luke Hall
Tyler Rutka-Hudson
Joseph Medcalf
Nicollette Nedelcev
Hayley Williams
Stacey Williams (6.14 pm)
James Wood
Thomas Wood
Cr M Blackmore
Mimona Abdalla (Mentor)

OBSERVERS

Nil.

STAFF

Manager Community Health and Wellbeing, Ms V Haracic
PA to General Manager Community Development, Mrs B Hatswell
Community Planner Youth Participation, Ms J Brett

The meeting commenced at 5:43 pm

The Chairman welcomed the members, staff and the gallery to the meeting and read the Kaurna Acknowledgement.

APOLOGIES

Apologies have been received from Mayor G Aldridge, P Hyde, R Tawassoli, Cr S Ouk, Cr G Reynolds, A O'Sullivan, T Sawtell and D Walker.

LEAVE OF ABSENCE

Nil

PRESENTATION OF MINUTES

The meeting of the Sub Committee, scheduled for 13 August 2019 did not proceed due to lack of a quorum.

REPORTS

YC1 Future Reports for the Youth Council Sub Committee

Moved T Rutka-Hudson
Seconded R Daou

1. The information be received.

CARRIED

YC2 South Australian Youth Parliament 2019 Participation

Moved M Chamlagai
Seconded T Wood

1. That the information be received and noted.

CARRIED

YC3 Youth Council Project Teams Update

Moved L Hall
Seconded T Rutka-Hudson

1. That the information be received and noted.

CARRIED

YC4 Youth Programs and Events Update October 2019

Moved M Chamlagai
Seconded L Hall

1. That the information be received and noted.

CARRIED

OTHER BUSINESS

S Williams entered to the meeting at 6:14 pm.

Nil.

CLOSE

The meeting closed at 6:21 pm.

CHAIRMAN.....

DATE.....

ITEM	1.1.2
	POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
HEADING	Salisbury Secret Garden 2020
AUTHOR	Ann-Marie Arthur, Team Leader Place Curation & Cultural Development, Community Development
CITY PLAN LINKS	3.2 Have interesting places where people want to be. 3.3 Be a connected city where all people have opportunities to participate. 3.4 Be a proud, accessible and welcoming community.
SUMMARY	This report provides information regarding the 2019 Salisbury Secret Garden program and provides options for 2020.

RECOMMENDATION

1. It is recommended that:
 - a. Council notes the information contained in this report.
 - b. Council selects the preferred location of the 2020 Salisbury Fringe (including Salisbury Secret Garden) feature weekend, based on the information and objectives outlined in this report.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 In 2014, the City of Salisbury held the first Salisbury Secret Garden as a place activation initiative to contribute to the Salisbury City Centre Renewal Strategy. The festival was initially held over a ten day period with a focus around Salisbury Civic Square and venues within a walkable distance.
- 1.2 The first festival attracted an estimated 5,000 people across the ten days, resulting in a strengthening of Council-Community-Business relationships and was supported by a number of infrastructure improvements in the City Centre, such as the John Street History Walk and Street Art.
- 1.3 In 2016, the estimated number of attendees grew to over 10,000 at a total cost of around \$172,000 to Council including additional salaries required to deliver the ten day event.
- 1.4 In 2017 a record number of over 13,000 attended Salisbury Secret Garden at a total reduced cost of \$165,000, including additional salaries required to deliver the ten day event.

- 1.5 In 2018 the revised program that provided a two week program of events at shopping centres and community centres across the City and a single weekend of events in the Salisbury City Centre attracted over 11,000 attendees at a significantly reduced cost of \$104,000 (including sponsorship). The budget decrease was a result of scheduling a shorter event time and a more targeted entertainment program.
- 1.6 In 2019 the festival was moved to Pitman Park as a temporary location whilst the Salisbury Community Hub was being built. The location was successful and well attended by residents. The location provided a natural garden feel, was reminiscent of fringe venues in the Adelaide CBD and received positive feedback from patrons. The Pitman Park setting encouraged patrons in attendance to spend longer at the festival with many families using the grass to sit on and enjoy the atmosphere. Due to the new location, and the requirements for additional infrastructure such as fencing, toilets, green room and information vans the cost of the program was \$137,500.
- 1.7 Salisbury Secret Garden continues to grow in popularity and its importance was recognised in South Australia's previous Northern Economic Plan. Along with the popularity and success, interest from other Councils has grown with several councils investing significant resources in an attempt to replicate the Salisbury Secret Garden model.
- 1.8 The construction of the Salisbury Community Hub in the Salisbury City Centre gave the opportunity to host the event in Pitman Park in 2019, which was highly successful. In 2020 the Salisbury Community Hub will be completed and provide the opportunity to host the festival with its flexible functionality.

2. CITY PLAN CRITICAL ACTION

- 2.1 Progress the revitalisation of the Salisbury City Centre including resourcing place management and activation.
- 2.2 Promote a positive image of Salisbury to attract investment, visitors and tourists, and increase community pride.

3. CONSULTATION / COMMUNICATION

- 3.1 Internal
 - 3.1.1 Community Development
 - 3.1.2 Community Centres
- 3.2 External
 - 3.2.1 Adelaide Fringe
 - 3.2.2 Salisbury Business Association
 - 3.2.3 Slack Taxi (provider of street performers)
 - 3.2.4 Melt Frank (provider of musical acts)

4. REPORT

- 4.1 Salisbury Secret Garden was established as part of the Salisbury City Centre Renewal Strategy to activate the city centre and encourage visitation through delivery of a program of events linked with the Adelaide Fringe.
- 4.2 Salisbury Secret Garden was the first fringe hub outside of the Adelaide CBD and is still considered the Fringe Hub for the North.
- 4.3 An advisory group for Salisbury Secret Garden has been established which includes the Mayor, Cr Blackmore, Cr Ouk, and relevant staff.
- 4.4 Surveys conducted at previous Salisbury Secret Garden events showed that attendances were a mix of local residents and visitors to the area travelling as far away as South Australia's South East, Yorke Peninsula, Barossa, Riverland and Victoria's Mildura area. Surveys conducted at previous Salisbury Secret Garden events shows the mix of patrons has typically been around 60-70% City of Salisbury residents and 30-40% visitors from other metropolitan or regional areas.

2019 Salisbury Fringe Program Attendances

- 4.5 Attendances at the 2019 Salisbury Secret Garden highlighted the inclusive nature of the festival and support the City of Salisbury's aim to become an intercultural community in which we stimulate and support cross-cultural dialogue and activity.
- 4.6 The program was well attended on the Friday and Saturday evenings with very low numbers on Sunday due to extreme heat on the day. Temperatures on the Sunday were forecast to be mid-30's however reached 38 degrees at the time of the event which resulted in much lower numbers.
- 4.7 Attendances for the schools program in 2019 were lower than previous years and this will be addressed in the 2020 program.
- 4.8 Attendances across the 2019 Salisbury Secret Garden program were as follows:

Date	Number of patrons	Description
Friday 22 February	1,000 patrons	Opening night Pitman Park
Saturday 23 February	4,500 patrons	Sounds in the Garden Pitman Park
Sunday 24 February	750 patrons	Family Fun Day (lower than normal numbers due to very hot weather)
24 February – 28 February	950 patrons	Schools Program
Other dates	850 patrons	Ticketed shows and shopping centre performances at various venues throughout the City of Salisbury

2020 Program

- 4.9 Continuing to build on successful elements of the 2019 Salisbury Secret Garden, a similar program will be considered for the 2020 Festival. This will consist of:
- A feature ‘Garden’ weekend program in the Salisbury City Centre
 - A schools program in the Salisbury City Centre
 - Programmed entertainment and activities hosted and paid for by major shopping centres including Ingle Farm and Hollywood Plaza.
 - A range of ticketed fringe shows across a number of suburbs to be confirmed.
- 4.10 The 2020 Program will include updated branding, with a differentiation between the Salisbury Secret Garden (the ‘Garden’) program in the Salisbury City Centre and the Salisbury Fringe Venues (ticketed) shows. Feedback received in previous years will be used to shape the new branding, which will build on the current marketing elements with Salisbury Fringe Venues being more targeted to the end user.
- 4.11 The branding of the 2020 program will be modified to increase marketing potential. The overall program will be referred to as the Salisbury Fringe, with three key features branded within the program including:
- Salisbury Secret Garden
 - Salisbury Fringe Venues
 - Salisbury Schools Program

2020 Salisbury Secret Garden Dates

- 4.12 In 2020 Adelaide Fringe will run from the 14 February - 15 March.
- 4.13 Salisbury Secret Garden feature weekend will be held on the weekend of 21-23rd February. This avoids clashing with the main opening in the Adelaide CBD the weekend before and the Superloop500 super car race the week after.
- 4.14 Other activities run as part of the Salisbury Fringe Program including the schools program, ticketed shows at venues across the city, and shopping centre performances may take place from 14 February – 15 March.

2020 Proposed Location for Salisbury Secret Garden Feature Weekend

- 4.15 Having the main activities located in Pitman Park in 2019 provided an opportunity to showcase the park to residents and visitors.
- 4.16 Whilst staff received very positive feedback from patrons on the Pitman Park location, the location does not provide the same level of benefits to local traders.
- 4.17 The advisory group discussed potential locations for the feature weekend of Salisbury Secret Garden.
- 4.18 The two locations considered were:
- Pitman Park; and
 - Salisbury Civic Plaza-Inparrinthe Kumangka incorporating the new Salisbury Community Hub.

Option 1 – Pitman Park

- 4.19 The 2019 Salisbury Secret Garden feature weekend was popular with patrons and the space provided an environment similar to that of well-known and established Adelaide CBD venues.
- 4.20 Pitman Park offers the City of Salisbury the opportunity to stage a high caliber event in the north.. Replicating the “fringe garden” setting in Pitman Park last year proved to be enormously successful and popular with both residents and the many visitors who came from neighbouring regions, and interstate.
- 4.21 The Pitman Park location provides a natural setting that has large grass areas for patrons to sit and enjoy activities and stay for longer periods of time. The trees also provide good shade options for the setting.
- 4.22 Whilst Pitman Park provided an excellent setting for the Salisbury Secret Garden feature weekend, it does not provide the same economic opportunities for local traders as a location around Salisbury Civic Plaza-Inparrinthe Kumangka.
- 4.23 The Salisbury Business Association has indicated it does not prefer this location.
- 4.24 Due to the additional infrastructure requirements for Pitman Park (including toilets, change room for performers, shade structures etc) the budget for the 2020 program would be fully expended at around \$137,000.

Option 2 – Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka

- 4.25 With the completion of the new Salisbury Community Hub, this presents an excellent opportunity to make use of the facilities for the feature weekend, schools program and other performances.
- 4.26 The new site provides toilets, performance spaces, flexible rooms that can be used as change rooms for performers, as well as power and water in Salisbury Civic Plaza-Inparrinthe Kumangka. This reduces the need to bring in this infrastructure.
- 4.27 By using Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka for the feature weekend, there are likely to be budget adjustments, which could see re-direction into entertainment features of the event.
- 4.28 It is important to note that staging the Secret Garden at the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka will deliver a vastly different atmosphere and experience than that created at the 2019 event. It should also be noted that liquor licensing laws will need to be reviewed and addressed for the vicinity (acknowledging the dry-zone designated to the Salisbury City Square).
- 4.29 The schools program could still make use of Pitman Park as part of the outdoor activities, continuing to activate and promote the park to children and their families. Indoor performances and some activities could also be held at the Salisbury Community Hub.
- 4.30 The Salisbury Business Association has indicated its preference for the feature weekend to be held in Salisbury Civic Plaza-Inparrinthe Kumangka for the benefit of local traders.

Option 3 – Salisbury Community Hub, Salisbury Civic Plaza-Inparrinthe Kumangka and Pitman Park

- 4.31 A third option is to hold fringe activities across two sites being Salisbury Civic Plaza-Inparrinthe Kumangka (including Salisbury Community Hub) and Pitman Park.
- 4.32 This option could include the Friday and Saturday night activities being held in Pitman Park and the Sunday children’s program being delivered at Salisbury Civic Plaza-Inparrinthe Kumangka (including Salisbury Community Hub).
- 4.33 This option would incur costs due to the additional logistics required across two sites (eg. Traffic management, security across two sites, festival décor).
- 4.34 Additional budget would be required to deliver this component estimated up to \$15,000 across the two sites. This would include any additional staffing required to activate relevant spaces within the Salisbury Community Hub.

Option Summary

- 4.35 The below table summarises the impact of each option:

	Pros	Cons	Budget Impact	Comments
Option 1 – Pitman Park	<p>Popular with patrons</p> <p>Natural setting</p> <p>Large grass areas for seating</p> <p>Trees for shade/shelter</p> <p>Showcases local park</p> <p>Existing high amenity</p> <p>Similar to Adelaide CBD based premier fringe spaces</p> <p>Exposure to Salisbury Highway traffic</p>	<p>Limited economic benefits to Salisbury City Centre traders</p> <p>Access between parking and event site not ideal</p> <p>All infrastructure needs to be brought in (power, toilets, water)</p> <p>Limited alternative options for inclement weather</p>	Fully expended budget (\$137,000)	<p>Whilst this site provides an excellent setting for the weekend festival, all infrastructure is required to be brought in, there are limited benefits to Salisbury City Centre traders, and there is a high budget impact if there is inclement weather.</p>

<p>Option 2 – Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka</p>	<p>Greater economic benefit for local traders</p> <p>Potential decrease in temporary infrastructure costs</p> <p>Ability to host indoor and outdoor activities</p> <p>Good connectivity with public transport</p> <p>Promotes return visitation to the Salisbury Community Hub/City Centre</p> <p>Excellent options with low budget impact for inclement weather</p> <p>Good utilisation of Salisbury Community Hub features (eg. Flexible rooms, big screen)</p>	<p>reduced grassed area for outdoor seating</p> <p>A different experience to what has been delivered in the 2019 Salisbury Secret Garden Event</p> <p>Liquor licensing challenges within dry-zones</p> <p>Does not showcase the wider variety of locations within the City of Salisbury, (parks) beyond Civic Plaza</p>	<p>Potential budget, redirected to stage programming.</p>	<p>This site may require a modification to, additional road closures to cater for a large crowd</p>
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<p>Option 3 – Salisbury Community Hub, Salisbury Civic Plaza-Inparrinthe Kumangka and Pitman Park</p>	<p>Offering a larger natural setting for the more highly attended events within the festival</p> <p>Showcasing local park and the Salisbury Community Hub</p> <p>Similar to Adelaide CBD based premier fringe spaces</p> <p>Exposure to Salisbury Highway traffic</p> <p>Potential economic benefit for local traders</p> <p>Promotes visitation across two City Centre sites.</p> <p>Offering excellent option for Sunday event for inclement weather</p>	<p>Increase in event staff hours</p> <p>Management of two site plans</p> <p>Logistical overload, paralleled site set up and packed down taking place on Saturday evening the largest night (attendance and time)</p> <p>Increase in temporary infrastructure costs</p> <p>Separation of the ‘Garden’ weekend programming, across two sites</p>	<p>Additional budget required of \$15,000</p>	
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Other Salisbury Fringe Venues

- 4.26 Staff are continuing to work with community centres and local business to encourage performances throughout the City. Locations that are likely to be included in the 2020 programming include Mawson Lakes, Ingle Farm, Parafield Gardens and Salisbury City Centre subject to securing appropriate artists or performers.

5. CONCLUSION / PROPOSAL

- 5.1 Salisbury Secret Garden has become the City of Salisbury's flagship arts and cultural festival that attracts significant numbers from both within the council area and across the State. Surveys conducted at previous events indicate the mix of patrons has typically been around 60-70% local residents and 30-40% visitors from other metropolitan or regional areas.
- 5.2 The 2020 program for Salisbury will again align with the Adelaide Fringe program, which will run from 14 February – 15 March 2020.
- 5.3 The dates for the Salisbury Secret Garden feature weekend are Friday 21 to Sunday 23 February 2020.
- 5.4 Three potential locations have been presented as options for hosting the Salisbury Secret Garden feature weekend.
- 5.5 Other locations that are likely to be included in the 2020 broader Salisbury Fringe program include Mawson Lakes, Ingle Farm, Parafield Gardens and Salisbury City Centre subject to securing appropriate artists or performers.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/10/2019

ITEM	1.1.3 POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
HEADING	Collaboration Agreement between Council and Community Centres
AUTHOR	Natalie Cooper, Team Leader Community Learning North, Community Development
CITY PLAN LINKS	1.1 Have a community with the skills, knowledge and agility to participate in a rapidly changing economy. 3.1 Be an adaptive community that embraces change and opportunities. 3.3 Be a connected city where all people have opportunities to participate.
SUMMARY	This report presents the Collaboration Agreement between Council and the independently incorporated Community Centres' Associations. The report recommends the endorsement of the proposed Collaboration Agreements for implementation for the period of 1 November 2019 to 30 June 2022 at all sites except Burton. It is proposed to extend Burton's agreement until July 2020, pending the establishment of the Community Hub and council's consideration of management options for the new Hub. Furthermore the report proposes a review of the existing management model arrangements in 2022.

RECOMMENDATION

1. The information be received.
2. The proposed Collaboration Agreement 2019-2022 between Council and the Community Centres Associations as contained within this report (Item No. 1.1.3, Policy and Planning, 16/09/2019) be endorsed.
3. The proposed Collaboration Agreement for 1 November 2019 to 30 June 2020 endorsed for Burton Community Centre pending Council decision regarding a management model for the Burton Community Hub.
4. Council review the management model for Community Centres based on an analysis of the performance of centres to June 2022, once there is sufficient data to compare the performance of alternative management models.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Annexure B - Suggestions Not Incorporated into Agreement (Section 7)
2. Final Collaboration Agreement Report
3. 2015-2018 Collaboration Agreement
4. Collaboration with track changes

1. BACKGROUND

- 1.1 The Collaboration Agreement document was first established in 2001 as a 3 year agreement. It sets out the agreement between the City of Salisbury and the Community Centres' Associations/Boards. The community centers which currently have an agreement are; Burton, Bagster, Salisbury East, Morella and Pooraka Farm. This agreement is contained in Attachment 3.
- 1.2 The Collaboration Agreement is necessary to delineate responsibilities of the Council and the Associations/Board in the management of the Council owned asset, to protect the Council from risk of non-compliance with the funding agreement with State Government Department Human Services and to ensure services are delivered which meet community emerging and future needs within an accountable governance framework.
- 1.3 At the end of the last agreement period the document (Attachment 3.) was reviewed. Finalisation of the Agreement was delayed due to;
 - 1.3.1 Changing of positions for Manager of Community Capacity & Learning

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 Management and staff involved in the development of the Agreement
- 2.2 External
 - 2.2.1 The Community Centres Associations were provided with an opportunity for discussion and feedback in May 2018-April 2019.
 - 2.2.2 Norman Waterhouse Lawyers reviewed in May 2019.
 - 2.2.3 Final draft copy of the Agreement sent out to all Chairs of the Associations/Board in July 2019
 - 2.2.4 Chairs have made the draft Collaboration Agreement available to members of their committees in order to expedite the approval and signing process.

3. REPORT

- 3.1 State Government provides significant funding for Community Centres in an agreement with Council. This Service Agreement is in place till June 30th 2022 and is reviewed every 3 years. The details of this Agreement require Council to provide six monthly reports detailing targets and performance measures in relation to "Increasing the capacity of marginalised groups including CALD and ATSI communities to connect, contribute and participate in their community by developing their skills and increasing program accessibility"
- 3.2 In May 2018 the Community Centres' Associations/Boards were provided with a draft of the Collaboration Agreement for feedback and comment. On Wednesday 29th August and Thursday 1st November, Council Management and staff met with the Centres' Chairpersons and/or their representatives to enable further feedback and review of any proposed changes.

- 3.3 A range of suggestions were provided by the Chairs of the Associations/Boards which primarily spoke to the clarity of the document rather than material changes. For example;
- 3.3.1 The preamble at the beginning of the document could reflect how Council and Community Centres work together in less legal terminology
- 3.3.2 Section 4 4.2.2 was unclear and clarification was sought on Applicable laws – that it would be impossible to list all laws but that it would relate mainly to “Associations Incorporation Act 1985” and “Work Health & Safety Act 2012”
- 3.3.3 Section 6.1 – was unclear and clarification was sought in relation to access to Council networks by volunteers relating to legislation such as the Fair Work Act 2009 and City of Salisbury Enterprise Agreement 2017.
- 3.3.4 Section 6.2.4 – was unclear and clarification was provided in relation to when Council may provide additional resources such as service level increase due to an expansion of services or externally funded programs which require additional resources to implement.
- 3.4 Attachment 2 contains the proposed Agreement. Attachment 4 contains the proposed agreement with track changes as a result of the consultations with the Associations.
- 3.5 Council could give consideration to review the Community Centres Management models based on performance data across it’s sites and differing models. 2022 would be the optimum time to conduct this at the expiration of the existing agreements.
- 3.6 The Burton Community Hub will be built in 2020-2021 financial year, and Council is yet to consider the options for the management of this facility, as a result it is recommended that this agreement be limited to expire on June 30 2020 pending councils decision regarding a management model at Burton Community Hub.
- 3.7 If Council endorses the proposed Agreement it will be sent to the Management Committee/Board Chairperson endorsed and executed by the Management Committees. This process may take time as management committees meet on average once a month.
- 3.8 Delays will not affect the operations of the Community Centres as by mutual agreement the partnership between the Centres and Council is and have been operating under the principles of the expired agreement until such time as a new agreement is signed.

4. CONCLUSION / PROPOSAL

- 4.1 The revised Agreement is a contemporary document that provides a framework for the relationship between Council and Community Centres’ Associations.
- 4.2 It provides a background and sets out the context to work together. It outlines the roles, responsibilities and expectations of both parties including both the site and use of the Council owned Centre facility.

ITEM 1.1.3

Item 1.1.3

- 4.3 It incorporates main areas of clarification as requested by Chairs in consultation. The proposed Collaboration Agreement also takes account of obligations to the Department of Human Services funding agreement which Council has entered into in order to attract significant funding to support Community Centres.
- 4.4 The revised proposed Collaboration Agreement is submitted to Council for consideration.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/10/2019

Annexure B**Community Centre – Facilities and Grounds Maintenance, Repair and Cleaning Responsibilities**

External Building	Association's Responsibility	Council's Responsibility
Doors/locking mechanisms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Quote against projects required Painting to be inline with the asset management plan
Roof & guttering	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repair/replace roof covering Repair roof leaks Council to regularly clean and keep free of debris
Security lights	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Signs	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Stormwater system/Irrigation systems	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot wash/clean as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain structural stability - replace / repair / repaint Remove graffiti
Windows	<ul style="list-style-type: none"> Report any issues by CRM request process Clean glazing Clean screens and ledges 	<ul style="list-style-type: none"> B Maintenance and replacement responsibility (like for like) Repair/replace frames/screens and opening/closing mechanism Replace glazing Assist in access required for screen removal/cleaning to association

Internal Building	Association's Responsibility	Council's Responsibility
Airconditioning units/thermostats	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like)
Carpets	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Clean - removal of all stains as required 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair/replace to appropriate finish
Ceilings	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Keep free of cobwebs etc 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair, eg roof leaks/replace Repaint as required
Drainage piping	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Electrical services - switch- boards, distribution boards, power/lighting circuits	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Fire Services - (extinguishers, exit lights, smoke detectors)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain and arrange periodic checks
Hot water system/Cold water system	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Total maintenance responsibility
Internal walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot clean as needed Keep free of mould/grime 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Lighting	<ul style="list-style-type: none"> Report when replacements needed or any other issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Loose furniture, eg freestanding cupboards, curtains, chairs, etc	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets Repair, replace as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) for equipment specifically for the use of the Council staff person Repair, replace as needed
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repaint as required to consistent standard (ie: no part paints to room spaces)
Security Alarms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Supply codes to the Association
Security Cameras (internal and external)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Special equipment	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets 	<ul style="list-style-type: none"> Total maintenance responsibility for Council's assets
Stoves: hardwired/gas	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Telecommunications - phone/PABX systems (Bagster, Burton, The Paddocks, and Salisbury East)	<ul style="list-style-type: none"> Total responsibility 	<ul style="list-style-type: none"> Nil responsibility
Telecommunications - phone/PABX systems (Poeraka Farm and Morella)	<ul style="list-style-type: none"> Replacement of existing handsets Additional handsets Additional cabling 	<ul style="list-style-type: none"> Provision of phone service
Vinyl/concrete/tiled/ other floors	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)

	<ul style="list-style-type: none"> • Keep clean 	
Water/waste services - associated fittings	<ul style="list-style-type: none"> • Report any issues by CRM request process • Clean fittings, eg taps, toilets, sinks 	<ul style="list-style-type: none"> • Maintenance responsibility (like for like)
Grounds	Association's Responsibility	Council's Responsibility
Grounds - checking and maintenance	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Weeding, litter and turf maintenance, pruning and vegetation management, debris removal from footpaths etc, checking of irrigation systems - 3 weekly
Garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Re-mulch annually
Turf and garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Fertilize bi-annually
Other maintenance	<ul style="list-style-type: none"> • Report any issues by CRM request process • Ad hoc as arranged / negotiated • Sweep, water if required 	<ul style="list-style-type: none"> • Ad hoc as arranged / negotiated

COLLABORATION AGREEMENT

2019-2022

City of Salisbury

**Community Centre Inc.
Management Committee**

Collaboration Agreement Preamble 2018

This Agreement is the legal aspect of the City of Salisbury and Community Centre's Management Committees working together, the facilities offered and how they are used. This Agreement acknowledges the important work of all partners and constitutes a commitment by them to collaborate and communicate, respect the other's mandate and to achieve the best possible outcomes for the community as a whole.

The City of Salisbury recognises that the Salisbury local government area has a growing and changing demographic and our community centres help to improve the lives of many in the community, through the provision of programs, services and advocacy on behalf of vulnerable and/or disadvantaged communities. The City of Salisbury respects the diversity, knowledge and experience of the Community Centres in the delivery of those services.

The City of Salisbury and the Community Centres Management Committees agree to recommit to this collaboration agreement reflecting a shared commitment to working together with transparency, goodwill and open communication to ensure our community is provided with access to the benefits of lifelong and life wide learning.

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ANNEXURE A	PERFORMANCE MANAGEMENT FRAMEWORK
ANNEXURE B	MAINTENANCE SCHEDULE

DATE

PARTIES

City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108 (**Council**)

The party detailed in Item 1 of the Schedule (**Association**)

BACKGROUND

- A. The Site is owned by the Council. Situated on the Site is the Centre.
- B. The Centre is a community centre in the Council area. These types of community centres were previously known as Neighbourhood Houses.
- C. Community centres provide a vital role in supporting and developing social and educational life within the Council area. The community centres do this by delivering long term learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- D. Centres provide these personal growth opportunities via a wide variety of activities including arts and crafts, recreational pursuits and room hire for training, education and community celebrations.
- E. The Council has worked with and assisted the Association over many years to deliver programs from the Centre which achieves these outcomes.
- F. The Council wishes to continue to work collaboratively with the Association to provide programs and services to the Council's constituents.
- G. To this end, the parties now enter into this agreement to record their agreement on how the Centre will continue to be used by the Association and how the Services will continue to be provided from the Centre.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Association means the association identified in Item 2 of the Schedule and where the context permits includes the members, employees, contractors, agents and invitees of the Association.

Authorisation means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Centre means the Centre detailed in Item 3 of the Schedule.

Centre Services includes all services (including gas, electricity and water and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Centre or the Site supplied by any authority, the Council or any other person the Council authorises.

Commencement Date means the date specified in Item 7 of the Schedule.

Confidential Information means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

Council means the City of Salisbury and where the context permits includes the officers, employees, contractors and agents of the Council.

Council Equipment means the plant, equipment and facilities owned by the Council and made available for use by the Association at the Centre.

Council Representative means a relevant person from Council. In general, the first contact point for the Management Committee will be through the **Centre Coordinator**; however, the Coordinator will often need to follow up or refer matters to their supervisor, or **another Council Representative**, depending on the particular situation. See also 'Representative' below.

Expiry Date means the date specified in Item 8 of the Schedule, unless this agreement is terminated earlier in accordance with this agreement.

Governmental Agency means any government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

Plan means the plan to this Agreement.

Representative means a person appointed by a party pursuant to clause 17.

RCLA means the *Retail and Commercial Leases Act 1995 (SA)*.

Services means the services specified in Item 5 of the Schedule.

Site means the land detailed in Item 4 of the Schedule.

Statutory Requirements means all relevant and applicable Laws and all lawful conditions, requirements, notices and directives issued or applicable under any such Law.

Term means the period starting on the Commencement Date and ending on the Expiry Date.

Valuer means a qualified valuer appointed to make a determination under this agreement:

- (a) who will be appointed as agreed by the Council and the Association or, failing agreement within 10 Business Days of either notifying the other of the requirement for such appointment at the request of either the Council or the Association, by the person holding or acting in the position of President of the South Australian Division of the Australian Property Institute;
- (b) who must have practiced as a valuer with a minimum of 5 years relevant experience;
- (c) who is licensed to practice as a valuer of the kind of premises and services in respect of which the review is required; and
- (d) who must act as an expert and not as an arbitrator.

Variation means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

WHS means Work Health and Safety Policy has the meaning given to that term in clause 7.1.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.14 an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.15 this agreement will be read and interpreted subject to the provisions of the RCLA and, to the extent to which there is any inconsistency with the provisions of the RCLA, those provisions of the RCLA will override the terms of this agreement; and
- 1.2.16 any right, power or remedy of the Council or obligation or liability of the Association which is affected by the RCLA (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the RCLA.

2. GRANT OF LICENCE AND PERFORMANCE OF SERVICES

- 2.1 In consideration of the Association agreeing to assist with the operation of the Centre by performing the Services, the Council grants, and the Association accepts for the Term a licence of the Site for the purpose of providing the Services on the terms and conditions set out in this agreement.
- 2.2 In consideration of the grant of licence referred to at clause 2.1, the Association agrees with the Council to assist it with the operation of the Centre by performing the Services.
- 2.3 The Association may engage in any other business, occupation or activity during the Term, that is consistent with the type and scope of services covered by the agreement, and does not detrimentally affect the performance of the Services.

3. THE SERVICES

3.1 General

- 3.1.1 The Services are to be provided by the Association to assist the Council with the operation of the Centre for the benefit of the community in the relevant part of the Council area.
- 3.1.2 Community Centres provide a vital role in supporting and developing social and educational life within the Council area. The Services will include the delivery of lifelong learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- 3.1.3 The design of Services should consider alignment with the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).

3.2 How the Services are to be set

- 3.2.1 The Services to be provided by the Association at the Centre are to:
- 3.2.1.1 be formulated in advance for each calendar year or quarter (depending on what is the most appropriate for each type of Service);
 - 3.2.1.2 be formulated by the Association with the support of the Centre Coordinator, and any other Council representative;
 - 3.2.1.3 be consistent with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time);
 - 3.2.1.4 respond to the identified and emerging needs of the community in the relevant part of the Council area;
 - 3.2.1.5 comply with requirements as identified, relevant to external funding accountability or legislative changes; and
 - 3.2.1.6 comply with requirements of funding relating to the Department of Human Services Agreement with Council.
 - 3.2.1.7 if agreement is unable to be reached in the setting of services and/or any changes to services then the parties should continue to undertake negotiations in good faith until such a time as there is a breach of the Performance Management Framework (Annexure A) and clause 11 of the agreement is invoked

3.3 Changes to the Services

- 3.3.1 Either party's Representative may, at any time, advise the other party's Representative of any change or addition to the Services that it would like implemented.

- 3.3.2 At any time that a party's Representative advises the other party's Representative of a change or addition in accordance with clause 3.3.1, the parties must meet within a reasonable time to discuss and consider the change or addition and determine if the change or addition is to be implemented.
- 3.3.3 When considering any change or addition pursuant to clause 3.3.2, the matters to be considered by the parties include, but are not limited to, the needs of the community at that particular time, any potential future needs of the community, cost and budget implications, equipment, goods, personnel or facilities required and any other relevant matters.
- 3.3.4 Notwithstanding this clause, the Association and Council acknowledge that modifications to operations and/or procedures during the Term may necessitate modifications to the Services and the method of their delivery. This is a major factor to be considered by the parties in relation to any change or addition to the Services sought by either the Association or the Council's Representative.

4. STANDARD AND SCOPE OF SERVICES

4.1 General

- 4.1.1 The Association must perform the Services and do so with all the skill, care and diligence.
- 4.1.2 During the Term the Association must devote such of its time and ability as is appropriate and reasonably necessary for the proper performance of the Services.

4.2 Legal compliance - Authorisations

- 4.2.1 The Association warrants to the Council that it holds all Authorisations required for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.
- 4.2.2 The Association at its costs will obtain all further Authorisations it requires during the Term for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.

4.3 Legal compliance – Laws, policies and contracts

- 4.3.1 In performing the Services, the Association must:
- 4.3.1.1 comply with all Laws and the requirements of any Governmental Agency including the requirements of the

Work Health and Safety Act 2012 (SA) and any regulations made under it;

- 4.3.1.2 comply with all contractual obligations imposed on the Council from time to time in relation to the operation of the Centre, including obligations under any funding agreement relating to the Centre (**Contractual Obligation**) (and to the extent of any inconsistency between the terms of this Agreement and Contractual Obligations, the terms of the Contractual Obligation will prevail); and
- 4.3.1.3 comply with all relevant policies in relation to the Centre and the provision of the Services (**Policy**) (and to the extent of any inconsistency between the terms of this Agreement and the terms of any Policy, the terms of this Agreement will prevail).

4.4 Reporting of Incidents

- 4.4.1 The Association must promptly notify the Council's Representative of any accident, injury, property or environmental damage or any potential breach of any Law (**reportable incident**) that occurs during or as a result of this agreement. Within 24 hours of a reportable incident, the Association, with the support of the Centre Coordinator, must provide a report to the appropriate Council's Representative giving complete details, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.5 Use of Council Equipment

- 4.5.1 The Council may provide the Association with the use of Council Equipment for the provision of the Services.
- 4.5.2 The Association must maintain all Council Equipment in a safe and good working condition

4.6 Association's Equipment

- 4.6.1 The Association must, at its own expense, supply or arrange for the supply of all other goods, plant, equipment and facilities required for the performance of the Services and maintain them in a safe and good working condition.

4.7 Keep Council Informed

- 4.7.1 The Association must keep the Council's representative and/or the Centre Coordinator fully and regularly informed as to all matters affecting or relating to the Services and must provide to the Council any information reasonably requested by the Council to monitor the performance of the Association's obligations under this agreement.

5. EMERGENCIES

5.1 If, in the opinion of the Centre Coordinator and/or the Council's representative an emergency exists which poses a risk to public health, public safety or the environment the Council's Representative may:

- 5.1.1 direct the Association to provide additional or varied Services;
- 5.1.2 require the Association to cease providing the Services or any part of the Services for a specified period; or
- 5.1.3 require the Association and the Association's staff and invitees to leave or not enter the Site or the Centre and/or to cease providing access to the Site to all users and members of the public;

for the duration of the emergency.

6. PERSONNEL

6.1 Association's Personnel

- 6.1.1 The Association must use its best endeavours to ensure that there are sufficient people to perform the Services in accordance with this agreement.
- 6.1.2 The Association is responsible for the performance of the Services by the personnel (including its subcontractors) engaged by it and is not relieved of its obligations or liabilities under this agreement.

6.2 Council's Personnel

- 6.2.1 The Council will provide one full time or full time equivalent Council employee at the Centre (the Centre Coordinator), whilst there is capacity within the funding arrangements, and providing there is no material change in the scope of services required.
- 6.2.2 Should the staffing levels and /or the service delivery requirements change, some terms within the Collaboration Agreement may need to be renegotiated.
- 6.2.3 The Centre Coordinator is provided to:
 - 6.2.3.1 provide the Association with guidance on and assistance with the operation of the Centre and the provision of the Services;
 - 6.2.3.2 provide the Association with support in its operations that relate to the Centre, for example, the obtaining of funding for the provision of the Services; and
 - 6.2.3.3 provide general support to the Association in its day to day management of the Centre.
- 6.2.4 If the Council deems it to be appropriate, the Council may provide additional personnel to assist with the operation of the Centre and the performance of the Services from time to time.

- 6.2.5 The Association must ensure that all of the Council's personnel are treated in an appropriate and business-like manner at all times.

6.3 Volunteers

- 6.3.1 Council is responsible for the best practice management of City of Salisbury volunteers.
- 6.3.2 The Council volunteer support team will provide assistance to the Association in attracting and retaining a diverse volunteer base.
- 6.3.3 The Association will follow Council guidelines and processes for the recruitment and management of volunteers.
- 6.3.4 Volunteers engaged in non-committee volunteer roles are considered volunteers of the City of Salisbury.
- 6.3.5 Volunteers engaged in Management Committee roles are considered volunteers of the Association.
- 6.3.6 Volunteers who engage in both Management Committee and non-committee roles will be considered volunteers of the City while acting in the non-committee role and volunteers of the Association while acting in a Management Committee role.

7. ASSOCIATION'S SPECIFIC WORK HEALTH AND SAFETY OBLIGATIONS

7.1 Association's Requirement to Inform Itself

- 7.1.1 The Association must inform itself of all health and safety policies, procedures or measures implemented or adopted by the Council (**Council's WHS Policy**) from time to time during the Term. The Association must comply with all such policies, procedures or measures relevant to the Association's performance of its obligations under this agreement and in the event of any inconsistency, will comply with such procedures or measures which produce the highest level of health and safety.
- 7.1.2 The Council will provide reasonable assistance to the Association for the Association to comply with its obligations pursuant to clause 7.1.1.

7.2 Legislative Compliance

- 7.2.1 The Association and the Council must both comply with and ensure that its employees, subcontractors, agents and volunteers comply with any Law, Codes of Practice, Australian Standards and the Council's WHS Policy which are in any way applicable to this agreement or the performance of its obligations under this agreement.

7.3 Non-Compliance

- 7.3.1 If during the performance of this agreement the Council's Representative informs the Association that it is the opinion of Council's Representative that the Association is:
- 7.3.1.1 not using the Site or conducting its obligations pursuant to this agreement in compliance with its obligations pursuant to clauses 7.1 and 7.2; or
 - 7.3.1.2 performing the Services in such a way as to endanger the health and safety of the Association, the Council or its plant, equipment or materials or members of the public generally,
 - 7.3.1.3 the Association shall promptly remedy that breach of health and safety and the relevant Council Representative may direct the Association to stop using the Site and/or suspend the Services or such part of the Services as the Council's Representative determines until such time as the Association satisfies the Council's Representative that the Site will be used and the Services will be resumed in conformity with applicable health and safety provisions.

8. DAMAGE OR DESTRUCTION

- 8.1 If the Centre or any part of the Centre is damaged and as a result of that damage, the Centre or any part of it cannot be used for the provision of the Services or are inaccessible then for the period during which the Centre cannot be so used or is inaccessible, neither party will be obliged to comply with its obligations in relation to the provision of the Services during this time in relation to the part or parts of the Centre that are damaged.
- 8.2 If the Council notifies the Association in writing that the Council considers that damage to the Centre is such as to make its repair impractical or undesirable, the Council or the Association may terminate this agreement by giving not less than 5 Business Days written notice to the other party.
- 8.3 If the Council does not terminate this agreement under clause 8.2 and the Council fails to repair the damage within a reasonable time the Association may terminate this agreement by giving not less than 5 Business Days written notice to the Council.
- 8.4 If this agreement is terminated by either party under this clause 8 then the rights and obligations of the Council and the Association will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 8.5 The provisions of this clause 8 do not prejudice or alter the rights and entitlements of the Council to recover loss and damage from the Association if and to the extent that the damage to the Centre or any part of it is caused or contributed to by any deliberate or negligent act or omission on the part of the Association or any Users.

9. INSURANCE

- 9.1 The Association must maintain at all times during the Term all insurances required by Law or this agreement, including:
- 9.1.1 **Public Liability**
- 9.1.1.1 The Association must take out and maintain public liability insurance for the amount specified in Item 6 of the Schedule or any other amount the Council requires in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Association under this agreement.
- 9.1.2 **Insurance for the Association's Equipment**
- 9.1.2.1 The Association must maintain insurance in respect of all of the plant and equipment at the Centre from time to time for its full replacement value.
- 9.1.3 **Other Insurance**

9.1.3.1 The Association must take out and maintain any other insurances required by Law.

- 9.2 The Association must with the support of the Centre Coordinator, produce a Certificate of Currency as evidence of those insurances to the appropriate Council Representative upon renewal.
- 9.3 All insurance policies must bear endorsements from the insurer:
- 9.3.1 that it will notify the Council if the policy is cancelled or altered or allowed to lapse; and
- 9.3.2 that the insurer accepts the indemnities given by the Association to the Council pursuant to this agreement.
- 9.4 The Association must not allow any act or omission which would make any policy of insurance void or unenforceable.
- 9.5 Council will reimburse the Association for Professional Indemnity Insurance (or Directors and Officers) and Voluntary Workers Personal Accident Insurance on presentation of an invoice and evidence of payment within the current financial year.

10. INDEMNITY AND EXCLUSION OF LIABILITY

- 10.1 The Association must indemnify the Council and its employees, officers and contractors (of all levels) against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Association, a breach by the Association of this agreement, a wilful unlawful or negligent act or omission of the Association, and any claim action or proceeding by a third party against the Council or its employees officers and contractors (of all levels) caused or contributed to by the Association.
- 10.2 The Association must indemnify the Council from any liability, costs, penalties or additional premiums the Association or its contractors may incur under the provisions of the Workers Rehabilitation and Compensation Act, 1986 (SA) arising from any aspect of the Services to be performed by the Association or any other obligations arising under this agreement.
- 10.3 The indemnities in clauses 10.1 and 10.2 are reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.
- 10.4 The Association must occupy the Site and perform the Services at its own risk in all things and releases the Council and its employees, officers, members and contractors (of all levels) from all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Association which arise from the Association's occupation of the Site or performance of the Services.
- 10.5 For the avoidance of doubt, all reference in this clause 10 to the Association includes all members, officers, volunteers, employees, contractors (of all levels) and agents of the Association and all persons authorised to use the Site or any part of it by Association and those persons' invitees and visitors.

11. NON PERFORMANCE BY EITHER PARTY TO THIS AGREEMENT

- 11.1 If either party breaches a provision of this agreement, the Representative of that party will:
 - 11.1.1 give the notice of the breach (to the other party's representative) within 14 days; and
 - 11.1.2 convene a meeting between the Centre Coordinator and/or Council's representative and the Association's Representative to discuss the breach and how it may be remedied.
- 11.2 If the party who has been notified of the breach in accordance with clause 11.1.1 and participates in a meeting to discuss the breach and the means of remedying it in accordance with clause 11.1.2, then fails to remedy the breach within a reasonable time, the other party may:
 - 11.2.1 remedy the breach itself and seek reimbursement of the same from the as a debt due; and/or
 - 11.2.2 terminate this agreement in accordance with clause 14; and/or
 - 11.2.3 pursue any other legal remedies.

12. ADDITIONAL TERMS AND CONDITIONS RELATING TO THE USE OF THE SITE

12.1 Power and Utilities

- 12.1.1 The Association must pay when they are due for payment, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities, except water, supplied to or used from the Site.
- 12.1.2 The Council must pay when they are due for payment all costs for the consumption of water supplied to or used from the Site.

12.2 Rates and Taxes

- 12.2.1 The Council must pay all applicable Council rates and taxes levied or assessed against the Site.

12.3 Use of the Site

- 12.3.1 The Association must only use the Site for the provision of the Services and must not use the Site for any other use without the Council's Representative's prior written consent.

12.4 Offensive Activities

- 12.4.1 The Association must not carry on, or permit or suffer to be carried on, any offensive or dangerous activities on or from the Site or create a nuisance or disturbance either:
 - 12.4.1.1 for the Council;

12.4.1.2 for users of the Centre; or

12.4.1.3 for the owners or occupiers of any adjoining property; and

12.4.1.4 must ensure at all times that activities conducted on or from the Site will not bring any discredit upon the Council.

12.5 Use of Centre Services

12.5.1 The Association must ensure that the Centre Services are used carefully and responsibly. On some occasions the Council's Representative in consultation with the Association, may provide advice on risks related to careful and responsible use. The Council's representative will work with Associations to determine and mitigate any potential risks identified.

12.5.2 The Association is responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Centre Services by the Association or any Users.

12.6 Cleaning

12.6.1 The Association must keep the Centre clean, neat and tidy at all times.

12.6.2 As part of its obligations in clause 12.6.1, the Association must perform all of the cleaning duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.

12.6.3 The Council must perform all of the cleaning maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B.

12.7 Repair and Maintenance

12.7.1 The Council must ensure that the Centre is in good repair at all times.

12.7.2 As part of its obligation in clause 12.7.1, the Association must perform all of the repair and maintenance duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.

12.7.3 The Council must perform all of the repair and maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B. Council will communicate with Centre Management to ensure the repairs and maintenance duties are fair and equitable.

12.7.4 The Association must complete all repairs and maintenance at the Centre for which it is responsible under this agreement as soon as practicable after the need for such repairs and maintenance arises.

- 12.7.5 The Council will be responsible for undertaking all repairs and maintenance at the Centre which is of a structural nature, except to the extent that such repairs are required as a full or partial result of any negligent or wilful act or omission of the Association.
- 12.7.6 If the Association becomes aware of the need for any structural repairs and maintenance to be undertaken at the Centre, the Association must notify the Council of the same in accordance with Council procedures as soon as possible.
- 12.7.7 The Association shall not undertake any work outside of what is identified as an Association responsibility, as per Annexure B.
- 12.7.8 If there is disagreement between the parties as to whether any repairs or maintenance required to be undertaken at the Centre are of a structural nature, such disagreement will be determined in accordance with clause 18 of this agreement.
- 12.7.9 The Association shall notify Council when damages are present that have been caused by any act or omission of the Association, its employees, contractors (of all levels), agents and volunteers.
- 12.8 Liquor, Gaming and Smoking**
- 12.8.1 The Association must not:
- 12.8.1.1 apply for any licence pursuant to the Liquor Licensing Act 1997(SA) or the Gaming Machines Act 1992(SA) without the prior written consent of the Council; or
- 12.8.1.2 serve, sell or provide to persons, or consume or allow persons to consume, alcohol or alcoholic beverages on the Site without the prior consent of the Council's Representative;
- 12.8.1.3 permit or suffer smoking within the Centre
- 12.8.1.4 Designated areas outside the Centre are specified for smoking providing they are clear of other customers, staff and volunteers, and not close to windows, air conditioning or other amenities where the practice may cause harm.
- 12.9 Fire Precautions**
- 12.9.1 ***Council's responsibilities***
- 12.9.1.1 The Council must ensure that all first safety equipment at the Centre complies with all Statutory Requirements.
- 12.9.2 ***Association's responsibilities***
- 12.9.2.1 The Association must comply with all directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

12.9.3 Both parties' responsibilities

12.9.3.1 Both parties must, at their cost, comply with all Statutory Requirements relating to fire safety and procedures.

12.10 Alterations by the Association

12.10.1 The Association must not carry out any alterations, or make any additions, to the Site or the Centre without Council's prior written consent (which consent may be withheld or granted in the Council's absolute discretion and if granted may be granted unconditionally or on such conditions as the Council sees fit).

12.11 Signs

12.11.1 The Association must not affix, or permit or suffer to be affixed, any signs inside or outside of the Centre except signs that are approved by the Council Representative.

12.12 Right to enter

12.12.1 Subject to clause 12.12.2, the Council may (except in the case of emergency when no notice will be required) enter the Site after giving the Association reasonable notice:

12.12.1.1 to see the state of repair of the Site;

12.12.1.2 to do maintenance or repairs to the Site or other works which cannot reasonably be done unless the Council enters the Site;

12.12.1.3 to do anything the Council must or may do under the licence granted pursuant to this agreement or must do under any Law or to satisfy the requirements of any Government Agency; and

12.12.1.4 to show prospective lessees or licensees through the Site.

12.12.2 When exercising any of its rights pursuant to clause 12.12.1, the Council must (except in cases of emergency) take all reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

12.13 Restrictions

12.13.1 Subject to clause 12.13.2, the Council may install, use, maintain, repair, alter, and interrupt any Centre Services.

12.13.2 When exercising its rights pursuant to clause 12.13.1, the Council must (except in cases of emergency) take reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

- 12.13.3 Despite anything else in this agreement, the Council is not liable (except to the extent of any negligence of the Council) for any loss or damage for any interruption to or defect or malfunction in any Centre Services.

13. ASSOCIATION GOVERNANCE

- 13.1 On or before the Commencement Date the Association must provide to the Council's Representative a copy of its constitution and any other documents that regulate the governance and operations of the Association and a list of the names of the governing body of the Association.
- 13.2 The Association will ensure that its governance membership reflects and operates within a framework that evidences Principles of Good Governance for the Not for Profit Sector including ensuring a diverse mix of expertise and skills, age, gender and ethnicity.
- 13.3 The Association will be assisted by Council to maintain Australian Service Excellence Standards (ASES), accreditation, through training and assistance in maintaining and developing relevant procedures. Certificate level of accreditation
- 13.4 The Association must ensure any proposed changes to its constitution or any other documents that regulate the governance and operations of the Association, will not impact on Council. The Association must advise the Centre Co-ordinator and/or Council's representative of the details of any person who joins the governing body of the Association or ceases to be a constituent of the governing body of the Association within one month of such change occurring.
- 13.5 The Association's constitution and other documents that regulate the governance and operations of the Association must be consistent with the objectives for the Centre as detailed in **Annexure A**.

14. TERMINATION

14.1 Termination by Council

- 14.1.1 The Council may immediately terminate this agreement by giving notice to the Association if the Association:
- 14.1.1.1 ceases to carry on business or becomes otherwise unable to use the Centre or perform its obligations under this agreement; or
 - 14.1.1.2 breaches a material provision of this agreement; or
 - 14.1.1.3 breaches a provision of this agreement and fails to remedy the breach in accordance with clause 11;
 - 14.1.1.4 without reasonable cause wholly suspends the carrying out of its obligations pursuant to this agreement; or
 - 14.1.1.5 becomes insolvent.

14.2 Termination by Council if Funding Arrangements Change

- 14.2.1 If, despite its best endeavours, the Association is unable to generate sufficient income including through user fees, hall hire income and grant funding, to continue the performance of the Services, then the Association must immediately notify the Centre Coordinator and/or the Council's representative on becoming aware of this.
- 14.2.2 On receiving a notice from the Association pursuant to clause 14.2.1, the Centre Coordinator and/or the Council Representative:
- 14.2.2.1 must meet with the Association's Representative to determine if a suitable arrangement can be reached for the continued operation of the Services at the Centre; and
 - 14.2.2.2 may, if a suitable arrangement cannot be determined, terminate this Agreement.
- 14.2.3 If this Agreement is terminated under clause 14.2.2.2 the Association is not entitled to any compensation from the Council, except in relation to any outstanding breach of this Agreement by the Council.

14.3 Termination by Association

- 14.3.1 The Association may immediately terminate this agreement if the Council breaches a material provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

14.4 Accrued rights and remedies

- 14.4.1 Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

15. RIGHTS AND OBLIGATIONS ON EXPIRY

15.1 Expiry

15.1.1 This agreement and the licence granted pursuant to it will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Association under any other provision of this agreement.

15.2 Handover of Possession

15.2.1 Before this agreement comes to an end, subject to the Association and the Council entering into a new agreement for the continued use of the Site and the performance of the Services by the Association, the Association will:

15.2.1.1 if required by the Council, remove all of the fixtures and fittings and other equipment that it has installed in or brought on to the Site and repair any damage caused by such removal;

15.2.1.2 if required by the Council, no later than one month before this agreement comes to an end, provide the Council with a written summary of all alterations and additions made to the Site by the Association, whether those alterations and additions were authorised by the Council or not;

15.2.1.3 if required by the Council, remove any alterations or additions made to the Site by the Association and reinstate the Site to a standard commensurate with the standard of the Site at the commencement of the Term, fair wear and tear excluded; and

15.2.1.4 complete any repairs which the Association is obliged to carry out under this agreement.

15.3 Abandoned Goods

15.3.1 If, when this agreement comes to an end, the Association leaves any goods or equipment on the Site, the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the RCLA.

15.4 Review of Agreement

15.4.1 Prior to the expiry of the Term, the parties will meet and discuss in good faith whether the operation of this Agreement should be extended and, if so, whether any variations are required to the Agreement for the extended term to improve the operation of the Centre.

16. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

- 16.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement, and agrees that it will:
- 16.1.1 keep confidential;
 - 16.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
 - 16.1.3 maintain proper and secure custody of; and
 - 16.1.4 not use or reproduce in any form.
- 16.2 any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this agreement.
- 16.3 The *Freedom of Information Act 1991 (SA)* (**FOI Act**) gives members of the public rights to access Council documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.
- 16.4 The Association consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.
- 16.5 Subject to clause 16.1 and for the purposes of the FOI Act, the clauses and Schedules of this agreement specified in Item 9 of the Schedule are confidential (**confidential sections**).
- 16.6 Unauthorised disclosure of the confidential sections and the subject matter contained therein constitutes a breach of a party's obligations under this agreement.

17. REPRESENTATIVES

- 17.1 Each party must in writing appoint a Representative to administer the day to day operation of this agreement by exercising any functions of that party.
- 17.2 Only one Representative may be delegated any one function at the same time.
- 17.3 A party may vary its Representative by notice to the other party.

18. DISPUTE RESOLUTION

18.1 General

- 18.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.
- 18.1.2 A party claiming that a dispute has arisen under this agreement must give written notice, via its Representative, to the other party's Representative specifying the nature and details of the dispute.
- 18.1.3 On receipt of that notice by the other party's Representative, the parties' Representatives must negotiate in good faith to resolve the dispute.
- 18.1.4 If the parties' Representatives are unable to resolve the dispute within 10 Business Days, they must promptly refer the dispute:
 - 18.1.5 in the case of the Council, to the Centre Coordinator, or their nominee; and
 - 18.1.6 in the case of the Association to the Chairperson of the Association or their nominee
- 18.1.7 If the parties are unable to resolve the dispute within 10 Business Days of referral to the parties detailed in clauses 18.1.5 and 18.1.6, they must promptly refer the dispute:
 - 18.1.8 in the case of the Council to the Chief Executive Officer or their nominee; and
 - 18.1.9 in the case of the Association to the Chairperson.
- 18.1.10 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

18.2 Mediation

- 18.2.1 If those persons are unable to resolve the dispute within 10 Business Days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:
 - 18.2.1.1 a mediator agreed by the parties; or
 - 18.2.1.2 if the parties are unable to agree a mediator within five Business Days, a mediator nominated by the President of the Law Society or the President's nominee.
- 18.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.

18.2.3 Any information or documents disclosed by a party under this clause:

18.2.3.1 must be kept confidential; and

18.2.3.2 may not be used except to attempt to resolve the dispute.

18.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

18.3 Performance

18.3.1 If possible, each party must perform its obligations under this agreement during negotiations and mediation proceedings.

19. RELATIONSHIP

19.1 Customer service

19.1.1 In order to assist in achieving the best level of service to the residents and of the Council and the community generally, both parties agree to keep each other informed of any issues or reasonable complaints made to them at any time during the Term as soon as reasonably practical after receiving such complaint or becoming aware of such issue.

19.2 Relationship

19.2.1 This agreement does not create a relationship of employment, agency or partnership between the parties.

19.3 Regular meetings

19.3.1 The Council and the Association agree that there will be regular meetings held between the parties' Representatives in order to monitor the performance of the Services and the operation of the Centre.

19.3.2 The Council's Representative and/or the Centre Coordinator, the Association's Chairperson or delegate, will meet to discuss any matters that either party considers relevant to the Centre or the Services and minutes of the meetings must be taken. These meeting will be held two times per year, and/or as otherwise requested by either party.

19.3.3 The Council's Representative and/or the Centre Coordinator will attend the Association's Management Committee meetings at least two times per year and/or as otherwise requested by either party.

20. SUBCONTRACTING

20.1 Either party may subcontract any of its obligations pursuant to this agreement or any right or obligation under it without the prior written consent of the other party provided that the subcontractor can and does comply with the terms of this agreement.

21. ASSIGNMENT

21.1 Subject to the RCLA, the Association must not assign its interest in this agreement without the prior written consent of the Council (which consent may be given conditionally or unconditionally or withheld in the Council's absolute discretion).

22. SUB-LETTING

22.1 The Association may sub-licence or otherwise part with possession of the Site or any part of it during the Term provided that the sub-leasee's business is aligned with the objectives of the Association business and Council's objective for the Centre, and that prior to doing so it consults with the Council's Representative.

22.2 The Association acknowledges that its licence to use the Site pursuant to this agreement is non-exclusive and the Council may grant rights to third parties' to use parts of the Site during the Term provided that the Council takes reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

23. RECORDS AND FINANCIAL STATEMENTS

23.1 The Association must keep accurate and up to date records relating to its operation and management of the Centre, including:

23.1.1 copies of all written feedback received from users of the Centre and written records of relevant verbal feedback received from users of the Centre; and

23.1.2 financial records.

23.2 The Association must supply to the Council:

23.2.1 on or before the thirtieth day of January each year, a report on the operation of the Centre during the preceding six months ending 31 December; and

23.2.2 on or before the thirtieth day of July each year, a report on the operation of the Centre during the preceding six months ending or 30 June;

23.2.3 Any other reports or data as and when requested including information required to facilitate reporting to external funding bodies; Reports will be provided in the form and format requested by the Council.

- 23.3 Upon any reasonable request by the Council, the Association must provide the Council with copies of any records kept by the Association relating to the operation of the Centre.
- 23.4 Upon any reasonable request by the Council, the Association must provide any reports required by the Council to the Council to enable the Council to comply with its obligations under any other contractual agreement it may have with respect to the Centre or its operation.
- 23.5 Minutes of Association meetings will be made public to assist in informing the community regarding decisions of the Association.

24. APPLICATIONS FOR FUNDING

- 24.1 The Association must not make any application for funding which requires:
 - 24.1.1 a financial contribution from the Council; or
 - 24.1.2 an alteration to the Centre or the Site; or
 - 24.1.3 additional administrative burden on the Centre Coordinatorwithout first consulting with the Council's Representative.

25. COSTS

- 25.1 Each party will bear its own legal and other costs and expenses arising directly or indirectly with respect to the preparation, execution, completion and performance of this agreement and any other related documentation.

26. MISCELLANEOUS

26.1 Business Days

- 26.1.1 Except for the provision of Services, if the day on which an act is to be done under this agreement is not a Business Day, that act may be done on the next Business Day.

26.2 Alteration

- 26.2.1 This agreement may be altered only in writing signed by each party.

26.3 Approvals and consents

- 26.3.1 Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

26.4 Entire agreement

26.4.1 This agreement:

26.4.1.1 constitutes the entire agreement between the parties about its subject matter;

26.4.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

26.5 Waiver

26.5.1 A waiver of a provision of or right under this agreement:

26.5.1.1 must be in writing signed by the party giving the waiver;

26.5.1.2 is effective only to the extent set out in the written waiver.

26.6 Exercise of power

26.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

26.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

26.7 Survival

26.7.1 Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

26.8 Further action

26.8.1 Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

26.9 Governing law

26.9.1 This agreement is governed by the law in South Australia.

26.9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

26.10 Ombudsman

26.10.1 The Association acknowledges that the Ombudsman Act 1972 (SA) empowers the Ombudsman to investigate matters in the public interest. The Association must ensure compliance with all obligations arising under that or any other Act.

27. GOODS AND SERVICES TAX

27.1 Consideration does not include GST

27.1.1 Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

27.2 Gross up of consideration

27.2.1 Where a supply by one party (**Supplier**) to another party (**Recipient**) under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive');

27.2.2 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

27.2.3 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

27.3 Reimbursements

27.3.1 If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

27.4 Tax invoices

27.4.1 Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

27.5 Adjustments

27.5.1 If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

28. NOTICES

- 28.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
- 28.1.1 in writing, in English and signed by a person authorised by the sender; and
 - 28.1.2 hand delivered or sent by pre-paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.
- 28.2 A Notice is deemed to be received:
- 28.2.1 if hand delivered, on delivery;
 - 28.2.2 if sent by prepaid post, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);
 - 28.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender;
 - 28.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the Electronic Transactions Act 1999 (Cth) if the notice was being given under a law of the Commonwealth of Australia.
- 28.3 However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

Schedule

Item 1
Council

City of Salisbury ABN 82 615 416 895
 12 James Street, Salisbury SA 5108
 Representative: John Harry, CEO, City of Salisbury
 Email: jharry@salisbury.sa.gov.au
 Contact No: 08 8406 8201

Item 2
Association

Address :
 Representative :
 Fax and email :
 Contact no : :

Item 3
Centre

Item 4
Site

Item 5
Services

The delivery of programs and services to the community at the Centre which respond to community needs and which are consistent with the Council's Annual Business Plan and Budget, Strategic Plan and City Plan.

Item 6
Insurance requirements

Public liability insurance
 Minimum Amount: \$20 million
 Company:
 Policy:
 Expiry:

Item 7
Commencement Date



Item 8
Expiry Date

30th June 2022

Item 9
Confidential sections

Any customer related information unless disclosure is required by Law.



EXECUTED as an agreement

The common seal of CITY OF SALISBURY was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The common seal of XX)
Community Centre was affixed in)
accordance with its Constitution and in)
the presence of:)

.....
Seal Holder _____ (name)

.....
Seal Holder _____ (name)

Annexure A Performance Management Framework

1. Overview

- 1.1. The delivery of programs and services to the community at the Centre will respond to identified and emerging community needs.
- 1.2. Consideration will be given to alignment of services to the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).
- 1.3. The Services will align with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time).
- 1.4. A Results Based Accountability (RBA) framework, considered by the Department of Human Services as a best practice for measurement of impact and success, sits within the context of the Service Agreement between Council and The Department. Staff have been trained in RBA and will assist the Management Committees in meeting the reporting requirements.

2. The Association will with the support of the Centre Co-ordinator ensure:

- 2.1. compliance with all conditions of the agreement as specified; ensuring it performs the Services with skill, care and diligence.
- 2.2. that the constitution and other documents that regulate the governance and operations of the Association are consistent with agreed objectives for the Centre.
- 2.3. that the programs and services are developed and delivered utilising sector best practice methodology and community development principles.
- 2.4. Association members are given the opportunity to participate as part of the wider community centres team in the development and implementation of standards and processes as requested, including policies, procedures and other resources.
- 2.5. There is regular evidence of collaboration as a part of the reporting framework. Collaboration could be to improve service provision, and/or the effectiveness and efficiency of the running of the Centre.
- 2.6. Planning and delivery of programs and services for the community are aligned with the Association and where possible consideration is given to alignment with Council business planning objectives.
- 2.7. Business plan and performance data statistics are reported within Council reporting systems on a quarterly basis or as otherwise specified.
- 2.8. External grant funding objectives and deliverables are complied with and reported against, and funding is managed and acquitted according to service agreement requirements and/or as requested by Council within specified timeframes.
- 2.9. Performance data is gathered and recorded as required.
- 2.10. All relevant WHS and legislative requirements and obligations are complied with.
- 2.11. Association members and/or staff participate in any identified and/or prescribed training or professional development as appropriate to maintain abreast of relevant sector requirements or as requested by Council.
- 2.12. A positive relationship with Council and with other Associations and their management and staff in the delivery of programs and services for the community.

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- 2.13. Participate in biannual forums with other Associations and Council staff in the sharing of ideas and to identify opportunities for collaboration.
- 2.14. Compliance with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.
- 2.15. That Council is kept informed in a timely manner of any concerns or developments.

3. Council will:

- 3.1. Provide reasonable assistance to the Association to enable compliance with the terms of this agreement.
- 3.2. Provide Centre Coordination staff to the Association to support the provision of Services.
- 3.3. Facilitate the Association's development of Results Based Accountability framework required to deliver on Council's Department of Human Services.
- 3.4. Develop an annual training plan for the Association which assists in good governance, and provide training and development opportunities for Council employees, Committee members and volunteers. The delivery of the training plan will be contingent on funding available, and agreed identified priorities of the Association. This may include but not be limited to:
 - a. Annual Management Training workshops for Committee Members;
 - b. Gap analysis regarding the needs of the Association and it's governing body;
 - c. Access to training, support and advice as required to assist with legal and WHS compliance;
 - d. General Governance including Risk;
 - e. Results Based Accountability measurements and frameworks;
 - f. Understanding demographics and assessing community need;
 - g. Sponsorship of Council employees to attend one-off seminars and conferences;
 - h. Workshops for Centre participants and volunteers;
 - i. Professional development activities in response to Performance Development Reviews for Council employees;
 - j. Visits by Centre delegates to other projects and programs.
- 3.5. Provide assistance to the Association and staff in the operation of the Centre, by helping to attract, develop, support and retain volunteers through Council's volunteer service team.
- 3.6. Provide assistance to the Association in helping to identify and attract a diverse Management Committee as needed.
- 3.7. Assist the Association collaborate with other organisations to facilitate programs which meet community needs, or improve effectiveness and efficiency of the centre.
- 3.8. Comply with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.

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Annexure B**Community Centre – Facilities and Grounds Maintenance, Repair and Cleaning Responsibilities**

External Building	Association's Responsibility	Council's Responsibility
Doors/locking mechanisms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Quote against projects required Painting to be inline with the asset management plan
Playground Equipment	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Roof & guttering	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repair/replace roof covering Repair roof leaks Council to regularly clean and keep free of debris
Security lights	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Solar Panels	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Signs	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Stormwater system/Irrigation systems	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot wash/clean as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain structural stability - replace / repair / repaint Remove graffiti
Windows	<ul style="list-style-type: none"> Report any issues by CRM request process Clean glazing Clean screens and ledges 	<ul style="list-style-type: none"> B Maintenance and replacement responsibility (like for like) Repair/replace frames/screens and opening/closing mechanism Replace glazing Assist in access required for screen removal/cleaning to association

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Internal Building	Association's Responsibility	Council's Responsibility
Airconditioning units/thermostats	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like)
Carpets	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Clean - removal of all stains as required 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair/replace to appropriate finish
Ceilings	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Keep free of cobwebs etc 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) High Cleans -annually Repair, eg roof leaks/replace Repaint as required
Drainage piping	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Electrical services - switch- boards, distribution boards, power/lighting circuits	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Fire Services - (extinguishers, exit lights, smoke detectors)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain and arrange periodic checks
Hot water system/Cold water system	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Total maintenance responsibility
Internal walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot clean as needed Keep free of mould/grime 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Lighting	<ul style="list-style-type: none"> Report when replacements needed or any other issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Loose furniture, eg freestanding cupboards, curtains, chairs, etc	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets Repair, replace as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) for equipment specifically for the use of the Council staff person Repair, replace as needed
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repaint as required to consistent standard (ie: no part paints to room spaces)
Security Alarms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Supply codes to the Association
Security Cameras (internal and external)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Special equipment	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets 	<ul style="list-style-type: none"> Total maintenance responsibility for Council's assets
Stoves: hardwired/gas	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Telecommunications - phone/PABX systems (Bagster, Burton, The Paddocks, and Salisbury East)	<ul style="list-style-type: none"> Total responsibility 	<ul style="list-style-type: none"> Nil responsibility
Telecommunications - phone/PABX systems (Poonaka Farm and Morels)	<ul style="list-style-type: none"> Replacement of existing handsets Additional handsets Additional cabling 	<ul style="list-style-type: none"> Provision of phone service
Vinyl/concrete/tiled/ other floors	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Water/waste services - associated fittings	<ul style="list-style-type: none"> Report any issues by CRM request process Clean fittings, eg taps, toilets, sinks 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)

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Grounds	Association's Responsibility	Council's Responsibility
Grounds - checking and maintenance	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Weeding, litter and turf maintenance, pruning and vegetation management, debris removal from footpaths etc, checking of irrigation systems - 3 weekly
Garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Re-mulch annually
Turf and garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Fertilize bi-annually
Other maintenance	<ul style="list-style-type: none"> • Report any issues by CRM request process • Ad hoc as arranged / negotiated • Sweep, water if required 	<ul style="list-style-type: none"> • Ad hoc as arranged / negotiated

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COLLABORATION AGREEMENT

City of Salisbury

Management Committee

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DATE

PARTIES

City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108 (**Council**)

The party detailed in Item 1 of the Schedule (**Association**)

BACKGROUND

- A. The Site is owned by the Council. Situated on the Site is the Centre.
- B. The Centre is a community centre in the Council area. These types of community centres were previously known as Neighbourhood Houses.
- C. Community centres provide a vital role in supporting and developing social and educational life within the Council area. The community centres do this by delivering long term learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- D. Centres provide these personal growth opportunities via a wide variety of activities including arts and crafts, recreational pursuits and room hire for training, education and community celebrations.
- E. The Council has worked with and assisted the Association over many years to deliver programs from the Centre which achieves these outcomes.
- F. The Council wishes to continue to work collaboratively with the Association to provide programs and services to the Council's constituents.
- G. To this end, the parties now enter into this agreement to record their agreement on how the Centre will continue to be used by the Association and how the Services will continue to be provided from the Centre.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Association means the association identified in Item 2 of the Schedule and where the context permits includes the members, employees, contractors, agents and invitees of the Association.

Authorisation means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Centre means the Centre detailed in Item 3 of the Schedule.

Centre Services includes all services (including gas, electricity and water and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Centre or the Site supplied by any authority, the Council or any other person the Council authorises.

Commencement Date means the date specified in Item 7 of the Schedule.

Confidential Information means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

Council means the City of Salisbury and where the context permits includes the officers, employees, contractors and agents of the Council.

Council Equipment means the plant, equipment and facilities owned by the Council and made available for use by the Association at the Centre.

Council Representative means a relevant person from Council. In general, the first contact point for the Management Committee will be through the **Centre Coordinator**; however, the Coordinator will often need to follow up or refer matters to their supervisor, or **another Council Representative**, depending on the particular situation. See also 'Representative' below.

Expiry Date means the date specified in Item 8 of the Schedule, unless this agreement is terminated earlier in accordance with this agreement.

Governmental Agency means any government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

Plan means the plan to this Agreement.

Representative means a person appointed by a party pursuant to clause 17.

RCLA means the *Retail and Commercial Leases Act 1995 (SA)*.

Services means the services specified in Item 5 of the Schedule.

Site means the land detailed in Item 4 of the Schedule.

Statutory Requirements means all relevant and applicable Laws and all lawful conditions, requirements, notices and directives issued or applicable under any such Law.

Term means the period starting on the Commencement Date and ending on the Expiry Date.

Valuer means a qualified valuer appointed to make a determination under this agreement:

- (a) who will be appointed as agreed by the Council and the Association or, failing agreement within 10 Business Days of either notifying the other of the requirement for such appointment at the request of either the Council or the Association, by the person holding or acting in the position of President of the South Australian Division of the Australian Property Institute;
- (b) who must have practiced as a valuer with a minimum of 5 years relevant experience;
- (c) who is licensed to practice as a valuer of the kind of premises and services in respect of which the review is required; and
- (d) who must act as an expert and not as an arbitrator.

Variation means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

WHS means Work Health and Safety Policy has the meaning given to that term in clause 7.1.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.14 an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.15 this agreement will be read and interpreted subject to the provisions of the RCLA and, to the extent to which there is any inconsistency with the provisions of the RCLA, those provisions of the RCLA will override the terms of this agreement; and
- 1.2.16 any right, power or remedy of the Council or obligation or liability of the Association which is affected by the RCLA (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the RCLA.

2. GRANT OF LICENCE AND PERFORMANCE OF SERVICES

- 2.1 In consideration of the Association agreeing to assist with the operation of the Centre by performing the Services, the Council grants, and the Association accepts for the Term a licence of the Site for the purpose of providing the Services on the terms and conditions set out in this agreement.
- 2.2 In consideration of the grant of licence referred to at clause 2.1, the Association agrees with the Council to assist it with the operation of the Centre by performing the Services.
- 2.3 The Association may engage in any other business, occupation or activity during the Term, that is consistent with the type and scope of services covered by the agreement, and does not detrimentally affect the performance of the Services.

3. THE SERVICES

3.1 General

- 3.1.1 The Services are to be provided by the Association to assist the Council with the operation of the Centre for the benefit of the community in the relevant part of the Council area.
- 3.1.2 Community Centres provide a vital role in supporting and developing social and educational life within the Council area. The Services will include the delivery of lifelong learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- 3.1.3 The design of Services should consider alignment with the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).

3.2 How the Services are to be set

- 3.2.1 The Services to be provided by the Association at the Centre are to:
 - 3.2.1.1 be formulated in advance for each calendar year or quarter (depending on what is the most appropriate for each type of Service);
 - 3.2.1.2 be formulated by the Association with the support of the Centre Coordinator, and any other Council representative;
 - 3.2.1.3 be consistent with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time);
 - 3.2.1.4 respond to the identified and emerging needs of the community in the relevant part of the Council area;
 - 3.2.1.5 comply with requirements as identified, relevant to external funding accountability or legislative changes; and
 - 3.2.1.6 comply with requirements of funding relating to the Department of Families and Social Inclusion Agreement with Council.
 - 3.2.1.7 if agreement is unable to be reached in the setting of services and/or any changes to services then the parties should continue to undertake negotiations in good faith until such a time as there is a breach of the Performance Management Framework (Annexure A) and clause 11 of the agreement is invoked

3.3 Changes to the Services

- 3.3.1 Either party's Representative may, at any time, advise the other party's Representative of any change or addition to the Services that it would like implemented.

- 3.3.2 At any time that a party's Representative advises the other party's Representative of a change or addition in accordance with clause 3.3.1, the parties must meet within a reasonable time to discuss and consider the change or addition and determine if the change or addition is to be implemented.
- 3.3.3 When considering any change or addition pursuant to clause 3.3.2, the matters to be considered by the parties include, but are not limited to, the needs of the community at that particular time, any potential future needs of the community, cost and budget implications, equipment, goods, personnel or facilities required and any other relevant matters.
- 3.3.4 Notwithstanding this clause, the Association and Council acknowledge that modifications to operations and/or procedures during the Term may necessitate modifications to the Services and the method of their delivery. This is a major factor to be considered by the parties in relation to any change or addition to the Services sought by either the Association or the Council's Representative.

4. STANDARD AND SCOPE OF SERVICES

4.1 General

- 4.1.1 The Association must perform the Services and do so with all the skill, care and diligence.
- 4.1.2 During the Term the Association must devote such of its time and ability as is appropriate and reasonably necessary for the proper performance of the Services.

4.2 Legal compliance - Authorisations

- 4.2.1 The Association warrants to the Council that it holds all Authorisations required for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.
- 4.2.2 The Association at its costs will obtain all further Authorisations it requires during the Term for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.

4.3 Legal compliance – Laws, policies and contracts

- 4.3.1 In performing the Services, the Association must:
- 4.3.1.1 comply with all Laws and the requirements of any Governmental Agency including the requirements of the

Work Health and Safety Act 2012 (SA) and any regulations made under it;

- 4.3.1.2 comply with all contractual obligations imposed on the Council from time to time in relation to the operation of the Centre, including obligations under any funding agreement relating to the Centre (**Contractual Obligation**) (and to the extent of any inconsistency between the terms of this Agreement and Contractual Obligations, the terms of the Contractual Obligation will prevail); and
- 4.3.1.3 comply with all relevant policies in relation to the Centre and the provision of the Services (**Policy**) (and to the extent of any inconsistency between the terms of this Agreement and the terms of any Policy, the terms of this Agreement will prevail).

4.4 Reporting of Incidents

- 4.4.1 The Association must promptly notify the Council's Representative of any accident, injury, property or environmental damage or any potential breach of any Law (**reportable incident**) that occurs during or as a result of this agreement. Within 24 hours of a reportable incident, the Association, with the support of the Centre Coordinator, must provide a report to the appropriate Council's Representative giving complete details, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.5 Use of Council Equipment

- 4.5.1 The Council may provide the Association with the use of Council Equipment for the provision of the Services.
- 4.5.2 The Association must maintain all Council Equipment in a safe and good working condition

4.6 Association's Equipment

- 4.6.1 The Association must, at its own expense, supply or arrange for the supply of all other goods, plant, equipment and facilities required for the performance of the Services and maintain them in a safe and good working condition.

4.7 Keep Council Informed

- 4.7.1 The Association must keep the Council's representative and/or the Centre Coordinator fully and regularly informed as to all matters affecting or relating to the Services and must provide to the Council any information reasonably requested by the Council to monitor the performance of the Association's obligations under this agreement.

5. EMERGENCIES

5.1 If, in the opinion of the Centre Coordinator and/or the Council's representative an emergency exists which poses a risk to public health, public safety or the environment the Council's Representative may:

- 5.1.1 direct the Association to provide additional or varied Services;
- 5.1.2 require the Association to cease providing the Services or any part of the Services for a specified period; or
- 5.1.3 require the Association and the Association's staff and invitees to leave or not enter the Site or the Centre and/or to cease providing access to the Site to all users and members of the public;

for the duration of the emergency.

6. PERSONNEL

6.1 Association's Personnel

- 6.1.1 The Association must use its best endeavours to ensure that there are sufficient people to perform the Services in accordance with this agreement.
- 6.1.2 The Association is responsible for the performance of the Services by the personnel (including its subcontractors) engaged by it and is not relieved of its obligations or liabilities under this agreement.

6.2 Council's Personnel

- 6.2.1 The Council will provide one full time or full time equivalent Council employee at the Centre (the Centre Coordinator), whilst there is capacity within the funding arrangements, and providing there is no material change in the scope of services required.
- 6.2.2 Should the staffing levels and /or the service delivery requirements change, some terms within the Collaboration Agreement may need to be renegotiated.
- 6.2.3 The Centre Coordinator is provided to:
 - 6.2.3.1 provide the Association with guidance on and assistance with the operation of the Centre and the provision of the Services;
 - 6.2.3.2 provide the Association with support in its operations that relate to the Centre, for example, the obtaining of funding for the provision of the Services; and
 - 6.2.3.3 provide general support to the Association in its day to day management of the Centre.
- 6.2.4 If the Council deems it to be appropriate, the Council may provide additional personnel to assist with the operation of the Centre and the performance of the Services from time to time.

- 6.2.5 The Association must ensure that all of the Council's personnel are treated in an appropriate and business-like manner at all times.

6.3 Volunteers

- 6.3.1 Council is responsible for the best practice management of City of Salisbury volunteers.
- 6.3.2 The Council volunteer support team will provide assistance to the Association in attracting and retaining a diverse volunteer base.
- 6.3.3 The Association will follow Council guidelines and processes for the recruitment and management of volunteers.
- 6.3.4 Volunteers engaged in non-committee volunteer roles are considered volunteers of the City of Salisbury.
- 6.3.5 Volunteers engaged in Management Committee roles are considered volunteers of the Association.
- 6.3.6 Volunteers who engage in both Management Committee and non-committee roles will be considered volunteers of the City while acting in the non-committee role and volunteers of the Association while acting in a Management Committee role.

7. ASSOCIATION'S SPECIFIC WORK HEALTH AND SAFETY OBLIGATIONS

7.1 Association's Requirement to Inform Itself

- 7.1.1 The Association must inform itself of all health and safety policies, procedures or measures implemented or adopted by the Council (**Council's WHS Policy**) from time to time during the Term. The Association must comply with all such policies, procedures or measures relevant to the Association's performance of its obligations under this agreement and in the event of any inconsistency, will comply with such procedures or measures which produce the highest level of health and safety.
- 7.1.2 The Council will provide reasonable assistance to the Association for the Association to comply with its obligations pursuant to clause 7.1.1.

7.2 Legislative Compliance

- 7.2.1 The Association and the Council must both comply with and ensure that its employees, subcontractors, agents and volunteers comply with any Law, Codes of Practice, Australian Standards and the Council's WHS Policy which are in any way applicable to this agreement or the performance of its obligations under this agreement.

7.3 Non-Compliance

- 7.3.1 If during the performance of this agreement the Council's Representative informs the Association that it is the opinion of Council's Representative that the Association is:
- 7.3.1.1 not using the Site or conducting its obligations pursuant to this agreement in compliance with its obligations pursuant to clauses 7.1 and 7.2; or
 - 7.3.1.2 performing the Services in such a way as to endanger the health and safety of the Association, the Council or its plant, equipment or materials or members of the public generally,
 - 7.3.1.3 the Association shall promptly remedy that breach of health and safety and the relevant Council Representative may direct the Association to stop using the Site and/or suspend the Services or such part of the Services as the Council's Representative determines until such time as the Association satisfies the Council's Representative that the Site will be used and the Services will be resumed in conformity with applicable health and safety provisions.

8. DAMAGE OR DESTRUCTION

- 8.1 If the Centre or any part of the Centre is damaged and as a result of that damage, the Centre or any part of it cannot be used for the provision of the Services or are inaccessible then for the period during which the Centre cannot be so used or is inaccessible, neither party will be obliged to comply with its obligations in relation to the provision of the Services during this time in relation to the part or parts of the Centre that are damaged.
- 8.2 If the Council notifies the Association in writing that the Council considers that damage to the Centre is such as to make its repair impractical or undesirable, the Council or the Association may terminate this agreement by giving not less than 5 Business Days written notice to the other party.
- 8.3 If the Council does not terminate this agreement under clause 8.2 and the Council fails to repair the damage within a reasonable time the Association may terminate this agreement by giving not less than 5 Business Days written notice to the Council.
- 8.4 If this agreement is terminated by either party under this clause 8 then the rights and obligations of the Council and the Association will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 8.5 The provisions of this clause 8 do not prejudice or alter the rights and entitlements of the Council to recover loss and damage from the Association if and to the extent that the damage to the Centre or any part of it is caused or contributed to by any deliberate or negligent act or omission on the part of the Association or any Users.

9. INSURANCE

- 9.1 The Association must maintain at all times during the Term all insurances required by Law or this agreement, including:
- 9.1.1 **Public Liability**
- 9.1.1.1 The Association must take out and maintain public liability insurance for the amount specified in Item 6 of the Schedule or any other amount the Council requires in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Association under this agreement.
- 9.1.2 **Insurance for the Association's Equipment**
- 9.1.2.1 The Association must maintain insurance in respect of all of the plant and equipment at the Centre from time to time for its full replacement value.
- 9.1.3 **Other Insurance**

9.1.3.1 The Association must take out and maintain any other insurances required by Law.

9.2 The Association must with the support of the Centre Coordinator, produce a Certificate of Currency as evidence of those insurances to the appropriate Council Representative upon renewal.

9.3 All insurance policies must bear endorsements from the insurer:

9.3.1 that it will notify the Council if the policy is cancelled or altered or allowed to lapse; and

9.3.2 that the insurer accepts the indemnities given by the Association to the Council pursuant to this agreement.

9.4 The Association must not allow any act or omission which would make any policy of insurance void or unenforceable.

9.5 Council will reimburse the Association for Professional Indemnity Insurance (or Directors and Officers) and Voluntary Workers Personal Accident Insurance on presentation of an invoice and evidence of payment within the current financial year.

10. INDEMNITY AND EXCLUSION OF LIABILITY

10.1 The Association must indemnify the Council and its employees, officers and contractors (of all levels) against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Association, a breach by the Association of this agreement, a wilful unlawful or negligent act or omission of the Association, and any claim action or proceeding by a third party against the Council or its employees officers and contractors (of all levels) caused or contributed to by the Association.

10.2 The Association must indemnify the Council from any liability, costs, penalties or additional premiums the Association or its contractors may incur under the provisions of the Workers Rehabilitation and Compensation Act, 1986 (SA) arising from any aspect of the Services to be performed by the Association or any other obligations arising under this agreement.

10.3 The indemnities in clauses 10.1 and 10.2 are reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.

10.4 The Association must occupy the Site and perform the Services at its own risk in all things and releases the Council and its employees, officers, members and contractors (of all levels) from all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Association which arise from the Association's occupation of the Site or performance of the Services.

10.5 For the avoidance of doubt, all reference in this clause 10 to the Association includes all members, officers, volunteers, employees, contractors (of all levels) and agents of the Association and all persons authorised to use the Site or any part of it by Association and those persons' invitees and visitors.

11. NON PERFORMANCE BY EITHER PARTY TO THIS AGREEMENT

- 11.1 If either party breaches a provision of this agreement, the Representative of that party will:
- 11.1.1 give the notice of the breach (to the other party's representative) within 14 days; and
 - 11.1.2 convene a meeting between the Centre Coordinator and/or Council's representative and the Association's Representative to discuss the breach and how it may be remedied.
- 11.2 If the party who has been notified of the breach in accordance with clause 11.1.1 and participates in a meeting to discuss the breach and the means of remedying it in accordance with clause 11.1.2, then fails to remedy the breach within a reasonable time, the other party may:
- 11.2.1 remedy the breach itself and seek reimbursement of the same from the as a debt due; and/or
 - 11.2.2 terminate this agreement in accordance with clause 14; and/or
 - 11.2.3 pursue any other legal remedies.

12. ADDITIONAL TERMS AND CONDITIONS RELATING TO THE USE OF THE SITE

12.1 Power and Utilities

- 12.1.1 The Association must pay when they are due for payment, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities, except water, supplied to or used from the Site.
- 12.1.2 The Council must pay when they are due for payment all costs for the consumption of water supplied to or used from the Site.

12.2 Rates and Taxes

- 12.2.1 The Council must pay all applicable Council rates and taxes levied or assessed against the Site.

12.3 Use of the Site

- 12.3.1 The Association must only use the Site for the provision of the Services and must not use the Site for any other use without the Council's Representative's prior written consent.

12.4 Offensive Activities

- 12.4.1 The Association must not carry on, or permit or suffer to be carried on, any offensive or dangerous activities on or from the Site or create a nuisance or disturbance either:
 - 12.4.1.1 for the Council;

12.4.1.2 for users of the Centre; or

12.4.1.3 for the owners or occupiers of any adjoining property; and

12.4.1.4 must ensure at all times that activities conducted on or from the Site will not bring any discredit upon the Council.

12.5 Use of Centre Services

12.5.1 The Association must ensure that the Centre Services are used carefully and responsibly. On some occasions the Council's Representative in consultation with the Association, may provide advice on risks related to careful and responsible use. The Council's representative will work with Associations to determine and mitigate any potential risks identified.

12.5.2 The Association is responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Centre Services by the Association or any Users.

12.6 Cleaning

12.6.1 The Association must keep the Centre clean, neat and tidy at all times.

12.6.2 As part of its obligations in clause 12.6.1, the Association must perform all of the cleaning duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.

12.6.3 The Council must perform all of the cleaning maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B.

12.7 Repair and Maintenance

12.7.1 The Council must ensure that the Centre is in good repair at all times.

12.7.2 As part of its obligation in clause 12.7.1, the Association must perform all of the repair and maintenance duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.

12.7.3 The Council must perform all of the repair and maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B.

12.7.4 The Association must complete all repairs and maintenance at the Centre for which it is responsible under this agreement as soon as practicable after the need for such repairs and maintenance arises.

12.7.5 The Council will be responsible for undertaking all repairs and maintenance at the Centre which is of a structural nature, except to

the extent that such repairs are required as a full or partial result of any negligent or wilful act or omission of the Association.

12.7.6 If the Association becomes aware of the need for any structural repairs and maintenance to be undertaken at the Centre, the Association must notify the Council of the same in accordance with Council procedures as soon as possible.

12.7.7 The Association shall not undertake any work outside of what is identified as an Association responsibility, as per Annexure B.

12.7.8 If there is disagreement between the parties as to whether any repairs or maintenance required to be undertaken at the Centre are of a structural nature, such disagreement will be determined in accordance with clause 18 of this agreement.

12.7.9 The Association shall notify Council when damages are present that have been caused by any act or omission of the Association, its employees, contractors (of all levels), agents and volunteers.

12.8 Liquor, Gaming and Smoking

12.8.1 The Association must not:

12.8.1.1 apply for any licence pursuant to the Liquor Licensing Act 1997(SA) or the Gaming Machines Act 1992(SA) without the prior written consent of the Council; or

12.8.1.2 serve, sell or provide to persons, or consume or allow persons to consume, alcohol or alcoholic beverages on the Site without the prior consent of the Council's Representative;

12.8.1.3 permit or suffer smoking within the centre with the exception of any prescribed zones;

12.8.1.4 Designated areas outside the centre are specified for smoking providing they are clear of other customers, staff and volunteers, and not close to windows, air conditioning or other amenities where the practice may cause harm.

12.9 Fire Precautions

12.9.1 *Council's responsibilities*

12.9.1.1 The Council must ensure that all first safety equipment at the Centre complies with all Statutory Requirements.

12.9.2 *Association's responsibilities*

12.9.2.1 The Association must comply with all directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

12.9.3 Both parties' responsibilities

12.9.3.1 Both parties must, at their cost, comply with all Statutory Requirements relating to fire safety and procedures.

12.10 Alterations by the Association

12.10.1 The Association must not carry out any alterations, or make any additions, to the Site or the Centre without Council's prior written consent (which consent may be withheld or granted in the Council's absolute discretion and if granted may be granted unconditionally or on such conditions as the Council sees fit).

12.11 Signs

12.11.1 The Association must not affix, or permit or suffer to be affixed, any signs inside or outside of the Centre except signs that are approved by the Council Representative.

12.12 Right to enter

12.12.1 Subject to clause 12.12.2, the Council may (except in the case of emergency when no notice will be required) enter the Site after giving the Association reasonable notice:

12.12.1.1 to see the state of repair of the Site;

12.12.1.2 to do maintenance or repairs to the Site or other works which cannot reasonably be done unless the Council enters the Site;

12.12.1.3 to do anything the Council must or may do under the licence granted pursuant to this agreement or must do under any Law or to satisfy the requirements of any Government Agency; and

12.12.1.4 to show prospective lessees or licensees through the Site.

12.12.2 When exercising any of its rights pursuant to clause 12.12.1, the Council must (except in cases of emergency) take all reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

12.13 Restrictions

12.13.1 Subject to clause 12.13.2, the Council may install, use, maintain, repair, alter, and interrupt any Centre Services.

12.13.2 When exercising its rights pursuant to clause 12.13.1, the Council must (except in cases of emergency) take reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

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- 12.13.3 Despite anything else in this agreement, the Council is not liable (except to the extent of any negligence of the Council) for any loss or damage for any interruption to or defect or malfunction in any Centre Services.

13. ASSOCIATION GOVERNANCE

- 13.1 On or before the Commencement Date the Association must provide to the Council's Representative a copy of its constitution and any other documents that regulate the governance and operations of the Association and a list of the names of the governing body of the Association.
- 13.2 The Association will ensure that its governance membership reflects and operates within a framework that evidences Principles of Good Governance for the Not for Profit Sector including ensuring a diverse mix of expertise and skills, age, gender and ethnicity.
- 13.3 The Association will be assisted by Council to gain Australian Service Excellence Standards (ASES), accreditation, through training and assistance in maintaining and developing relevant procedures.
- 13.4 The Association must ensure any proposed changes to its constitution or any other documents that regulate the governance and operations of the Association, will not impact on Council. The Association must advise the Centre Co-ordinator and/or Council's representative of the details of any person who joins the governing body of the Association or ceases to be a constituent of the governing body of the Association within one month of such change occurring.
- 13.5 The Association's constitution and other documents that regulate the governance and operations of the Association must be consistent with the objectives for the Centre as detailed in **Annexure A**.

14. TERMINATION

14.1 Termination by Council

- 14.1.1 The Council may immediately terminate this agreement by giving notice to the Association if the Association:
- 14.1.1.1 ceases to carry on business or becomes otherwise unable to use the Centre or perform its obligations under this agreement; or
 - 14.1.1.2 breaches a material provision of this agreement; or
 - 14.1.1.3 breaches a provision of this agreement and fails to remedy the breach in accordance with clause 11;
 - 14.1.1.4 without reasonable cause wholly suspends the carrying out of its obligations pursuant to this agreement; or
 - 14.1.1.5 becomes insolvent.

14.2 Termination by Council if Funding Arrangements Change

- 14.2.1 If, despite its best endeavours, the Association is unable to generate sufficient income including through user fees, hall hire income and grant funding, to continue the performance of the Services, then the Association must immediately notify the Centre Coordinator and/or the Council's representative on becoming aware of this.
- 14.2.2 On receiving a notice from the Association pursuant to clause 14.2.1, the Centre Coordinator and/or the Council Representative:
- 14.2.2.1 must meet with the Association's Representative to determine if a suitable arrangement can be reached for the continued operation of the Services at the Centre; and
 - 14.2.2.2 may, if a suitable arrangement cannot be determined, terminate this Agreement.
- 14.2.3 If this Agreement is terminated under clause 14.2.2.2 the Association is not entitled to any compensation from the Council, except in relation to any outstanding breach of this Agreement by the Council.

14.3 Termination by Association

- 14.3.1 The Association may immediately terminate this agreement if the Council breaches a material provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

14.4 Accrued rights and remedies

- 14.4.1 Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

15. RIGHTS AND OBLIGATIONS ON EXPIRY

15.1 Expiry

- 15.1.1 This agreement and the licence granted pursuant to it will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Association under any other provision of this agreement.

15.2 Handover of Possession

- 15.2.1 Before this agreement comes to an end, subject to the Association and the Council entering into a new agreement for the continued use of the Site and the performance of the Services by the Association, the Association will:

- 15.2.1.1 if required by the Council, remove all of the fixtures and fittings and other equipment that it has installed in or brought on to the Site and repair any damage caused by such removal;
- 15.2.1.2 if required by the Council, no later than one month before this agreement comes to an end, provide the Council with a written summary of all alterations and additions made to the Site by the Association, whether those alterations and additions were authorised by the Council or not;
- 15.2.1.3 if required by the Council, remove any alterations or additions made to the Site by the Association and reinstate the Site to a standard commensurate with the standard of the Site at the commencement of the Term, fair wear and tear excluded; and
- 15.2.1.4 complete any repairs which the Association is obliged to carry out under this agreement.

15.3 Abandoned Goods

- 15.3.1 If, when this agreement comes to an end, the Association leaves any goods or equipment on the Site, the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the RCLA.

15.4 Review of Agreement

- 15.4.1 Prior to the expiry of the Term, the parties will meet and discuss in good faith whether the operation of this Agreement should be extended and, if so, whether any variations are required to the Agreement for the extended term to improve the operation of the Centre.

16. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

- 16.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement, and agrees that it will:
- 16.1.1 keep confidential;
 - 16.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
 - 16.1.3 maintain proper and secure custody of; and
 - 16.1.4 not use or reproduce in any form.
- 16.2 any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this agreement.
- 16.3 The *Freedom of Information Act 1991 (SA)* (**FOI Act**) gives members of the public rights to access Council documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.
- 16.4 The Association consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.
- 16.5 Subject to clause 16.1 and for the purposes of the FOI Act, the clauses and Schedules of this agreement specified in Item 9 of the Schedule are confidential (**confidential sections**).
- 16.6 Unauthorised disclosure of the confidential sections and the subject matter contained therein constitutes a breach of a party's obligations under this agreement.

17. REPRESENTATIVES

- 17.1 Each party must in writing appoint a Representative to administer the day to day operation of this agreement by exercising any functions of that party.
- 17.2 Only one Representative may be delegated any one function at the same time.
- 17.3 A party may vary its Representative by notice to the other party.

18. DISPUTE RESOLUTION

18.1 General

- 18.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.
- 18.1.2 A party claiming that a dispute has arisen under this agreement must give written notice, via its Representative, to the other party's Representative specifying the nature and details of the dispute.
- 18.1.3 On receipt of that notice by the other party's Representative, the parties' Representatives must negotiate in good faith to resolve the dispute.
- 18.1.4 If the parties' Representatives are unable to resolve the dispute within 10 Business Days, they must promptly refer the dispute:
- 18.1.5 in the case of the Council, to the Centre Coordinator, or their nominee; and
- 18.1.6 in the case of the Association to the Chairperson of the Association or their nominee
- 18.1.7 If the parties are unable to resolve the dispute within 10 Business Days of referral to the parties detailed in clauses 18.1.5 and 18.1.6, they must promptly refer the dispute:
- 18.1.8 in the case of the Council to the Chief Executive Officer or their nominee; and
- 18.1.9 in the case of the Association to the Chairperson.
- 18.1.10 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

18.2 Mediation

- 18.2.1 If those persons are unable to resolve the dispute within 10 Business Days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:
- 18.2.1.1 a mediator agreed by the parties; or
- 18.2.1.2 if the parties are unable to agree a mediator within five Business Days, a mediator nominated by the President of the Law Society or the President's nominee.
- 18.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.

18.2.3 Any information or documents disclosed by a party under this clause:

18.2.3.1 must be kept confidential; and

18.2.3.2 may not be used except to attempt to resolve the dispute.

18.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

18.3 Performance

18.3.1 If possible, each party must perform its obligations under this agreement during negotiations and mediation proceedings.

19. RELATIONSHIP

19.1 Customer service

19.1.1 In order to assist in achieving the best level of service to the residents and of the Council and the community generally, both parties agree to keep each other informed of any issues or reasonable complaints made to them at any time during the Term as soon as reasonably practical after receiving such complaint or becoming aware of such issue.

19.2 Relationship

19.2.1 This agreement does not create a relationship of employment, agency or partnership between the parties.

19.3 Regular meetings

19.3.1 The Council and the Association agree that there will be regular meetings held between the parties' Representatives in order to monitor the performance of the Services and the operation of the Centre.

19.3.2 The Council's Representative and/or the Centre Coordinator, the Association's Chairperson or delegate, will meet to discuss any matters that either party considers relevant to the Centre or the Services and minutes of the meetings must be taken. These meeting will be held two times per year, and/or as otherwise requested by either party.

19.3.3 The Council's Representative and/or the Centre Coordinator will attend the Association's Management Committee meetings at least two times per year and/or as otherwise requested by either party.

20. SUBCONTRACTING

20.1 Either party may subcontract any of its obligations pursuant to this agreement or any right or obligation under it without the prior written consent of the other party provided that the subcontractor can and does comply with the terms of this agreement.

21. ASSIGNMENT

21.1 Subject to the RCLA, the Association must not assign its interest in this agreement without the prior written consent of the Council (which consent may be given conditionally or unconditionally or withheld in the Council's absolute discretion).

22. SUB-LETTING

22.1 The Association may sub-licence or otherwise part with possession of the Site or any part of it during the Term provided that the sub-leasee's business is aligned with the objectives of the Association business and Council's objective for the Centre, and that prior to doing so it consults with the Council's Representative.

22.2 The Association acknowledges that its licence to use the Site pursuant to this agreement is non-exclusive and the Council may grant rights to third parties' to use parts of the Site during the Term provided that the Council takes reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

23. RECORDS AND FINANCIAL STATEMENTS

23.1 The Association must keep accurate and up to date records relating to its operation and management of the Centre, including:

23.1.1 copies of all written feedback received from users of the Centre and written records of relevant verbal feedback received from users of the Centre; and

23.1.2 financial records.

23.2 The Association must supply to the Council:

23.2.1 on or before the thirtieth day of January each year, a report on the operation of the Centre during the preceding six months ending 31 December; and

23.2.2 on or before the thirtieth day of July each year, a report on the operation of the Centre during the preceding six months ending or 30 June;

23.2.3 Any other reports or data as and when requested including information required to facilitate reporting to external funding bodies; Reports will be provided in the form and format requested by the Council.

- 23.3 Upon any reasonable request by the Council, the Association must provide the Council with copies of any records kept by the Association relating to the operation of the Centre.
- 23.4 Upon any reasonable request by the Council, the Association must provide any reports required by the Council to the Council to enable the Council to comply with its obligations under any other contractual agreement it may have with respect to the Centre or its operation.
- 23.5 Minutes of Association meetings will be made public to assist in informing the community regarding decisions of the Association.

24. APPLICATIONS FOR FUNDING

- 24.1 The Association must not make any application for funding which requires:
 - 24.1.1 a financial contribution from the Council; or
 - 24.1.2 an alteration to the Centre or the Site; or
 - 24.1.3 additional administrative burden on the Centre Coordinatorwithout first consulting with the Council's Representative.

25. COSTS

- 25.1 Each party will bear its own legal and other costs and expenses arising directly or indirectly with respect to the preparation, execution, completion and performance of this agreement and any other related documentation.

26. MISCELLANEOUS

26.1 Business Days

- 26.1.1 Except for the provision of Services, if the day on which an act is to be done under this agreement is not a Business Day, that act may be done on the next Business Day.

26.2 Alteration

- 26.2.1 This agreement may be altered only in writing signed by each party.

26.3 Approvals and consents

- 26.3.1 Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

26.4 Entire agreement

26.4.1 This agreement:

26.4.1.1 constitutes the entire agreement between the parties about its subject matter;

26.4.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

26.5 Waiver

26.5.1 A waiver of a provision of or right under this agreement:

26.5.1.1 must be in writing signed by the party giving the waiver;

26.5.1.2 is effective only to the extent set out in the written waiver.

26.6 Exercise of power

26.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

26.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

26.7 Survival

26.7.1 Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

26.8 Further action

26.8.1 Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

26.9 Governing law

26.9.1 This agreement is governed by the law in South Australia.

26.9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

26.10 Ombudsman

26.10.1 The Association acknowledges that the Ombudsman Act 1972 (SA) empowers the Ombudsman to investigate matters in the public interest. The Association must ensure compliance with all obligations arising under that or any other Act.

27. GOODS AND SERVICES TAX

27.1 Consideration does not include GST

27.1.1 Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

27.2 Gross up of consideration

27.2.1 Where a supply by one party (**Supplier**) to another party (**Recipient**) under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive');

27.2.2 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

27.2.3 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

27.3 Reimbursements

27.3.1 If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

27.4 Tax invoices

27.4.1 Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

27.5 Adjustments

27.5.1 If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

28. NOTICES

- 28.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
 - 28.1.1 in writing, in English and signed by a person authorised by the sender; and
 - 28.1.2 hand delivered or sent by pre-paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.
- 28.2 A Notice is deemed to be received:
 - 28.2.1 if hand delivered, on delivery;
 - 28.2.2 if sent by prepaid post, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);
 - 28.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender;
 - 28.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the Electronic Transactions Act 1999 (Cth) if the notice was being given under a law of the Commonwealth of Australia.
- 28.3 However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

Schedule

Item 1
Council

City of Salisbury ABN 82 615 416 895
12 James Street, Salisbury SA 5108
Representative: John Harry, CEO, City of Salisbury
Email: jharry@salisbury.sa.gov.au
Contact No: 08 8406 8201

Item 2
Association

Address: :
Representative: :
Fax and email: :
Contact no: :

Item 3
Centre

Item 4
Site

Item 5
Services

The delivery of programs and services to the community at the Centre which respond to community needs and which are consistent with the Council's Annual Business Plan and Budget, Strategic Plan and City Plan.

Item 6
Insurance requirements

Public liability insurance
Minimum Amount: \$20 million
Company:
Policy:
Expiry:

Item 7
Commencement Date



Item 8
Expiry Date

30th June 2018

Item 9
Confidential sections

Any customer related information unless disclosure is required by Law.



EXECUTED as an agreement

The common seal of CITY OF SALISBURY was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The common seal of XX)
Community Centre was affixed in)
accordance with its Constitution and in)
the presence of:)

.....
Seal Holder _____ (name)

.....
Seal Holder _____ (name)

Annexure A Performance Management Framework

1. Overview

- 1.1. The delivery of programs and services to the community at the Centre will respond to identified and emerging community needs.
- 1.2. Consideration will be given to alignment of services to the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).
- 1.3. The Services will align with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time).
- 1.4. A Results Based Accountability (RBA) framework, considered by the Department of Communities and Social Inclusion as a best practice for measurement of impact and success, sits within the context of the Service Agreement between Council and The Department. Staff have been trained in RBA and will assist the Management Committees in meeting the reporting requirements.

2. The Association will with the support of the Centre Co-ordinator ensure:

- 2.1. compliance with all conditions of the agreement as specified; ensuring it performs the Services with skill, care and diligence.
- 2.2. that the constitution and other documents that regulate the governance and operations of the Association are consistent with agreed objectives for the Centre.
- 2.3. that the programs and services are developed and delivered utilising sector best practice methodology and community development principles.
- 2.4. Association members are given the opportunity to participate as part of the wider community centres team in the development and implementation of standards and processes as requested, including policies, procedures and other resources.
- 2.5. There is regular evidence of collaboration as a part of the reporting framework. Collaboration could be to improve service provision, and/or the effectiveness and efficiency of the running of the Centre.
- 2.6. Planning and delivery of programs and services for the community are aligned with the Association and where possible consideration is given to alignment with Council business planning objectives.
- 2.7. Business plan and performance data statistics are reported within Council reporting systems on a quarterly basis or as otherwise specified.
- 2.8. External grant funding objectives and deliverables are complied with and reported against, and funding is managed and acquitted according to service agreement requirements and/or as requested by Council within specified timeframes.
- 2.9. Performance data is gathered and recorded as required.
- 2.10. All relevant WHS and legislative requirements and obligations are complied with.
- 2.11. Association members and/or staff participate in any identified and/or prescribed training or professional development as appropriate to maintain abreast of relevant sector requirements or as requested by Council.

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- 2.12. A positive relationship with Council and with other Associations and their management and staff in the delivery of programs and services for the community.
- 2.13. Participate in biannual forums with other Associations and Council staff in the sharing of ideas and to identify opportunities for collaboration.
- 2.14. Compliance with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.
- 2.15. That Council is kept informed in a timely manner of any concerns or developments.

3. Council will:

- 3.1. Provide reasonable assistance to the Association to enable compliance with the terms of this agreement.
- 3.2. Provide Centre Coordination staff to the Association to support the provision of Services.
- 3.3. Facilitate the Association's development of Results Based Accountability framework required to deliver on Council's Department of Communities and Social Inclusion Contract.
- 3.4. Develop an annual training plan for the Association which assists in good governance, and provide training and development opportunities for Council employees, Committee members and volunteers. The delivery of the training plan will be contingent on funding available, and agreed identified priorities of the Association. This may include but not be limited to:
 - a. Annual Management Training workshops for Committee Members;
 - b. Gap analysis regarding the needs of the Association and it's governing body;
 - c. Access to training, support and advice as required to assist with legal and WHS compliance;
 - d. General Governance including Risk;
 - e. Results Based Accountability measurements and frameworks;
 - f. Understanding demographics and assessing community need;
 - g. Sponsorship of Council employees to attend one-off seminars and conferences;
 - h. Workshops for Centre participants and volunteers;
 - i. Professional development activities in response to Performance Development Reviews for Council employees;
 - j. Visits by Centre delegates to other projects and programs.
- 3.5. Provide assistance to the Association and staff in the operation of the Centre, by helping to attract, develop, support and retain volunteers through Council's volunteer service team.
- 3.6. Provide assistance to the Association in helping to identify and attract a diverse Management Committee as needed.
- 3.7. Assist the Association collaborate with other organisations to facilitate programs which meet community needs, or improve effectiveness and efficiency of the centre.
- 3.8. Comply with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.

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Annexure B**Community Centre – Facilities and Grounds Maintenance, Repair and Cleaning Responsibilities**

External Building	Association's Responsibility	Council's Responsibility
Doors/locking mechanisms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Quote against projects required Painting to be inline with the asset management plan
Roof & guttaring	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repair/replace roof covering Repair roof leaks Council to regularly clean and keep free of debris
Security lights	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Signs	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Stormwater system/Irrigation systems	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot wash/clean as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain structural stability - replace / repair / repaint Remove graffiti
Windows	<ul style="list-style-type: none"> Report any issues by CRM request process Clean glazing Clean screens and ledges 	<ul style="list-style-type: none"> B Maintenance and replacement responsibility (like for like) Repair/replace frames/screens and opening/closing mechanism Replace glazing Assist in access required for screen removal/cleaning to association

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Internal Building	Association's Responsibility	Council's Responsibility
Airconditioning units/thermostats	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like)
Carpets	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Clean - removal of all stains as required 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair/replace to appropriate finish
Ceilings	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Keep free of cobwebs etc 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair, eg roof leaks/replace Repaint as required
Drainage piping	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Electrical services - switch- boards, distribution boards, power/lighting circuits	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Fire Services - (extinguishers, exit lights, smoke detectors)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain and arrange periodic checks
Hot water system/Cold water system	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Total maintenance responsibility
Internal walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot clean as needed Keep free of mould/grime 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Lighting	<ul style="list-style-type: none"> Report when replacements needed or any other issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Loose furniture, eg freestanding cupboards, curtains, chairs, etc	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets Repair, replace as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) for equipment specifically for the use of the Council staff person Repair, replace as needed
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repaint as required to consistent standard (ie: no part paints to room spaces)
Security Alarms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Supply codes to the Association
Security Cameras (internal and external)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Special equipment	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets 	<ul style="list-style-type: none"> Total maintenance responsibility for Council's assets
Stoves: hardwired/gas	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Telecommunications - phone/PABX systems (Bagster, Burton, The Paddocks, and Salisbury East)	<ul style="list-style-type: none"> Total responsibility 	<ul style="list-style-type: none"> Nil responsibility
Telecommunications - phone/PABX systems (Pooraka Farm and Morella)	<ul style="list-style-type: none"> Replacement of existing handsets Additional handsets Additional cabling 	<ul style="list-style-type: none"> Provision of phone service
Vinyl/concrete/tiled/ other floors	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Water/waste services - associated fittings	<ul style="list-style-type: none"> Report any issues by CRM request process Clean fittings, eg taps, toilets, sinks 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)

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Grounds	Association's Responsibility	Council's Responsibility
Grounds - checking and maintenance	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Weeding, litter and turf maintenance, pruning and vegetation management, debris removal from footpaths etc, checking of irrigation systems - 3 weekly
Garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Re-mulch annually
Turf and garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Fertilize bi-annually
Other maintenance	<ul style="list-style-type: none"> • Report any issues by CRM request process • Ad hoc as arranged / negotiated • Sweep, water if required 	<ul style="list-style-type: none"> • Ad hoc as arranged / negotiated

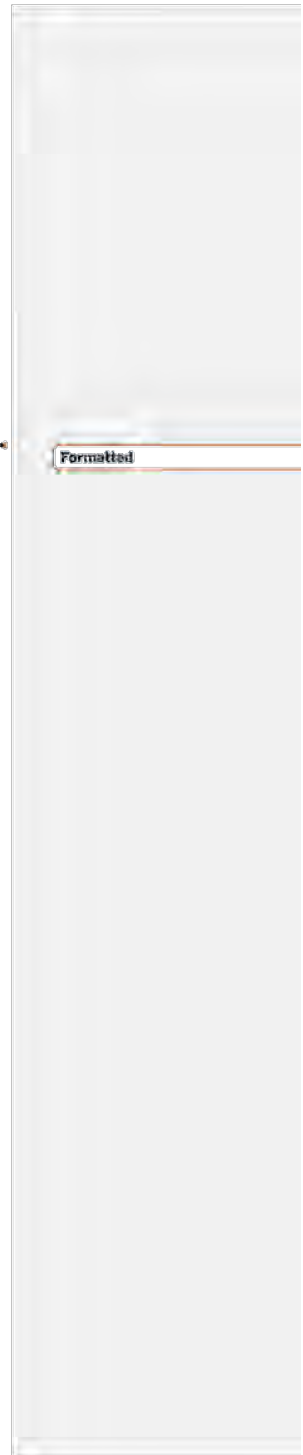
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COLLABORATION AGREEMENT

2019-~~2022~~

City of Salisbury

**Community Centre Inc.
Management Committee**



Collaboration Agreement Preamble 2018

This Agreement is the legal aspect of the City of Salisbury and Community Centres Management Committees working together, the facilities offered and how they are used. This Agreement acknowledges the important work of all partners and constitutes a commitment by them to collaborate and communicate, respect the other's mandate and to achieve the best possible outcomes for the community as a whole.
The City of Salisbury recognises that the Salisbury local government area has a growing and changing demographic and our community centres help to improve the lives of many in the community, through the provision of programs, services and advocacy on behalf of vulnerable and/or disadvantaged communities. The City of Salisbury respects the diversity, knowledge and experience of the Community Centres in the delivery of those services.
The City of Salisbury and the Community Centres Management Committees agree to recommit to this collaboration agreement reflecting a shared commitment to working together with transparency, goodwill and open communication to ensure our community is provided with access to the benefits of lifelong and life wide learning.



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DATE

PARTIES

City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108 (Council)

The party detailed in Item 1 of the Schedule (Association)

BACKGROUND

- A. The Site is owned by the Council. Situated on the Site is the Centre.
- B. The Centre is a community centre in the Council area. These types of community centres were previously known as Neighbourhood Houses.
- C. Community centres provide a vital role in supporting and developing social and educational life within the Council area. The community centres do this by delivering long term learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- D. Centres provide these personal growth opportunities via a wide variety of activities including arts and crafts, recreational pursuits and room hire for training, education and community celebrations.
- E. The Council has worked with and assisted the Association over many years to deliver programs from the Centre which achieves these outcomes.
- F. The Council wishes to continue to work collaboratively with the Association to provide programs and services to the Council's constituents.
- G. To this end, the parties now enter into this agreement to record their agreement on how the Centre will continue to be used by the Association and how the Services will continue to be provided from the Centre.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Association means the association identified in Item 2 of the Schedule and where the context permits includes the members, employees, contractors, agents and invitees of the Association.

Authorisation means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.



Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Centre means the Centre detailed in Item 3 of the Schedule.

Centre Services includes all services (including gas, electricity and water and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Centre or the Site supplied by any authority, the Council or any other person the Council authorises.

Commencement Date means the date specified in Item 7 of the Schedule.

Confidential Information means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

Council means the City of Salisbury and where the context permits includes the officers, employees, contractors and agents of the Council.

Council Equipment means the plant, equipment and facilities owned by the Council and made available for use by the Association at the Centre.

Council Representative means a relevant person from Council. In general, the first contact point for the Management Committee will be through the **Centre Coordinator**; however, the Coordinator will often need to follow up or refer matters to their supervisor, or **another Council Representative**, depending on the particular situation. See also 'Representative' below.

Expiry Date means the date specified in Item 8 of the Schedule, unless this agreement is terminated earlier in accordance with this agreement.

Governmental Agency means any government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

Plan means the plan to this Agreement.

Representative means a person appointed by a party pursuant to clause 17.

RCLA means the *Retail and Commercial Leases Act 1995 (SA)*.

Services means the services specified in Item 5 of the Schedule.

Site means the land detailed in Item 4 of the Schedule.

Statutory Requirements means all relevant and applicable Laws and all lawful conditions, requirements, notices and directives issued or applicable under any such Law.

Term means the period starting on the Commencement Date and ending on the Expiry Date.

Valuer means a qualified valuer appointed to make a determination under this agreement:

- (a) who will be appointed as agreed by the Council and the Association or, failing agreement within 10 Business Days of either notifying the other of the requirement for such appointment at the request of either the Council or the Association, by the person holding or acting in the position of President of the South Australian Division of the Australian Property Institute;
- (b) who must have practiced as a valuer with a minimum of 5 years relevant experience;
- (c) who is licensed to practice as a valuer of the kind of premises and services in respect of which the review is required; and
- (d) who must act as an expert and not as an arbitrator.

Variation means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

WHS means **Work Health and Safety Policy** has the meaning given to that term in clause 7.1.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.14 an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement;
- 1.2.15 this agreement will be read and interpreted subject to the provisions of the RCLA and, to the extent to which there is any inconsistency with the provisions of the RCLA, those provisions of the RCLA will override the terms of this agreement; and
- 1.2.16 any right, power or remedy of the Council or obligation or liability of the Association which is affected by the RCLA (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the RCLA.

2. GRANT OF LICENCE AND PERFORMANCE OF SERVICES

- 2.1 In consideration of the Association agreeing to assist with the operation of the Centre by performing the Services, the Council grants, and the Association accepts for the Term a licence of the Site for the purpose of providing the Services on the terms and conditions set out in this agreement.
- 2.2 In consideration of the grant of licence referred to at clause 2.1, the Association agrees with the Council to assist it with the operation of the Centre by performing the Services.
- 2.3 The Association may engage in any other business, occupation or activity during the Term, that is consistent with the type and scope of services covered by the agreement, and does not detrimentally affect the performance of the Services.

3. THE SERVICES

3.1 General

- 3.1.1 The Services are to be provided by the Association to assist the Council with the operation of the Centre for the benefit of the community in the relevant part of the Council area.
- 3.1.2 Community Centres provide a vital role in supporting and developing social and educational life within the Council area. The Services will include the delivery of lifelong learning opportunities that support social wellbeing, foster intellectual and personal growth and provide pathways into further education, training and employment.
- 3.1.3 The design of Services should consider alignment with the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).

3.2 How the Services are to be set

- 3.2.1 The Services to be provided by the Association at the Centre are to:
 - 3.2.1.1 be formulated in advance for each calendar year or quarter (depending on what is the most appropriate for each type of Service);
 - 3.2.1.2 be formulated by the Association with the support of the Centre Coordinator, and any other Council representative;
 - 3.2.1.3 be consistent with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time);
 - 3.2.1.4 respond to the identified and emerging needs of the community in the relevant part of the Council area;
 - 3.2.1.5 comply with requirements as identified, relevant to external funding accountability or legislative changes; and
 - 3.2.1.6 comply with requirements of funding relating to the ~~Department of~~ Department of Families and Social Inclusion ~~Human Services~~ Agreement with Council.
 - 3.2.1.7 if agreement is unable to be reached in the setting of services and/or any changes to services then the parties should continue to undertake negotiations in good faith until such a time as there is a breach of the Performance Management Framework (Annexure A) and clause 11 of the agreement is invoked

3.3 Changes to the Services

- 3.3.1 Either party's Representative may, at any time, advise the other party's Representative of any change or addition to the Services that it would like implemented.

- 3.3.2 At any time that a party's Representative advises the other party's Representative of a change or addition in accordance with clause 3.3.1, the parties must meet within a reasonable time to discuss and consider the change or addition and determine if the change or addition is to be implemented.
- 3.3.3 When considering any change or addition pursuant to clause 3.3.2, the matters to be considered by the parties include, but are not limited to, the needs of the community at that particular time, any potential future needs of the community, cost and budget implications, equipment, goods, personnel or facilities required and any other relevant matters.
- 3.3.4 Notwithstanding this clause, the Association and Council acknowledge that modifications to operations and/or procedures during the Term may necessitate modifications to the Services and the method of their delivery. This is a major factor to be considered by the parties in relation to any change or addition to the Services sought by either the Association or the Council's Representative.

4. STANDARD AND SCOPE OF SERVICES

4.1 General

- 4.1.1 The Association must perform the Services and do so with all the skill, care and diligence.
- 4.1.2 During the Term the Association must devote such of its time and ability as is appropriate and reasonably necessary for the proper performance of the Services.

4.2 Legal compliance - Authorisations

- 4.2.1 The Association warrants to the Council that it holds all Authorisations required for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.
- 4.2.2 The Association at its costs will obtain all further Authorisations it requires during the Term for it to perform its obligations under this agreement. It must at its cost comply with those Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of its obligations under this agreement.

4.3 Legal compliance – Laws, policies and contracts

- 4.3.1 In performing the Services, the Association must:
 - 4.3.1.1 comply with all Laws and the requirements of any Governmental Agency including the requirements of the

Work Health and Safety Act 2012 (SA) and any regulations made under it;

4.3.1.2 comply with all contractual obligations imposed on the Council from time to time in relation to the operation of the Centre, including obligations under any funding agreement relating to the Centre (**Contractual Obligation**) (and to the extent of any inconsistency between the terms of this Agreement and Contractual Obligations, the terms of the Contractual Obligation will prevail); and

4.3.1.3 comply with all relevant policies in relation to the Centre and the provision of the Services (**Policy**) (and to the extent of any inconsistency between the terms of this Agreement and the terms of any Policy, the terms of this Agreement will prevail).

4.4 Reporting of Incidents

4.4.1 The Association must promptly notify the Council's Representative of any accident, injury, property or environmental damage or any potential breach of any Law (**reportable incident**) that occurs during or as a result of this agreement. Within 24 hours of a reportable incident, the Association, with the support of the Centre Coordinator, must provide a report to the appropriate Council's Representative giving complete details, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.5 Use of Council Equipment

4.5.1 The Council may provide the Association with the use of Council Equipment for the provision of the Services.

4.5.2 The Association must maintain all Council Equipment in a safe and good working condition

4.6 Association's Equipment

4.6.1 The Association must, at its own expense, supply or arrange for the supply of all other goods, plant, equipment and facilities required for the performance of the Services and maintain them in a safe and good working condition.

4.7 Keep Council Informed

4.7.1 The Association must keep the Council's representative and/or the Centre Coordinator fully and regularly informed as to all matters affecting or relating to the Services and must provide to the Council any information reasonably requested by the Council to monitor the performance of the Association's obligations under this agreement.

5. EMERGENCIES

5.1 If, in the opinion of the Centre Coordinator and/or the Council's representative an emergency exists which poses a risk to public health, public safety or the environment the Council's Representative may:

- 5.1.1 direct the Association to provide additional or varied Services;
- 5.1.2 require the Association to cease providing the Services or any part of the Services for a specified period; or
- 5.1.3 require the Association and the Association's staff and invitees to leave or not enter the Site or the Centre and/or to cease providing access to the Site to all users and members of the public;

for the duration of the emergency.

6. PERSONNEL

6.1 Association's Personnel

- 6.1.1 The Association must use its best endeavours to ensure that there are sufficient people to perform the Services in accordance with this agreement.
- 6.1.2 The Association is responsible for the performance of the Services by the personnel (including its subcontractors) engaged by it and is not relieved of its obligations or liabilities under this agreement.

6.2 Council's Personnel

- 6.2.1 The Council will provide one full time or full time equivalent Council employee at the Centre (the Centre Coordinator), whilst there is capacity within the funding arrangements, and providing there is no material change in the scope of services required.
- 6.2.2 Should the staffing levels and /or the service delivery requirements change, some terms within the Collaboration Agreement may need to ~~be renegotiated~~ **be renegotiated**.
- 6.2.3 The Centre Coordinator is provided to:
 - 6.2.3.1 provide the Association with guidance on and assistance with the operation of the Centre and the provision of the Services;
 - 6.2.3.2 provide the Association with support in its operations that relate to the Centre, for example, the obtaining of funding for the provision of the Services; and
 - 6.2.3.3 provide general support to the Association in its day to day management of the Centre.
- 6.2.4 If the Council deems it to be appropriate, the Council may provide additional personnel to assist with the operation of the Centre and the performance of the Services from time to time.



6.2.5 The Association must ensure that all of the Council's personnel are treated in an appropriate and business-like manner at all times.

6.3 Volunteers

6.3.1 Council is responsible for the best practice management of City of Salisbury volunteers.

6.3.2 The Council volunteer support team will provide assistance to the Association in attracting and retaining a diverse volunteer base.

6.3.3 The Association will follow Council guidelines and processes for the recruitment and management of volunteers.

6.3.4 Volunteers engaged in non-committee volunteer roles are considered volunteers of the City of Salisbury.

6.3.5 Volunteers engaged in Management Committee roles are considered volunteers of the Association.

6.3.6 Volunteers who engage in both Management Committee and non-committee roles will be considered volunteers of the City while acting in the non-committee role and volunteers of the Association while acting in a Management Committee role.

7. ASSOCIATION'S SPECIFIC WORK HEALTH AND SAFETY OBLIGATIONS

7.1 Association's Requirement to Inform Itself

7.1.1 The Association must inform itself of all health and safety policies, procedures or measures implemented or adopted by the Council (**Council's WHS Policy**) from time to time during the Term. The Association must comply with all such policies, procedures or measures relevant to the Association's performance of its obligations under this agreement and in the event of any inconsistency, will comply with such procedures or measures which produce the highest level of health and safety.

7.1.2 The Council will provide reasonable assistance to the Association for the Association to comply with its obligations pursuant to clause 7.1.1.

7.2 Legislative Compliance

7.2.1 The Association and the Council must both comply with and ensure that its employees, subcontractors, agents and volunteers comply with any Law, Codes of Practice, Australian Standards and the Council's WHS Policy which are in any way applicable to this agreement or the performance of its obligations under this agreement.



7.3 Non-Compliance

- 7.3.1 If during the performance of this agreement the Council's Representative informs the Association that it is the opinion of Council's Representative that the Association is:
 - 7.3.1.1 not using the Site or conducting its obligations pursuant to this agreement in compliance with its obligations pursuant to clauses 7.1 and 7.2; or
 - 7.3.1.2 performing the Services in such a way as to endanger the health and safety of the Association, the Council or its plant, equipment or materials or members of the public generally,
 - 7.3.1.3 the Association shall promptly remedy that breach of health and safety and the relevant Council Representative may direct the Association to stop using the Site and/or suspend the Services or such part of the Services as the Council's Representative determines until such time as the Association satisfies the Council's Representative that the Site will be used and the Services will be resumed in conformity with applicable health and safety provisions.

8. DAMAGE OR DESTRUCTION

- 8.1 If the Centre or any part of the Centre is damaged and as a result of that damage, the Centre or any part of it cannot be used for the provision of the Services or are inaccessible then for the period during which the Centre cannot be so used or is inaccessible, neither party will be obliged to comply with its obligations in relation to the provision of the Services during this time in relation to the part or parts of the Centre that are damaged.
- 8.2 If the Council notifies the Association in writing that the Council considers that damage to the Centre is such as to make its repair impractical or undesirable, the Council or the Association may terminate this agreement by giving not less than 5 Business Days written notice to the other party.
- 8.3 If the Council does not terminate this agreement under clause 8.2 and the Council fails to repair the damage within a reasonable time the Association may terminate this agreement by giving not less than 5 Business Days written notice to the Council.
- 8.4 If this agreement is terminated by either party under this clause 8 then the rights and obligations of the Council and the Association will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 8.5 The provisions of this clause 8 do not prejudice or alter the rights and entitlements of the Council to recover loss and damage from the Association if and to the extent that the damage to the Centre or any part of it is caused or contributed to by any deliberate or negligent act or omission on the part of the Association or any Users.

9. INSURANCE

- 9.1 The Association must maintain at all times during the Term all insurances required by Law or this agreement, including:
- 9.1.1 **Public Liability**
- 9.1.1.1 The Association must take out and maintain public liability insurance for the amount specified in Item 6 of the Schedule or any other amount the Council requires in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Association under this agreement.
- 9.1.2 **Insurance for the Association's Equipment**
- 9.1.2.1 The Association must maintain insurance in respect of all of the plant and equipment at the Centre from time to time for its full replacement value.
- 9.1.3 **Other Insurance**

- 9.1.3.1 The Association must take out and maintain any other insurances required by Law.
- 9.2 The Association must with the support of the Centre Coordinator, produce a Certificate of Currency as evidence of those insurances to the appropriate Council Representative upon renewal.
- 9.3 All insurance policies must bear endorsements from the insurer:
 - 9.3.1 that it will notify the Council if the policy is cancelled or altered or allowed to lapse; and
 - 9.3.2 that the insurer accepts the indemnities given by the Association to the Council pursuant to this agreement.
- 9.4 The Association must not allow any act or omission which would make any policy of insurance void or unenforceable.
- 9.5 Council will reimburse the Association for Professional Indemnity Insurance (or Directors and Officers) and Voluntary Workers Personal Accident Insurance on presentation of an invoice and evidence of payment within the current financial year.

10. INDEMNITY AND EXCLUSION OF LIABILITY

- 10.1 The Association must indemnify the Council and its employees, officers and contractors (of all levels) against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Association, a breach by the Association of this agreement, a wilful unlawful or negligent act or omission of the Association, and any claim action or proceeding by a third party against the Council or its employees officers and contractors (of all levels) caused or contributed to by the Association.
- 10.2 The Association must indemnify the Council from any liability, costs, penalties or additional premiums the Association or its contractors may incur under the provisions of the Workers Rehabilitation and Compensation Act, 1986 (SA) arising from any aspect of the Services to be performed by the Association or any other obligations arising under this agreement.
- 10.3 The indemnities in clauses 10.1 and 10.2 are reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.
- 10.4 The Association must occupy the Site and perform the Services at its own risk in all things and releases the Council and its employees, officers, members and contractors (of all levels) from all claims, actions, proceedings, costs, expenses, losses, suffering, illness and liabilities incurred by the Association which arise from the Association's occupation of the Site or performance of the Services.
- 10.5 For the avoidance of doubt, all reference in this clause 10 to the Association includes all members, officers, volunteers, employees, contractors (of all levels) and agents of the Association and all persons authorised to use the Site or any part of it by Association and those persons' invitees and visitors.

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11. NON PERFORMANCE BY EITHER PARTY TO THIS AGREEMENT

- 11.1 If either party breaches a provision of this agreement, the Representative of that party will:
 - 11.1.1 give the notice of the breach (to the other party's representative) within 14 days; and
 - 11.1.2 convene a meeting between the Centre Coordinator and/or Council's representative and the Association's Representative to discuss the breach and how it may be remedied.
- 11.2 If the party who has been notified of the breach in accordance with clause 11.1.1 and participates in a meeting to discuss the breach and the means of remedying it in accordance with clause 11.1.2, then fails to remedy the breach within a reasonable time, the other party may:
 - 11.2.1 remedy the breach itself and seek reimbursement of the same from the party as a debt due; and/or
 - 11.2.2 terminate this agreement in accordance with clause 14; and/or
 - 11.2.3 pursue any other legal remedies.

12. ADDITIONAL TERMS AND CONDITIONS RELATING TO THE USE OF THE SITE

12.1 Power and Utilities

- 12.1.1 The Association must pay when they are due for payment, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities, except water, supplied to or used from the Site.
- 12.1.2 The Council must pay when they are due for payment all costs for the consumption of water supplied to or used from the Site.

12.2 Rates and Taxes

- 12.2.1 The Council must pay all applicable Council rates and taxes levied or assessed against the Site.

12.3 Use of the Site

- 12.3.1 The Association must only use the Site for the provision of the Services and must not use the Site for any other use without the Council's Representative's prior written consent.

12.4 Offensive Activities

- 12.4.1 The Association must not carry on, or permit or suffer to be carried on, any offensive or dangerous activities on or from the Site or create a nuisance or disturbance either:
 - 12.4.1.1 for the Council;

- 12.4.1.2 for users of the Centre; or
- 12.4.1.3 for the owners or occupiers of any adjoining property; and
- 12.4.1.4 must ensure at all times that activities conducted on or from the Site will not bring any discredit upon the Council.

12.5 Use of Centre Services

- 12.5.1 The Association must ensure that the Centre Services are used carefully and responsibly. On some occasions the Council's Representative in consultation with the Association, may provide advice on risks related to careful and responsible use. The Council's representative will work with Associations to determine and mitigate any potential risks identified.
- 12.5.2 The Association is responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Centre Services by the Association or any Users.

12.6 Cleaning

- 12.6.1 The Association must keep the Centre clean, neat and tidy at all times.
- 12.6.2 As part of its obligations in clause 12.6.1, the Association must perform all of the cleaning duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.
- 12.6.3 The Council must perform all of the cleaning maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B.

12.7 Repair and Maintenance

- 12.7.1 The Council must ensure that the Centre is in good repair at all times.
- 12.7.2 As part of its obligation in clause 12.7.1, the Association must perform all of the repair and maintenance duties listed under the heading 'Association's Responsibility' in the maintenance schedule in Annexure B.
- 12.7.3 The Council must perform all of the repair and maintenance duties listed under the heading 'Council's Responsibility' in the maintenance schedule in Annexure B. Council will communicate with Centre Management to ensure the repairs and maintenance duties are fair and equitable.
- 12.7.4 The Association must complete all repairs and maintenance at the Centre for which it is responsible under this agreement as soon as practicable after the need for such repairs and maintenance arises.

- 12.7.5 The Council will be responsible for undertaking all repairs and maintenance at the Centre which is of a structural nature, except to the extent that such repairs are required as a full or partial result of any negligent or wilful act or omission of the Association.
 - 12.7.6 If the Association becomes aware of the need for any structural repairs and maintenance to be undertaken at the Centre, the Association must notify the Council of the same in accordance with Council procedures as soon as possible.
 - 12.7.7 The Association shall not undertake any work outside of what is identified as an Association responsibility, as per Annexure B.
 - 12.7.8 If there is disagreement between the parties as to whether any repairs or maintenance required to be undertaken at the Centre are of a structural nature, such disagreement will be determined in accordance with clause 18 of this agreement.
 - 12.7.9 The Association shall notify Council when damages are present that have been caused by any act or omission of the Association, its employees, contractors (of all levels), agents and volunteers.
- 12.8 Liquor, Gaming and Smoking**
- 12.8.1 The Association must not:
 - 12.8.1.1 apply for any licence pursuant to the Liquor Licensing Act 1997(SA) or the Gaming Machines Act 1992(SA) without the prior written consent of the Council; or
 - 12.8.1.2 serve, sell or provide to persons, or consume or allow persons to consume, alcohol or alcoholic beverages on the Site without the prior consent of the Council's Representative;
 - 12.8.1.3 permit or suffer smoking within the eCentre ~~with the exception of any prescribed zones;~~
 - 12.8.1.4 Designated areas outside the eCentre are specified for smoking providing they are clear of other customers, staff and volunteers, and not close to windows, air conditioning or other amenities where the practice may cause harm.
- 12.9 Fire Precautions**
- 12.9.1 **Council's responsibilities**
 - 12.9.1.1 The Council must ensure that all first safety equipment at the Centre complies with all Statutory Requirements.

- 12.9.2 Association's responsibilities**
- 12.9.2.1 The Association must comply with all directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures.
- 12.9.3 Both parties' responsibilities**
- 12.9.3.1 Both parties must, at their cost, comply with all Statutory Requirements relating to fire safety and procedures.
- 12.10 Alterations by the Association**
- 12.10.1 The Association must not carry out any alterations, or make any additions, to the Site or the Centre without Council's prior written consent (which consent may be withheld or granted in the Council's absolute discretion and if granted may be granted unconditionally or on such conditions as the Council sees fit).
- 12.11 Signs**
- 12.11.1 The Association must not affix, or permit or suffer to be affixed, any signs inside or outside of the Centre except signs that are approved by the Council Representative.
- 12.12 Right to enter**
- 12.12.1 Subject to clause 12.12.2, the Council may (except in the case of emergency when no notice will be required) enter the Site after giving the Association reasonable notice:
- 12.12.1.1 to see the state of repair of the Site;
- 12.12.1.2 to do maintenance or repairs to the Site or other works which cannot reasonably be done unless the Council enters the Site;
- 12.12.1.3 to do anything the Council must or may do under the licence granted pursuant to this agreement or must do under any Law or to satisfy the requirements of any Government Agency; and
- 12.12.1.4 to show prospective lessees or licensees through the Site.
- 12.12.2 When exercising any of its rights pursuant to clause 12.12.1, the Council must (except in cases of emergency) take all reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.
- 12.13 Restrictions**
- 12.13.1 Subject to clause 12.13.2, the Council may install, use, maintain, repair, alter, and interrupt any Centre Services.

- 12.13.2 When exercising its rights pursuant to clause 12.13.1, the Council must (except in cases of emergency) take reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.
- 12.13.3 Despite anything else in this agreement, the Council is not liable (except to the extent of any negligence of the Council) for any loss or damage for any interruption to or defect or malfunction in any Centre Services.

13. ASSOCIATION GOVERNANCE

- 13.1 On or before the Commencement Date the Association must provide to the Council's Representative a copy of its constitution and any other documents that regulate the governance and operations of the Association and a list of the names of the governing body of the Association.
- 13.2 The Association will ensure that its governance membership reflects and operates within a framework that evidences Principles of Good Governance for the Not for Profit Sector including ensuring a diverse mix of expertise and skills, age, gender and ethnicity.
- 13.3 The Association will be assisted by Council to ~~gain-maintain~~ Australian Service Excellence Standards (ASES), accreditation, through training and assistance in maintaining and developing relevant procedures. Certificate level of accreditation
- 13.4 The Association must ensure any proposed changes to its constitution or any other documents that regulate the governance and operations of the Association, will not impact on Council. The Association must advise the Centre Co-ordinator and/or Council's representative of the details of any person who joins the governing body of the Association or ceases to be a constituent of the governing body of the Association within one month of such change occurring.
- 13.5 The Association's constitution and other documents that regulate the governance and operations of the Association must be consistent with the objectives for the Centre as detailed in **Annexure A**.

14. TERMINATION

14.1 Termination by Council

- 14.1.1 The Council may immediately terminate this agreement by giving notice to the Association if the Association:
- 14.1.1.1 ceases to carry on business or becomes otherwise unable to use the Centre or perform its obligations under this agreement; or
 - 14.1.1.2 breaches a material provision of this agreement; or
 - 14.1.1.3 breaches a provision of this agreement and fails to remedy the breach in accordance with clause 11;
 - 14.1.1.4 without reasonable cause wholly suspends the carrying out of its obligations pursuant to this agreement; or
 - 14.1.1.5 becomes insolvent.

14.2 Termination by Council if Funding Arrangements Change

- 14.2.1 If, despite its best endeavours, the Association is unable to generate sufficient income including through user fees, hall hire income and grant funding, to continue the performance of the Services, then the Association must immediately notify the Centre Coordinator and/or the Council's representative on becoming aware of this.
- 14.2.2 On receiving a notice from the Association pursuant to clause 14.2.1, the Centre Coordinator and/or the Council Representative:
- 14.2.2.1 must meet with the Association's Representative to determine if a suitable arrangement can be reached for the continued operation of the Services at the Centre; and
 - 14.2.2.2 may, if a suitable arrangement cannot be determined, terminate this Agreement.
- 14.2.3 If this Agreement is terminated under clause 14.2.2.2 the Association is not entitled to any compensation from the Council, except in relation to any outstanding breach of this Agreement by the Council.

14.3 Termination by Association

- 14.3.1 The Association may immediately terminate this agreement if the Council breaches a material provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

14.4 Accrued rights and remedies

- 14.4.1 Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

15. RIGHTS AND OBLIGATIONS ON EXPIRY

15.1 Expiry

15.1.1 This agreement and the licence granted pursuant to it will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Association under any other provision of this agreement.

15.2 Handover of Possession

15.2.1 Before this agreement comes to an end, subject to the Association and the Council entering into a new agreement for the continued use of the Site and the performance of the Services by the Association, the Association will:

15.2.1.1 if required by the Council, remove all of the fixtures and fittings and other equipment that it has installed in or brought on to the Site and repair any damage caused by such removal;

15.2.1.2 if required by the Council, no later than one month before this agreement comes to an end, provide the Council with a written summary of all alterations and additions made to the Site by the Association, whether those alterations and additions were authorised by the Council or not;

15.2.1.3 if required by the Council, remove any alterations or additions made to the Site by the Association and reinstate the Site to a standard commensurate with the standard of the Site at the commencement of the Term, fair wear and tear excluded; and

15.2.1.4 complete any repairs which the Association is obliged to carry out under this agreement.

15.3 Abandoned Goods

15.3.1 If, when this agreement comes to an end, the Association leaves any goods or equipment on the Site, the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the RCLA.

15.4 Review of Agreement

15.4.1 Prior to the expiry of the Term, the parties will meet and discuss in good faith whether the operation of this Agreement should be extended and, if so, whether any variations are required to the Agreement for the extended term to improve the operation of the Centre.



16. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

- 16.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement, and agrees that it will:
 - 16.1.1 keep confidential;
 - 16.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
 - 16.1.3 maintain proper and secure custody of; and
 - 16.1.4 not use or reproduce in any form.
- 16.2 any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this agreement.
- 16.3 The *Freedom of Information Act 1991 (SA) (FOI Act)* gives members of the public rights to access Council documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.
- 16.4 The Association consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.
- 16.5 Subject to clause 16.1 and for the purposes of the FOI Act, the clauses and Schedules of this agreement specified in Item 9 of the Schedule are confidential (**confidential sections**).
- 16.6 Unauthorised disclosure of the confidential sections and the subject matter contained therein constitutes a breach of a party's obligations under this agreement.

17. REPRESENTATIVES

- 17.1 Each party must in writing appoint a Representative to administer the day to day operation of this agreement by exercising any functions of that party.
- 17.2 Only one Representative may be delegated any one function at the same time.
- 17.3 A party may vary its Representative by notice to the other party.

18. DISPUTE RESOLUTION

18.1 General

- 18.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.
- 18.1.2 A party claiming that a dispute has arisen under this agreement must give written notice, via its Representative, to the other party's Representative specifying the nature and details of the dispute.
- 18.1.3 On receipt of that notice by the other party's Representative, the parties' Representatives must negotiate in good faith to resolve the dispute.
- 18.1.4 If the parties' Representatives are unable to resolve the dispute within 10 Business Days, they must promptly refer the dispute:
- 18.1.5 in the case of the Council, to the Centre Coordinator, or their nominee; and
- 18.1.6 in the case of the Association to the Chairperson of the Association or their nominee
- 18.1.7 If the parties are unable to resolve the dispute within 10 Business Days of referral to the parties detailed in clauses 18.1.5 and 18.1.6, they must promptly refer the dispute:
- 18.1.8 in the case of the Council to the Chief Executive Officer or their nominee; and
- 18.1.9 in the case of the Association to the Chairperson.
- 18.1.10 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

18.2 Mediation

- 18.2.1 If those persons are unable to resolve the dispute within 10 Business Days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:
 - 18.2.1.1 a mediator agreed by the parties; or
 - 18.2.1.2 if the parties are unable to agree a mediator within five Business Days, a mediator nominated by the President of the Law Society or the President's nominee.
- 18.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.



- 18.2.3 Any information or documents disclosed by a party under this clause:
 - 18.2.3.1 must be kept confidential; and
 - 18.2.3.2 may not be used except to attempt to resolve the dispute.
- 18.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

18.3 Performance

- 18.3.1 If possible, each party must perform its obligations under this agreement during negotiations and mediation proceedings.

19. RELATIONSHIP

19.1 Customer service

- 19.1.1 In order to assist in achieving the best level of service to the residents and of the Council and the community generally, both parties agree to keep each other informed of any issues or reasonable complaints made to them at any time during the Term as soon as reasonably practical after receiving such complaint or becoming aware of such issue.

19.2 Relationship

- 19.2.1 This agreement does not create a relationship of employment, agency or partnership between the parties.

19.3 Regular meetings

- 19.3.1 The Council and the Association agree that there will be regular meetings held between the parties' Representatives in order to monitor the performance of the Services and the operation of the Centre.
- 19.3.2 The Council's Representative and/or the Centre Coordinator, the Association's Chairperson or delegate, will meet to discuss any matters that either party considers relevant to the Centre or the Services and minutes of the meetings must be taken. These meeting will be held two times per year, and/or as otherwise requested by either party.
- 19.3.3 The Council's Representative and/or the Centre Coordinator will attend the Association's Management Committee meetings at least two times per year and/or as otherwise requested by either party.

20. SUBCONTRACTING

20.1 Either party may subcontract any of its obligations pursuant to this agreement or any right or obligation under it without the prior written consent of the other party provided that the subcontractor can and does comply with the terms of this agreement.

21. ASSIGNMENT

21.1 Subject to the RCLA, the Association must not assign its interest in this agreement without the prior written consent of the Council (which consent may be given conditionally or unconditionally or withheld in the Council's absolute discretion).

22. SUB-LETTING

22.1 The Association may sub-licence or otherwise part with possession of the Site or any part of it during the Term provided that the sub-leasee's business is aligned with the objectives of the Association business and Council's objective for the Centre, and that prior to doing so it consults with the Council's Representative.

22.2 The Association acknowledges that its licence to use the Site pursuant to this agreement is non-exclusive and the Council may grant rights to third parties' to use parts of the Site during the Term provided that the Council takes reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

23. RECORDS AND FINANCIAL STATEMENTS

23.1 The Association must keep accurate and up to date records relating to its operation and management of the Centre, including:

23.1.1 copies of all written feedback received from users of the Centre and written records of relevant verbal feedback received from users of the Centre; and

23.1.2 financial records.

23.2 The Association must supply to the Council:

23.2.1 on or before the thirtieth day of January each year, a report on the operation of the Centre during the preceding six months ending 31 December; and

23.2.2 on or before the thirtieth day of July each year, a report on the operation of the Centre during the preceding six months ending 30 June;

23.2.3 Any other reports or data as and when requested including information required to facilitate reporting to external funding bodies; Reports will be provided in the form and format requested by the Council.



- 23.3 Upon any reasonable request by the Council, the Association must provide the Council with copies of any records kept by the Association relating to the operation of the Centre.
- 23.4 Upon any reasonable request by the Council, the Association must provide any reports required by the Council to the Council to enable the Council to comply with its obligations under any other contractual agreement it may have with respect to the Centre or its operation.
- 23.5 Minutes of Association meetings will be made public to assist in informing the community regarding decisions of the Association.

24. APPLICATIONS FOR FUNDING

- 24.1 The Association must not make any application for funding which requires:
 - 24.1.1 a financial contribution from the Council; or
 - 24.1.2 an alteration to the Centre or the Site; or
 - 24.1.3 additional administrative burden on the Centre Coordinator without first consulting with the Council's Representative.

25. COSTS

- 25.1 Each party will bear its own legal and other costs and expenses arising directly or indirectly with respect to the preparation, execution, completion and performance of this agreement and any other related documentation.

26. MISCELLANEOUS

26.1 Business Days

- 26.1.1 Except for the provision of Services, if the day on which an act is to be done under this agreement is not a Business Day, that act may be done on the next Business Day.

26.2 Alteration

- 26.2.1 This agreement may be altered only in writing signed by each party.

26.3 Approvals and consents

- 26.3.1 Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

26.4 Entire agreement

26.4.1 This agreement:

26.4.1.1 constitutes the entire agreement between the parties about its subject matter;

26.4.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

26.5 Waiver

26.5.1 A waiver of a provision of or right under this agreement:

26.5.1.1 must be in writing signed by the party giving the waiver;

26.5.1.2 is effective only to the extent set out in the written waiver.

26.6 Exercise of power

26.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

26.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

26.7 Survival

26.7.1 Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

26.8 Further action

26.8.1 Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

26.9 Governing law

26.9.1 This agreement is governed by the law in South Australia.

26.9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

26.10 Ombudsman

26.10.1 The Association acknowledges that the Ombudsman Act 1972 (SA) empowers the Ombudsman to investigate matters in the public interest. The Association must ensure compliance with all obligations arising under that or any other Act.

27. GOODS AND SERVICES TAX
27.1 Consideration does not include GST

27.1.1 Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

27.2 Gross up of consideration

27.2.1 Where a supply by one party (**Supplier**) to another party (**Recipient**) under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive');

27.2.2 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

27.2.3 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

27.3 Reimbursements

27.3.1 If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

27.4 Tax invoices

27.4.1 Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

27.5 Adjustments

27.5.1 If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

28. NOTICES

28.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

28.1.1 in writing, in English and signed by a person authorised by the sender; and

28.1.2 hand delivered or sent by pre-paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.

28.2 A Notice is deemed to be received:

28.2.1 if hand delivered, on delivery;

28.2.2 if sent by prepaid post, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);

28.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender;

28.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the Electronic Transactions Act 1999 (Cth) if the notice was being given under a law of the Commonwealth of Australia.

28.3 However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.



Schedule

Item 1
Council

City of Salisbury ABN 82 615 416 895
 12 James Street, Salisbury SA 5108
 Representative: John Harry, CEO, City of Salisbury
 Email: jharry@salisbury.sa.gov.au
 Contact No: 08 8406 8201

Item 2
Association

Address: :
 Representative: :
 Fax and email: :
 Contact no: :

Item 3
Centre

Item 4
Site

Item 5
Services

The delivery of programs and services to the community at the Centre which respond to community needs and which are consistent with the Council's Annual Business Plan and Budget, Strategic Plan and City Plan.

Item 6
Insurance requirements

Public liability insurance
 Minimum Amount: \$20 million
 Company:
 Policy:
 Expiry:

Item 7
Commencement Date

Norman
Waterhouse
LLP

Item 8

Expiry Date

~~30th June 2018~~ 30th June 2022

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Item 9

Confidential sections

Any customer related information unless disclosure is required by Law.



EXECUTED as an agreement

The common seal of CITY OF SALISBURY was affixed in the presence of:

Signature of Mayor

Signature of Chief Executive Officer

Name of Mayor (print)

Name of Chief Executive Officer (print)

The common seal of XX Community Centre was affixed in accordance with its Constitution and in the presence of:

Seal Holder (name)

Seal Holder (name)

Annexure A Performance Management Framework

1. Overview

- 1.1. The delivery of programs and services to the community at the Centre will respond to identified and emerging community needs.
- 1.2. Consideration will be given to alignment of services to the Council's Annual Business Plan and Budget and the Council's Strategic Plan for the City (as varied from time to time).
- 1.3. The Services will align with the Association's Annual Business Plan and Budget and Strategic Plan (as varied from time to time).
- 1.4. A Results Based Accountability (RBA) framework, considered by the ~~Department of Communities and Social Inclusion~~ ~~Department of Human Services~~ as a best practice for measurement of impact and success, sits within the context of the Service Agreement between Council and The Department. Staff have been trained in RBA and will assist the Management Committees in meeting the reporting requirements.

2. The Association will with the support of the Centre Co-ordinator ensure:

- 2.1. compliance with all conditions of the agreement as specified; ensuring it performs the Services with skill, care and diligence.
- 2.2. that the constitution and other documents that regulate the governance and operations of the Association are consistent with agreed objectives for the Centre.
- 2.3. that the programs and services are developed and delivered utilising sector best practice methodology and community development principles.
- 2.4. Association members are given the opportunity to participate as part of the wider community centres team in the development and implementation of standards and processes as requested, including policies, procedures and other resources.
- 2.5. There is regular evidence of collaboration as a part of the reporting framework. Collaboration could be to improve service provision, and/or the effectiveness and efficiency of the running of the Centre.
- 2.6. Planning and delivery of programs and services for the community are aligned with the Association and where possible consideration is given to alignment with Council business planning objectives.
- 2.7. Business plan and performance data statistics are reported within Council reporting systems on a quarterly basis or as otherwise specified.
- 2.8. External grant funding objectives and deliverables are complied with and reported against, and funding is managed and acquitted according to service agreement requirements and/or as requested by Council within specified timeframes.
- 2.9. Performance data is gathered and recorded as required.
- 2.10. All relevant WHS and legislative requirements and obligations are complied with.
- 2.11. Association members and/or staff participate in any identified and/or prescribed training or professional development as appropriate to maintain abreast of relevant sector requirements or as requested by Council.

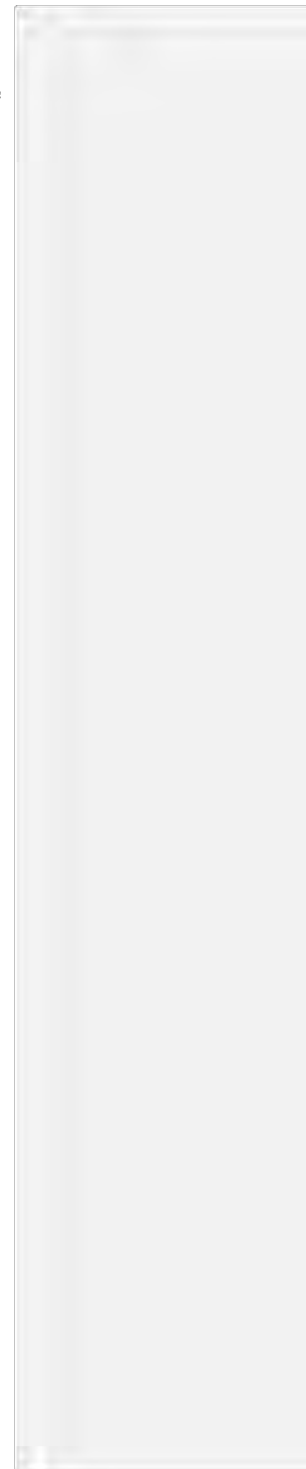
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- 2.12. A positive relationship with Council and with other Associations and their management and staff in the delivery of programs and services for the community.
- 2.13. Participate in biannual forums with other Associations and Council staff in the sharing of ideas and to identify opportunities for collaboration.
- 2.14. Compliance with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.
- 2.15. That Council is kept informed in a timely manner of any concerns or developments.

3. Council will:

- 3.1. Provide reasonable assistance to the Association to enable compliance with the terms of this agreement.
- 3.2. Provide Centre Coordination staff to the Association to support the provision of Services.
- 3.3. Facilitate the Association's development of Results Based Accountability framework required to deliver on Council's ~~Department of Communities and Social Inclusion Contract~~Department of Human Services.
- 3.4. Develop an annual training plan for the Association which assists in good governance, and provide training and development opportunities for Council employees, Committee members and volunteers. The delivery of the training plan will be contingent on funding available, and agreed identified priorities of the Association. This may include but not be limited to:
 - a. Annual Management Training workshops for Committee Members;
 - b. Gap analysis regarding the needs of the Association and it's governing body;
 - c. Access to training, support and advice as required to assist with legal and WHS compliance;
 - d. General Governance including Risk;
 - e. Results Based Accountability measurements and frameworks;
 - f. Understanding demographics and assessing community need;
 - g. Sponsorship of Council employees to attend one-off seminars and conferences;
 - h. Workshops for Centre participants and volunteers;
 - i. Professional development activities in response to Performance Development Reviews for Council employees;
 - j. Visits by Centre delegates to other projects and programs.
- 3.5. Provide assistance to the Association and staff in the operation of the Centre, by helping to attract, develop, support and retain volunteers through Council's volunteer service team.
- 3.6. Provide assistance to the Association in helping to identify and attract a diverse Management Committee as needed.
- 3.7. Assist the Association collaborate with other organisations to facilitate programs which meet community needs, or improve effectiveness and efficiency of the centre.
- 3.8. Comply with the requirements of building cleaning and maintenance responsibilities at set out in Annexure B.

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Annexure B

Community Centre – Facilities and Grounds Maintenance, Repair and Cleaning Responsibilities

External Building	Association's Responsibility	Council's Responsibility
Doors/locking mechanisms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> A Maintenance responsibility (like for like)
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Quote against projects required Painting to be inline with the asset management plan
<u>Playground Equipment</u>	<ul style="list-style-type: none"> <u>Report any issues by CRM request process</u> 	<ul style="list-style-type: none"> <u>A Maintenance responsibility (like for like)</u>
Roof & guttering	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repair/replace roof covering Repair roof leaks Council to regularly clean and keep free of debris
Security lights	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
<u>Solar Panels</u>	<ul style="list-style-type: none"> <u>Report any issues by CRM request process</u> 	<ul style="list-style-type: none"> <u>A Maintenance responsibility (like for like)</u>
Signs	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Stormwater system/irrigation systems	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot wash/clean as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain structural stability - replace / repair / repaint Remove graffiti
Windows	<ul style="list-style-type: none"> Report any issues by CRM request process Clean glazing Clean screens and ledges 	<ul style="list-style-type: none"> B Maintenance and replacement responsibility (like for like) Repair/replace frames/screens and opening/closing mechanism Replace glazing Assist in access required for screen removal/cleaning to association ledges

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Internal Building	Association's Responsibility	Council's Responsibility
Airconditioning units/thermostats	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like)
Carpets	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Clean - removal of all stains as required 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair/replace to appropriate finish
Ceilings	<ul style="list-style-type: none"> Report any maintenance issues by CRM request process Keep free of cobwebs etc 	<ul style="list-style-type: none"> Maintenance and replacement responsibility (like for like) Repair, eg roof leaks/replace Repaint as required
Drainage piping	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Electrical services - switch-boards, distribution boards, power/lighting circuits	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Fire Services - (extinguishers, exit lights, smoke detectors)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Maintain and arrange periodic checks
Hot water system/Cold water system	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Total maintenance responsibility
Internal walls	<ul style="list-style-type: none"> Report any issues by CRM request process Spot clean as needed Keep free of mould/grime 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Lighting	<ul style="list-style-type: none"> Report when replacements needed or any other issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Loose furniture, eg freestanding cupboards, curtains, chairs, etc	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets Repair, replace as needed 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) for equipment specifically for the use of the Council staff person Repair, replace as needed
Paint finishes	<ul style="list-style-type: none"> Report any issues by CRM request process Clean where dirty 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Repaint as required to consistent standard (ie: no part paints to room spaces)
Security Alarms	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like) Supply codes to the Association
Security Cameras (internal and external)	<ul style="list-style-type: none"> Report any issues by CRM request process 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Special equipment	<ul style="list-style-type: none"> Total maintenance responsibility for Association's assets 	<ul style="list-style-type: none"> Total maintenance responsibility for Council's assets
Stoves: hardwired/gas	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Telecommunications - phone/PABX systems (Stagley, Burton, The Padlocks, and Salisbury East)	<ul style="list-style-type: none"> Total responsibility 	<ul style="list-style-type: none"> Nil responsibility
Telecommunications - phone/PABX systems (Pooreka Farm and Masello)	<ul style="list-style-type: none"> Replacement of existing handsets Additional handsets Additional cabling 	<ul style="list-style-type: none"> Provision of phone service
Vinyl/concrete/ tiled/ other floors	<ul style="list-style-type: none"> Report any issues by CRM request process Keep clean 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)
Water/waste services - associated fittings	<ul style="list-style-type: none"> Report any issues by CRM request process Clean fittings, eg taps, toilets, sinks 	<ul style="list-style-type: none"> Maintenance responsibility (like for like)

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Grounds	Association's Responsibility	Council's Responsibility
Grounds - checking and maintenance	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Weeding, litter and turf maintenance, pruning and vegetation management, debris removal from footpaths etc, checking of irrigation systems - 3 weekly
Garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Re-mulch annually
Turf and garden beds	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Fertilize bi-annually
Other maintenance	<ul style="list-style-type: none"> • Report any issues by CRM request process • Ad hoc as arranged / negotiated • Sweep, water if required 	<ul style="list-style-type: none"> • Ad hoc as arranged / negotiated

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ITEM	1.1.4
	POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
PREV REFS	Policy and Planning Committee 1.1.3 21/05/2018
HEADING	Reconciliation Action Plan 2019 - 2021
AUTHOR	Julie Kalms, Community Planning Project Officer, Community Development
CITY PLAN LINKS	3.3 Be a connected city where all people have opportunities to participate. 3.4 Be a proud, accessible and welcoming community. 4.1 Strengthen partnerships that enable us to better address our community's priorities.
SUMMARY	This report provides an overview of the process followed to develop the next iteration of Council's Reconciliation Action Plan (RAP), and presents an Innovate RAP that was developed in accordance with Reconciliation Australia's Innovate level template.

RECOMMENDATION

1. That this report be received.
2. That the City of Salisbury's next Reconciliation Action Plan at an Innovate level is contained in Attachment 1 to this report (Item 1.1.4, Policy and Planning, 16/09/2019) be endorsed for submission to Reconciliation Australia for Final Endorsement .

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Next RAP Innovative

1. BACKGROUND

1.1 The City of Salisbury's current Reconciliation Action Plan (RAP) was endorsed in 2013 to provide a strategic framework for actions within the key directions of: Strengthening Relationships; Enhancing Respect; Building Opportunities; and Tracking Progress and Reporting. Thirty actions were identified within this Plan for delivery. Key actions achieved include:

- Establishment of the RAP Working Group including Aboriginal representatives.
- Aboriginal flag on permanent display at Council's office in James Street.
- Development of the Councils' Reconciliation website.

- Recognition of significant dates of Reconciliation Week and NAIDOC Week with an annual program of events and activities.
 - Development of ‘Welcome to Country’ and ‘Acknowledgement to Country’ protocols and guidelines.
 - Cultural Awareness sessions for staff.
 - Development of Aboriginal cultural signage at Kurna Park and at three locations at Mawson Lakes.
 - Aboriginal art displayed in Council building.
 - Phoebe Wanganeen Aboriginal and Torres Strait Islander Scholarships.
 - Northern Adelaide Aboriginal School Attendance Project in collaboration with Department for Education-Aboriginal Education and funded by Department of Prime Minister and Cabinet.
- 1.2 Feedback from the LGA, Reconciliation South Australia and other local Councils reflects that the City of Salisbury’s RAP is highly regarded and staff have often provided advice to other councils regarding its development and implementation including presenting at the LGA General Meeting in April 2017.
- More importantly, the City of Salisbury’s RAP has gained respect within the local Aboriginal community and has supported the development of good working and consultation mechanisms with and between Council and representatives of the Aboriginal community, which has provided significant and mutual benefit.
- 1.3 The current RAP is due for renewal and a process of review and community consultation was undertaken to inform the direction of Salisbury’s next RAP. Reconciliation Australia provides the templates and ultimate approval processes to be followed to develop a nationally recognised and approved RAP.
- 1.4 All Reconciliation Australia’s RAP templates include mandatory actions to be undertaken, with optional actions to be considered. Where possible appropriate due consideration has been given to including additional actions appropriate to both Council and the community.
- 1.5 The process for renewing and developing Council’s second RAP commenced in 2017, in accordance with Reconciliation Australia’s templates for RAP development.
- 1.6 The City of Salisbury’s next RAP at the Innovate level was endorsed for submission to Reconciliation Australia for review (Resolution number 2510/2018).
- 1.7 Reconciliation Australia identifies that an Innovate RAP:
- outlines actions that work towards achieving your organisation’s unique vision for reconciliation. Commitments within this RAP allow your organisation to be aspirational and innovative in order to help your organisation gain a deeper understanding of its sphere of influence, and establish the best approach to advance reconciliation. An Innovate RAP focuses on developing and strengthening relationships with Aboriginal and Torres Strait Islander peoples, engaging staff and stakeholders in reconciliation, developing and piloting innovative strategies to empower Aboriginal and Torres Strait Islander peoples.

- 1.8 This report will provide an overview of the development process and the structure for Council's next Reconciliation Action Plan at an Innovate level.

2. CONSULTATION / COMMUNICATION

2.1 Internal consultations were undertaken with:

- 2.1.1 Executive Group
- 2.1.2 Elected Members Informal Strategy
- 2.1.3 RAP Working Group – internal members
- 2.1.4 Next RAP Planning Group members
- 2.1.5 City Development – Economic Development and Urban Policy, Strategic Development Projects, Development Services
- 2.1.6 Business Excellence – Strategic Procurement, Communications and Customer Relations, Business Systems and Solutions-Information Management, People and Culture
- 2.1.7 City Infrastructure – Parks and Landscape (including Leading Workers meeting), Technical Services, Property and Building, Business Support
- 2.1.8 Community Development – Community Capacity and Learning (including bi-monthly leadership meeting), Community Health and Wellbeing, Community Planning and Vitality (including team meeting), Social Policy

2.2 External consultations were undertaken with:

- 2.2.1 RAP Working Group – external members
- 2.2.2 Community Survey
- 2.2.3 Reconciliation South Australia
- 2.2.4 Reconciliation Australia

- 2.3 The outcomes from the consultation and community survey process have been central to informing strategies for the City of Salisbury's next Reconciliation Action Plan – including determining the: vision, actions, deliverables, timelines and responsibilities.

3. REPORT

Next Reconciliation Action Plan

- 3.1 As referenced in paragraph 1.3, it is a requirement of Reconciliation Australia that RAPs follow their templates. Reconciliation Australia's templates include required actions in the areas of Relationships (between Aboriginal and Torres Strait Islander people and other Australians); Respect (for Aboriginal and Torres Strait Islander peoples, culture, histories and rights); Opportunities (for Aboriginal and Torres Strait Islander peoples, organisations and communities); and Governance, Tracking Progress and Reporting.
- 3.2 An Innovate level RAP was developed based on Reconciliation Australia's Innovate template. This level of RAP has a two year timeline with associated deliverables. Additional City of Salisbury actions and associated deliverables have been included within the Innovate RAP where possible and appropriate.

- 3.3 The City of Salisbury's Innovate RAP draft was submitted to Reconciliation Australia in June 2018 and proceeded through the review processes. Conditional endorsement from Reconciliation Australia was received for the next RAP in June 2019.
- 3.4 The City of Salisbury Innovate RAP 2019 – 2021 has been prepared for publication and is attached (attachment 1).
- 3.5 It is noted that the images and artworks included in the next RAP reflect Reconciliation in the City of Salisbury. This includes the artwork in the centre pages which is the design that was digitised for the Aboriginal component of the Community Hall Supergraphic in the new Community Hub.
- 3.6 The next step in the process is to submit the next RAP to Reconciliation Australia for formal endorsement.

Resourcing and Risk Implications

- 3.7 The resource implications identified for actions and deliverables for the Innovate RAP are as follows:
 - 3.7.1 No additional budget has been identified as required for the delivery of the Innovate RAP in 2019/20 budget.
 - 3.7.2 Further project planning for individual actions may need to consider requirements and funding sources. Until there is more detail, additional budget has not been identified as an immediate requirement.
- 3.8 The risk implications identified for actions and deliverables for the Innovate RAP are as follows:
 - 3.8.1 For action 11 'Investigate opportunities to improve and increase Aboriginal and Torres Strait Islander employment and outcomes in the workplace':
 - No formalised process that identifies staff and potential staff as Aboriginal or Torres Strait Islander as part of an employment and retention strategy as a result there is no baseline data.
 - 3.8.2 For action 12 'Investigate opportunities to incorporate Aboriginal and Torres Strait Islander supplier diversity within our organisation':
 - Deliverable 12b: The relevant Procurement Policies/ processes will still need to be followed and therefore no certainty that this will result in additional work.
 - Deliverable 12c: The relevant Procurement Policies / processes will still need to be followed and therefore no certainty that this will result in additional work. Risk of too many concurrent strategies ie NEB, Aus Steel etc.
 - Deliverable 12d: The relevant Procurement Polices / processes will still need to be followed and therefore no certainty that this will result in additional work.

- 3.8.3 There are potential reputational and relationship risks that could emerge if the City of Salisbury does not continue with a Reconciliation Action Plan, for example:
- declining of relationships developed with: RAP Working Group members; contacts in key organisations including other Councils; and, internal collaborations across Council.
 - reducing access to networks to share expertise, knowledge and processes to scope and implement actions.
 - reducing strategic position to benefit from opportunities that may emerge, internal and external to Council, that contribute to RAP actions.

Linkages with Salisbury's Intercultural Strategic Plan

- 3.9 During the development of the Intercultural Strategic Plan the importance of enabling a greater awareness and understanding of local Aboriginal history and culture amongst newly arrived cultural groups was recognised. An action was developed to reinforce the importance of introducing Aboriginal cultural awareness to new communities; this provides a link between the Reconciliation Action Plan and Intercultural Strategic Plan, as Council's two significant strategic documents supporting our diverse community. The action in the next RAP is:

3.g Through the Intercultural Strategic Plan explore opportunities to enhance recognition and engagement with Aboriginal culture.

- 3.9.1 Implementation of this action may include information about Kaurna history and culture being included in the Council publications, such as in the Welcome to Salisbury booklet.

Endorsement process for next Reconciliation Action Plan

- 3.10 Reconciliation Australia requires organisations to work with them through their feedback and quality assurance process to ensure the RAP meets quality requirements for endorsement. The terms 'Reconciliation Action Plan' and 'RAP' are trademarks of Reconciliation Australia. The City of Salisbury is required to follow this process in order to have a recognised and endorsed RAP.
- 3.11 The steps in the process for Reconciliation Australia's endorsement of the City of Salisbury's next RAP are:
- 3.11.1 After Council endorsed the next RAP draft, it was submitted to Reconciliation Australia for Conditional Endorsement. This was the first of two phases of consultation and review required for the consultation and review phases. Conditional Endorsement has been received from Reconciliation Australia.
- 3.11.2 The second stage is Final Endorsement. When the RAP is ready to be published (internally or externally), the RAP is to be submitted to Reconciliation Australia for a final review before it can be published. The RAP will be reviewed to ensure the document contains the endorsed content and the RAP logo is displayed correctly.

- 3.12 When the required approval processes are completed the next RAP document will be made publically available, including electronically through the City of Salisbury and Reconciliation Australia's website.

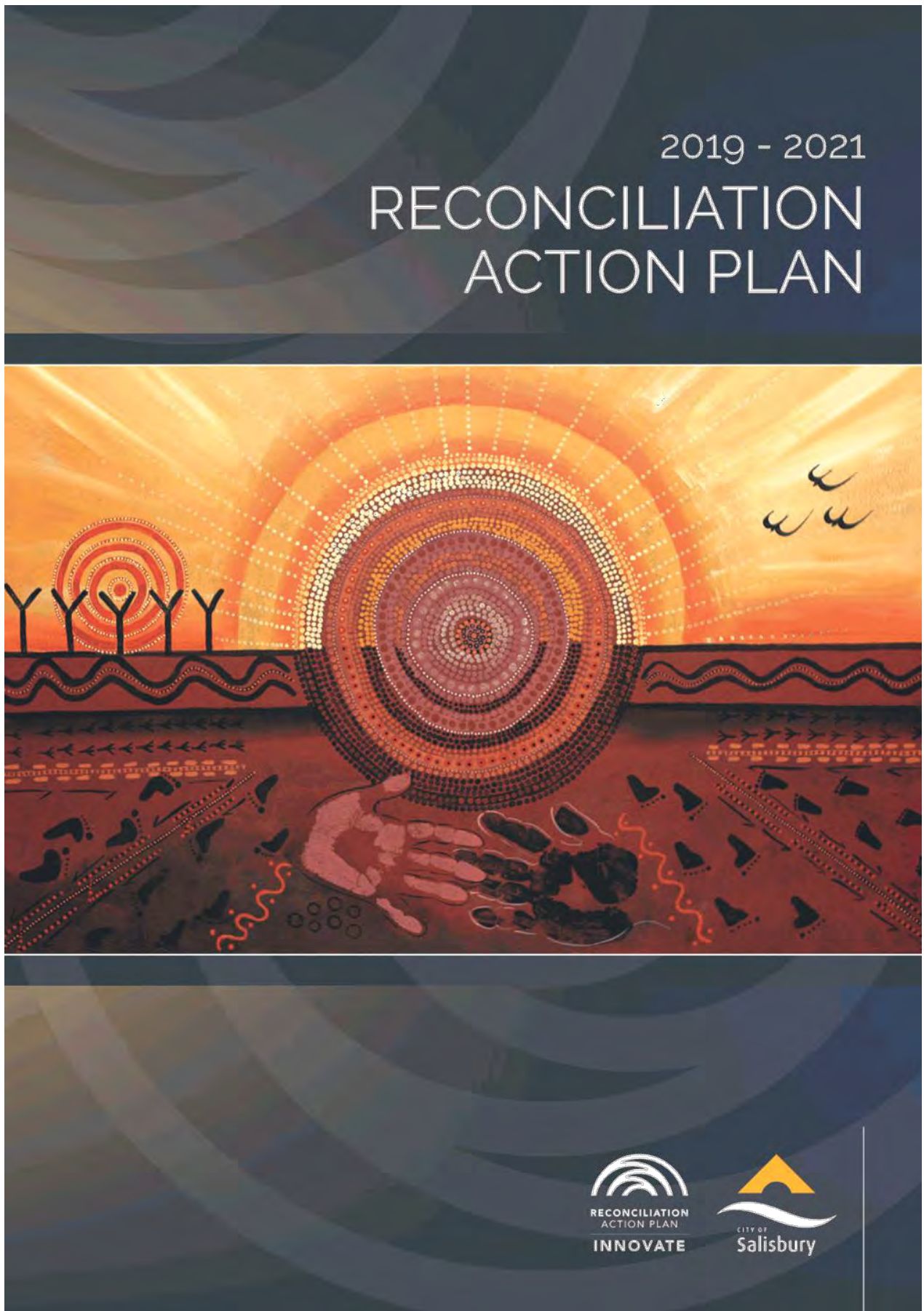
4. CONCLUSION / PROPOSAL

- 4.1 Reconciliation Action Plans (RAPs) provide a framework for developing practical actions that contribute to Aboriginal and Torres Strait Islander reconciliation through strengthening relationships, respect and, developing opportunities.
- 4.2 To build on the achievements of the City of Salisbury's 2013-2016 RAP, the RAP is being renewed. Internal and external consultations were undertaken to inform the development of the next RAP.
- 4.3 The next RAP response has been drafted at an Innovate level based on Reconciliation Australia's template and has received Conditional Endorsement from Reconciliation Australia. Reconciliation Australia's involvement with the review process is required for the next RAP to be endorsed and classified as a RAP.
- 4.4 It is recommended that Council endorse the draft City of Salisbury's Innovate level RAP to proceed to Reconciliation Australia's Final Endorsement process.

CO-ORDINATION

Officer: EXECUTIVE GROUP

Date: 14/10/2019



Item 1.1.4 - Attachment 1 - Next RAP Innovative



Jack Buckskin and son Vincent

ACKNOWLEDGEMENT OF COUNTRY

City of Salisburyrlu tampintheta, ngadlu Kaurna yartangka inparrintheta. Kaurna miyurna yaitya mathanya Wama Tarntanyaku, purkarnanti puki-unangku yalaka kuma. Parnaku yailtya, parnaku tapa purruna, parnaku yarta ngadlu tampintheta. Yalaka Kaurna miyurna itu yailtya, tapa purruna, yarta kuma puru martintheta, puru warri-apintheta, puru tangka martulayintheta.

The City of Salisbury acknowledges that we are meeting on the traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today.

Cover: 'The Meeting Place' by the following artists at the Pooraka Farm Community Centre:

Rosemary Barrie, Maria Gruber, Lorraine Gum, Upasana Srivastava, Sunil Vig, Frank Wanganeen, Gary Zuber



Message from Mayor Gillian Aldridge OAM

I am proud that the City of Salisbury continues on the Reconciliation journey with the development of its next Reconciliation Action Plan. This plan continues to build on Council's long history and commitment of working together to increase awareness, understanding and acknowledgment of Aboriginal culture. The Reconciliation Action Plan's vision for enhancing

recognition, relationships and respect for Aboriginal culture to enrich our inclusive community supports the City of Salisbury's objective of being a proud, accessible and welcoming community.

Together we can all continue to make a valuable contribution for Reconciliation.

Message from Frank Wanganeen Chair RAP Working Group

Working in collaboration with the City of Salisbury is very important to give a better understanding of Kaurna culture and the wider Aboriginal community, building bridges of understanding for Reconciliation.



"We build too many walls and not enough bridges"

(Isaac Newton).

MESSAGE FROM RECONCILIATION AUSTRALIA

On behalf of Reconciliation Australia, I am delighted to see the City of Salisbury continue its reconciliation journey and to formally endorse its second Innovate RAP.

Through the development of an Innovate RAP, the City of Salisbury continues to play an important part in a community of over 1,000 dedicated corporate, government, and not-for-profit organisations that have formally committed to reconciliation through the RAP program since its inception in 2006. RAP organisations across Australia are turning good intentions into positive actions, helping to build higher trust, lower prejudice, and increase pride in Aboriginal and Torres Strait Islander cultures.

Reconciliation is no one single issue or agenda. Based on international research and benchmarking, Reconciliation Australia, defines and measures reconciliation through five critical dimensions: race relations; equality and equity; institutional integrity; unity; and historical acceptance. All sections of the community—governments, civil society, the private sector, and Aboriginal and Torres Strait Islander communities—have a role to play to progress these dimensions.

The RAP program provides a framework for organisations to advance reconciliation within their spheres of influence. This Innovate RAP provides the City of Salisbury with the key steps to establish its own unique approach to reconciliation. Through implementing an Innovate RAP, the City of Salisbury will strengthen its approach to driving reconciliation through its business activities, services and programs, and develop mutually beneficial relationships with Aboriginal and Torres Strait Islander stakeholders.

We wish the City of Salisbury well as it embeds and expands its own unique approach to reconciliation. We encourage the Council to embrace this journey with open hearts and minds, to grow from the challenges, and to build on its successes. As the Council for Aboriginal Reconciliation reminded the nation in its final report:

“Reconciliation is hard work—it’s a long, winding and corrugated road, not a broad, paved highway. Determination and effort at all levels of government and in all sections of the community will be essential to make reconciliation a reality.”

On behalf of Reconciliation Australia, I commend the City of Salisbury on its second RAP, and look forward to following its ongoing reconciliation journey

Karen Mundine
Chief Executive Officer
Reconciliation Australia

WHAT IS RECONCILIATION?

Reconciliation is about strengthening relationships between Aboriginal and Torres Strait Islander peoples and non-Indigenous peoples, for the benefit of all Australians.

(Reconciliation Australia)

OUR VISION FOR RECONCILIATION

'Enhance recognition, relationships and respect for Aboriginal culture to enrich our inclusive community.'

The vision for reconciliation links directly with City of Salisbury's Liveable City Objective:
'Be a proud, accessible and welcoming community.'



Ceremony for the permanent display of the Aboriginal flag at the Council's main office.

OUR BUSINESS

The City of Salisbury's City Plan four key directions are focused on:



The Prosperous City

Driving economic growth in South Australia, creating more jobs, providing people with the skills and knowledge to connect to those jobs and sustainably increasing our population.



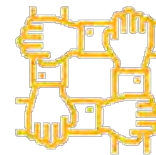
The Sustainable City

A place where people actively experience and care for their natural environment, where green industries thrive and our urban and natural spaces are adaptive to future changes in climate.



The Liveable City

A welcoming community that celebrates its diversity, embraces change and where people are able to participate in community life. It is a City with interesting places and experiences.



Enabling Excellence

A Council where people work because they can make a difference, an organisation that anticipates, understands and meets community needs, a Council with a positive attitude.

The City of Salisbury employs approximately 430 people including Aboriginal staff members. Within the RAP there is an action to collect information about our current Aboriginal and Torres Strait Islander staff to inform future opportunities.

The City of Salisbury is located in Adelaide's northern suburbs, about 25 kilometres from the Adelaide CBD South Australia. It occupies an area of 161 square kilometres extending from the shores of Gulf St Vincent to the Para Escarpment and the foothills of the Mt Lofty Ranges.

Salisbury is one of Greater Adelaide's largest Local Government areas within 32 suburbs.

In the 2016 Census, there were 137,979 people in Salisbury (Local Government Area) with the median age of 35 years. There were 2,747 Aboriginal and/or Torres Strait Islander people who made up 2.0% of the population with the median age of 22 years.

There are 21 office locations across the City of Salisbury region including Community Centres, Libraries and Recreation Centres.

OUR RAP

The City of Salisbury's long commitment to Aboriginal culture and heritage has been focused within the inaugural Reconciliation Action Plan 2013 – 2016. The 2019 to 2021 plan builds on previous successes and learnings to identify future strategies that continue to reinforce our commitment to continuing the Reconciliation journey.

The RAP is championed by key staff from Divisions and Departments across Council in relevant RAP focus areas and the overall Plan is facilitated by the Community Planning Project Officer- Social Policy in the Community Development Department. A collaborative approach is undertaken to build sustainability.

The established RAP Working Group consists of internal representatives including the Mayor (ex-officio), General Manager Community Development, Manager Community Planning and Vitality, Cultural Development Officer, Senior Social Planner and a Community Development Coordinator. This Group is facilitated by the Community Planning Project Officer.

The City of Salisbury is honoured to have a supportive representation of external Aboriginal community members on the RAP Working Group. Membership currently includes representatives from the local Aboriginal community, Aboriginal Education and local Aboriginal organisations.

The Reconciliation Action Plan (RAP) is Council's key strategic document for identifying actions focussed on building relationships, enhancing respect and opportunities with the Aboriginal and Torres Strait Islander community. The RAP also has specific links with the Council's Intercultural Strategic Plan; and Council's Youth Strategic Action Plan.

Liaison with external organisations is undertaken for relevant actions in the RAP including education sectors for the Phoebe Wanganeen Aboriginal and Torres Strait Islander Scholarships; and, 'Just Too Deadly' Awards Sponsorship.



Cultural signage information about Tapa Wardlipari at Kaurna Park.

OUR RAP CONTINUED

The City of Salisbury's RAP 2013 to 2016 has enabled bringing together existing programs and incorporating new areas of focus for enhancing Reconciliation. Key achievements are:

Strengthening Relationships highlights include:

1. Establishment and involvement of the RAP Working Group, that includes Aboriginal and non- Aboriginal representatives, who provide guidance for and monitor the implementation of the City of Salisbury's Reconciliation Action Plan.
2. Recognition of significant dates including:
 - having a program of events across the Salisbury Council area, from the beginning of Reconciliation Week to end of NAIDOC Week. In 2018: 21 public events/ activities were held including a program launch event with Aboriginal keynote speaker; and an Aboriginal performer. Aboriginal presenters were involved in many of the additional events.
 - dates included annually in the City of Salisbury public calendar distributed throughout the community.
3. Development of Aboriginal and Torres Strait Islander Community Engagement guidelines included in the Council's Community Engagement handbook.
4. Cultural Arts Partnership with Marra Dreaming Indigenous Arts.

Enhancing Respect highlights include:

1. Endorsement and implementation of 'Acknowledgement to Country' and 'Welcome to Country' protocols and guidelines.

2. Permanent display of the Aboriginal flag at Council's main office.
3. Development and implementation of a staff Aboriginal cultural awareness process.
4. Cultural signage information about Tapa Wardlipari at Kaurna Park developed and installed. Development and installation of signs at three areas in Mawson Lakes.
5. Aboriginal art displayed in Council buildings including the annual NAIDOC Art Exhibition in the Council's John Harvey Gallery; art displayed in Committee rooms, Executive offices and Council Chamber.
6. Reconciliation and Aboriginal cultural promotion through the Council's Reconciliation website; copies of the RAP available on this website and at Council's main office.

Building Opportunities highlights include:

1. Aboriginal traineeship in HACC administration.
2. Phoebe Wanganeen Aboriginal and Torres Strait Islander Scholarships for Salisbury residents undertaking their first post-secondary school studies at any South Australian university or TAFE SA. Three Scholarships are available annually.
3. School Attendance Project – community workshops promoting the importance of school attendance.
4. Sponsorship for the local Aboriginal year 7 public-school graduations 'Just too Deadlies'.

Artwork Page 1: Together Woven by Marijana Tadic & Alexis West 2013 Greenfield's Wetlands, Salisbury Highway, Greenfield's

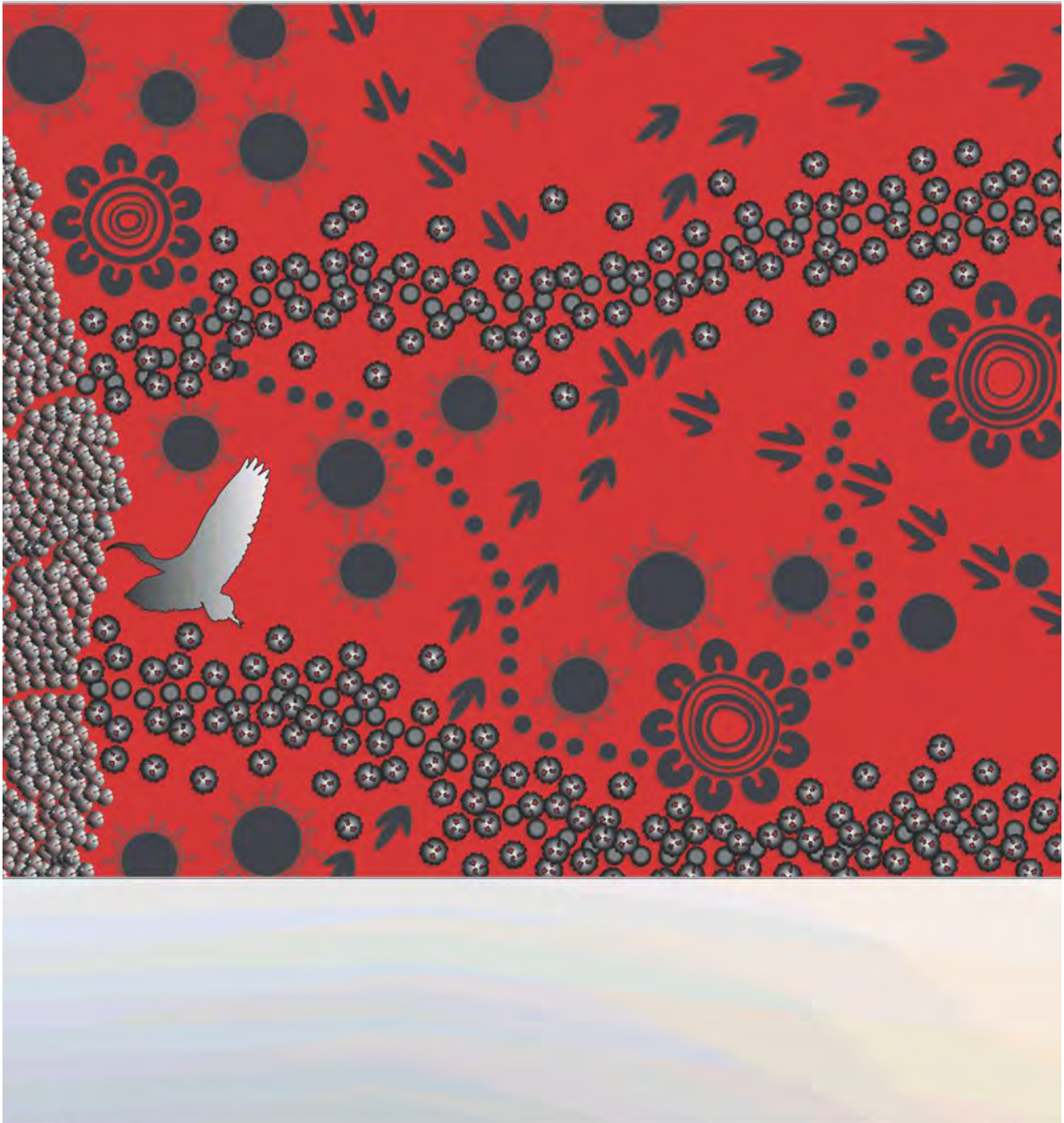


Reconciliation Action Plan

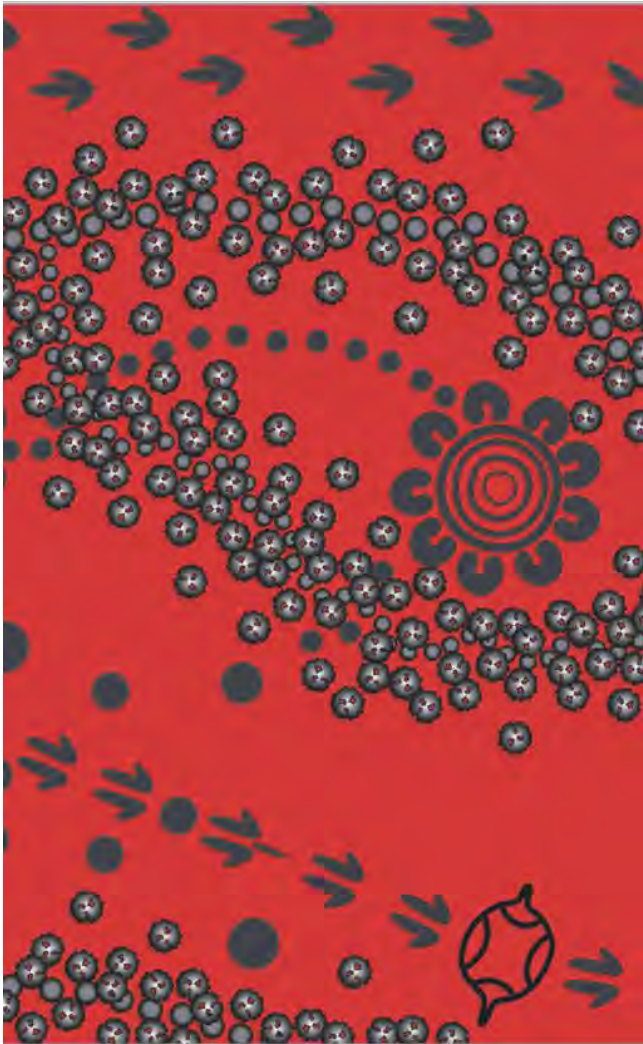
Kaurna Yarta Wara-Wantaka

(across Kaurna Country)

Artwork by Paul Herzich



© City of Salisbury



For thousands of years, Kaurna people have lived in and travelled across the landscape within the City of Salisbury.

Up to and around the time of colonisation, Kaurna people moved camps in accordance with the seasons. This holistic way of life gave the camps a chance to regenerate before they returned to it.

The tree-lined waterways of Dry Creek, Little Para River and Cobbler's Creek wind their way through the landscape and eventually drain amongst the mangrove forests along the Gulf St Vincent coastline.

Along the western edge of the city are some burial mound sites of Kaurna Ancestors. These places have always been highly significant cultural sites for all Kaurna people and will continue to be for a very long time.

A rare phenomenon within the city are the vernal pools, just south of Parafield Airport. These ephemeral ponds provide habitat for significant flora and breeding habitat for fauna. They were a good source of fresh water for Kaurna people in the cooler months.

The ibis flies around Green Fields Wetland, while emu and kangaroo have come into the area foraging for food. The Kaurna shield or Murlapaka is a cultural icon of all Kaurna people. Its inclusion states that this artwork is of Kaurna Country, People and Culture.

CASE STUDY

POORAKA FARM COMMUNITY CENTRE - JOURNEY TO RECONCILIATION CHARTER

We started our Journey many years ago with Uncle Frank Wanganeen and Uncle Dookie OAM coming into the centre for help with computing and photocopying and we got to know them and they got to know us and we became friends. We sat and listened to their stories and their life journeys and we shared ours. We learnt much about Aboriginal history that we had never been taught before. We wanted others to know what we had learned and we wanted to make a difference. We worked with Uncle Dookie and Uncle Frank and facilitated a Constitutional Recognition Workshop for the community to learn about the importance this has for Australia and the Aboriginal Community. We also celebrated NAIDOC week with a Flag Raising Ceremony and cultural activities each year. This Charter has been developed as our commitment to work with the Elders in the community to educate the staff volunteers and participants about Aboriginal Culture and History, encourage reconciliation in the community and to include Aboriginal Community Members at all levels of the planning at the centre.

Our Vision

Our Centre is united, vibrant and strong, and is built on the shared experience and innovation of our local community.

Through mutual respect and working in partnership with the community, we develop and deliver programs, events and activities that build relationships, support families and provide the opportunity for lifelong learning.

Our Missions

As Pooraka Farm Community Centre we:

- Overcome barriers and open doors, to make our space safe and accessible.
- Create a space that makes all Aboriginal people welcome and part of our community.
- Empower Aboriginal people to have a role in planning and implementing programs.
- Partner with Aboriginal people to advocate and to act for justice.
- Support the rich cultural diversity within our local community.
- Create collaboration and build strong relationships between Aboriginal and non-Aboriginal people.
- Foster an attitude of lifelong learning within our community.

Our Commitment

At Pooraka Farm Community Centre we are dedicated to providing opportunities, through friendship, support and our training and development projects and programmes. Our commitment is that we will work with the community in...

Strengthening relationships

As a community centre we honour and respect the Aboriginal community through the recognition and celebration of significant Aboriginal cultural events.

We will continue to engage with Aboriginal people to develop ways of working together, through the development of programs and activities in our Centre and are committed to working in partnership with Aboriginal people on the development of a long term plan for reconciliation.

Enhancing Respect

The Centre will implement a cultural awareness and development program for staff, volunteers and our board.

In partnership, we will identify opportunities to promote Aboriginal culture throughout our Centre and through our programs and activities.

Building Opportunities

Through our programs, we will work to enhance employment opportunities through opportunities for skill development and volunteering.

We will ensure that our board truly represents reconciliation, with a place at the board table for members of the local Aboriginal community.

Our Guiding Principles

Our Centre, through our staff and volunteers acknowledge and work to uphold our guiding principles, which are:

Respect and dignity: We respect everyone who attends the community centre and their right to do so

Non Judgement: We welcome everyone to the community centre

Empower: We provide opportunities through meetings, groups, services and training to empower people to take control of their lives

Build trust: We accept everyone and we work with honesty and integrity.

Safe place and strong relationships: We provide a safe and welcoming environment and we work together to achieve and maintain this

Enable connection: We provide opportunities to make friends and learn from each other in a safe environment

CASE STUDY

RECONCILIATION & NAIDOC PROGRAM OF EVENTS

For over 10 years the City of Salisbury has annually coordinated a program of public events/activities to recognise the significant dates of Reconciliation and NAIDOC weeks; and to celebrate Aboriginal culture across the Salisbury region. The City of Salisbury's ongoing commitment to the program, that promotes community awareness about Aboriginal culture, is highly regarded across the community.

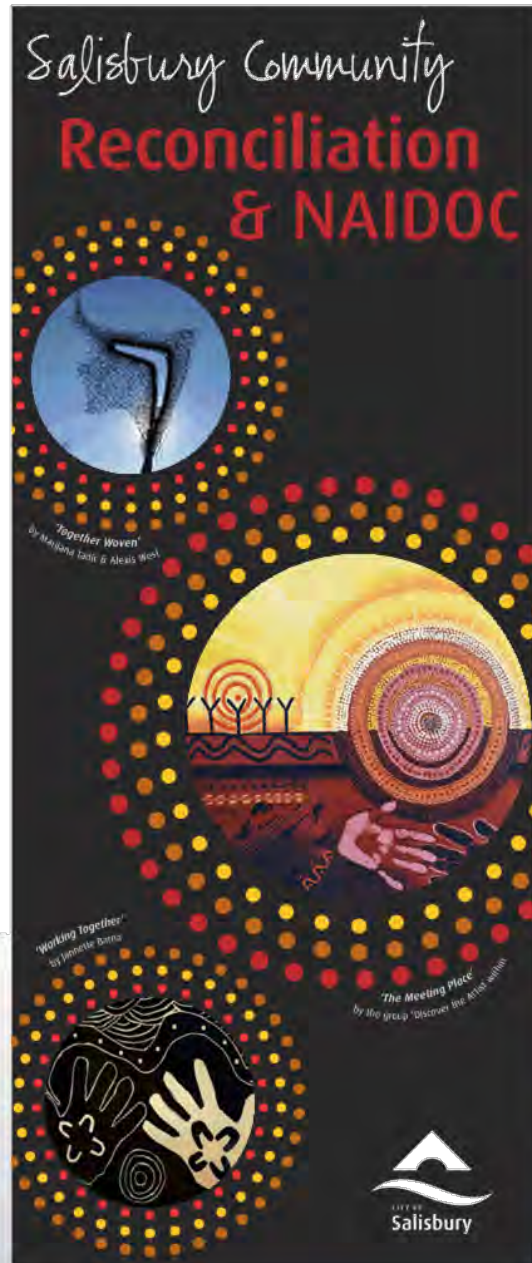
The events/activities recognising Reconciliation Week and NAIDOC Week links to the 2013 – 2016 Reconciliation Action Plan actions for:

- Recognition of significant dates: the City will recognise and support a program of events significant to Aboriginal dates.
- Cultural promotion: The City will identify opportunities to promote Aboriginal culture.
- Cultural Arts Partnership: the City will continue to develop arts and cultural partnerships for the delivery of Aboriginal arts programs; including with Marra Dreaming.
- Library Resources: The City will make available a range of resources for children and young people to educate them about Aboriginal culture and history.

The Salisbury Community Reconciliation & NAIDOC program of events and activities is developed in coordination with event organisers. A promotional brochure is developed and distributed across the local and wider community.

Events are held across Council including Community Centres and Libraries. In previous years this has included:

- 'Reconciliation in the North' morning tea – launch of the brochure of events/activities.
- Aboriginal art exhibitions.
- Aboriginal flag raising ceremony and cultural activities.
- Youth art and music celebration including showcasing local Aboriginal musicians and artists.
- Cultural activities including basket weaving facilitated by Marra Dreaming Indigenous Arts.
- Local native plants history and use presented by a Kaurna Elder.
- Recognising Aboriginal war service exhibition.
- Introduction to Kaurna language.
- Screenings of movies that recognise Aboriginal culture.



RELATIONSHIPS



The City of Salisbury has a long history and commitment of recognising and engaging with Aboriginal culture. This has included a partnership with Marra Dreaming Indigenous Arts; establishing the Reconciliation Action Plan Working Group; and, annual public activities/events that recognise Reconciliation and NAIDOC weeks.

Relationship actions align with the City Plan 2030 Key Direction - Liveable City 'A welcoming community that celebrates its diversity, embraces change and where people are able to participate in community life. It is a City with interesting places and experiences.'

ACTION	DELIVERABLE	TIME LINE	RESPONSIBILITY
1. RAP Working Group actively monitors RAP development and implementation of actions, tracking progress and reporting	a. The established RAP Working Group is consulted about the development, endorsement and launch of the next RAP.	Ongoing - review annually February	Social Policy
	b. The RAP Working Group includes Aboriginal community members and representation from local Aboriginal organisations.	Ongoing - review annually February	Social Policy
	c. RAP Working Group meetings are scheduled four times a year to continue to monitor the implementation and reporting of the City of Salisbury RAP.	Ongoing - review annually February	Social Policy
	d. The RAP Working Group Terms of Reference are reviewed annually.	Annual - review annually February	Social Policy
	e. Aboriginal members of the RAP Working Group are periodically consulted to provide cultural advice for projects related to the RAP.	Ongoing - review annually February	Social Policy Plus areas of Council requesting cultural information.
2. Celebrate and participate in National Reconciliation Week (NRW) and NAIDOC Week by providing opportunities to build and maintain relationships between Aboriginal and Torres Strait Islander peoples and other Australians	a. An annual program of events/ activities to recognise Reconciliation Week and NAIDOC Week across Salisbury is developed and promoted throughout the community, including a launch event.	Feb to July Annually	Social Policy And other relevant areas across Council.
	b. The City of Salisbury Reconciliation & NAIDOC program launch event is registered on the Reconciliation Australia's NRW website.	May - Annually	Social Policy
	c. RAP Working Group members are invited to attend an external Reconciliation Week activity.	May - Annually	Social Policy
	d. NAIDOC Annual Art Exhibition to recognise and celebrate Aboriginal culture.	July Annually	Community Planning and Vitality – Arts and Culture
	e. Through the Salisbury Seniors Magazine promote positive media about NRW and NAIDOC and feature stories about hosted events.	Annually – review annually October	Community Health and Wellbeing
	f. Provide opportunities for community to engage with cultural learning events/programs to increase cohesion and inclusion.	Ongoing – review annually October	Libraries
3. Develop and maintain mutually beneficial relationships with Aboriginal and Torres Strait Islander peoples, communities and organisations to support positive outcomes	a. Promote to staff the Salisbury Council's Aboriginal and Torres Strait Islander Community Engagement Guidelines within the internal Community Engagement handbook; including through Cultural Awareness sessions.	Ongoing – review annually October	Communications and Customer Relations People and Culture Social Policy
	For significant engagement project teams ensure these guidelines are used in addition to informing RAP Working Group about plans for engagement. Project team's reports to include how these guidelines were utilised.		People and Culture

	b. Maintain current relationships with key local Aboriginal organisation and explore emerging partnership opportunities and guiding principles for engagement.	Ongoing- review annually October	Social Policy Community Planning and Vitality
	c. Consult with RAP Working Group members about process of engaging with local Aboriginal and Torres Strait Islander community on emerging matters.	Ongoing- review annually October	Social Policy and liaison with other relevant areas of Council.
	d. Membership of Kurna Aboriginal representative on the Tourism and Visitor sub-committee to provide advice and enhance engagement from relevant Aboriginal groups.	Ongoing- review annually October	Communications and Customer Relations
	e. Continue to strengthen existing relationships and seek out opportunities to develop new relationships to support positive outcomes for Aboriginal and Torres Strait Islander community members.	Ongoing- review annually October	Community Health and Wellbeing
	f. Identify and build relationships with Aboriginal and Torres Strait Islander individuals and organisations to raise awareness of volunteer opportunities and benefits for participants.	Ongoing- review annually October	Community Health and Wellbeing
	g. Through the Intercultural Strategic Plan explore opportunities to enhance recognition and engagement with Aboriginal culture. (Note: links to the Intercultural Strategic Plan)	Ongoing- review annually October	Community Health and Wellbeing Social Policy
	h. Through the Youth Action Plan, develop and maintain mutually beneficial relationships with Aboriginal and Torres Strait Islander youth to identify opportunities for program development. (Note: links to Youth Action Plan)	Ongoing- review annually October	Community Capacity and Learning- Youth
	i. Explore links for collaborative partnership with Tauondi Aboriginal Corporation.	Ongoing- review annually October	Community Development
	j. Continue partnership with Aboriginal sports officers to increase Aboriginal participation in structured sports.	2019 to 2021 review annually October	Community Planning and Vitality- Sports Development
	k. Support Kurna representatives in seeking resources for cultural landscape design works within the City of Salisbury.	2019 to 2021- review annually October	Parks and Open Space Assets
	l. Explore partnership opportunities for development of cultural landscape design works at identified areas: eg Kurna Park signage.	2019 to 2021 review annually October	Parks and Open Space Assets
	m. Establish relationships with local Elders and seek opportunities for collaborative projects/events.	Ongoing - review annually October	Community Centre Management Committees and staff
4. Raise internal and external awareness of our RAP to promote reconciliation across our business and sector.	a. The Salisbury Council's RAP is available to staff and public through the Council's Reconciliation website; and copies available at main reception. The RAP is promoted through cultural awareness sessions; RAP Working Group members; key contacts; and, networks.	Ongoing - review annually October	Social Policy Communications and Customer Relations People and Culture
	b. The RAP is highlighted at meetings with relevant existing and new contacts to promote reconciliation through ongoing active engagement with stakeholders.	Ongoing- review annually October	Social Policy
	c. Maintain internal and external partnerships to identify opportunities to further the implementation of the Salisbury RAP eg: Reconciliation SA, LGA RAP Cluster etc.	Ongoing- review annually October	Social Policy

RESPECT



Enhancing respect actions focus on working together to increase awareness, understanding and acknowledgment of Kaurma heritage.

Direction - Liveable City 'A welcoming community that celebrates diversity, embraces change and where people are able to participate in community life. It is a City with interesting places and experiences'.

Respect actions align with the City Plan 2030 Key

ACTION	DELIVERABLE	TIME LINE	RESPONSIBILITY
5. Engage employees in continuous cultural learning opportunities to increase understanding and appreciation of Aboriginal and Torres Strait Islander cultures, histories and achievements	a. The Aboriginal and Torres Strait Islander cultural awareness training strategy for staff that identifies the cultural learning program for employees is further implemented. This includes slides in the online induction modules about local Aboriginal heritage and the RAP; face-to-face cultural learning opportunities; and a 'Walking on Country' bus tour for cultural immersion in the local area.	Ongoing- review annually October	People and Culture
	b. Local Aboriginal cultural awareness presenters are consulted on developing and presenting cultural awareness training.	Ongoing- review annually October	People and Culture
	c. Provide opportunities for RWG members, RAP champions, HR managers and other key leadership staff to participate in cultural training.	Ongoing- review annually October	People and Culture
	d. All new staff to complete cultural learning as part of the online induction modules.	Ongoing- review annually October	People and Culture
	e. Aboriginal consultants, approved by RAP Working Group to deliver cultural awareness training.	Ongoing- review annually October	People and Culture
6. Engage employees in understanding the significance of Aboriginal and Torres Strait Islander cultural protocols, such as Welcome to Country and Acknowledgement of Country, to ensure there is a shared meaning	a. Continue to implement and communicate the cultural protocol document for Kaurma Welcome to Country and Acknowledgement of Country.	Ongoing- review annually October	Social Policy People and Culture Governance Communications and Customer Relations Executive Office
	b. Maintain and review the list of RAP Working Group approved key contacts for presenting Welcome to Country.	Ongoing- review annually October	Social Policy Governance Communications and Customer Relations Executive Office
	c. Kaurma Welcome to Country is presented at key events as appropriate.	Ongoing- review annually October	Key event organisers Governance Communications and Customer Relations Executive Office
	d. Include an Acknowledgement of Country at the commencement of important internal and external meetings.	Ongoing- review annually October	Meeting organisers Governance Communications and Customer Relations Executive Office

	e Encourage staff to include an Acknowledgement of Country at the commencement of all meetings.	Ongoing- review annually October	All Governance Communications and Customer Relations Executive Office
7. Demonstrate respect to Aboriginal and Torres Strait Islander peoples and communities by embedding cultural protocols as part of the way our organisation functions	a. The City will include as a design requirement the inclusion of an Acknowledgment of Country plaque in any new community buildings.	As new construction is approved	Strategic Development Projects Property and Buildings Community Development
	b. The City will create and display an Acknowledgment of Country plaque in Council civic public buildings.	2019 to 2021 – review annually October	Property and Buildings
	c. Acknowledgement of Country included in relevant Council documents as per Council's Acknowledgement Protocol Guidelines.	Ongoing- review annually October	Communications and Customer Relations Governance Executive Office
	d. Acknowledging Kurna to be scoped and developed for key points across the City of Salisbury.	2019 to 2021 review annually October	Communications and Customer Relations Parks and Open Space Assets
8. Centralising information about Aboriginal significant areas in Council's region	a. Develop and implement a process for researching, consolidating, maintaining information and decision-making structures about Aboriginal significant areas in the Council's region.	2019 to 2021 – review annually October	Social Policy and other relevant areas of Council
9. Cultural resources and collections are developed/ updated	a. The City will develop a resource pool of images and text that can be accessed for public information booklets respecting the Kurna heritage of the Salisbury Community.	Ongoing- review annually October	Communications and Customer Relations
	b. The City will maintain a resource pool of images and text (respecting the Kurna heritage of the Salisbury Community and pre-approved by the RAP Working Group) that can be accessed for public circulation for specific Council projects eg; information booklets.	Annually- review annually October	Communications and Customer Relations
	c. Once developed the resource pool of images can be included in a section of the internal Communications Marketing Guide document.	2019 to 2021 review annually October	Communications and Customer Relations
	d. Aboriginal and Torres Strait Islander collections and resources are updated to enable all community to have access; including liaison with the Australian Library Services.	Ongoing - review annually October	Libraries
	e. Collect stories from local Aboriginal community members to add to Storyboard collection.	2019 to 2021 – review annually October	Community Planning and Vitality – Arts and Culture Social Policy
10. Provide opportunities for Aboriginal and Torres Strait Islander staff to engage with their culture and communities by celebrating NAIDOC Week	a. Review HR policies and procedures to ensure there are no barriers to staff participating in NAIDOC Week.	2019 November	People and Culture
	b. Explore process to provide opportunities for all Aboriginal and Torres Strait Islander staff to participate with their cultures and communities during NAIDOC Week.	2019 November	People and Culture and Line Managers

OPPORTUNITIES



Opportunities actions work towards engagement of Aboriginal community members to increase prospects within areas including employment, business development and skills development programs.

Opportunities actions align with the City Plan 2030 Key Direction - Liveable City 'A welcoming community that celebrates diversity, embraces change and where people are able to participate in community life. It is a City with interesting places and experiences.'

ACTION	DELIVERABLE	TIME LINE	RESPONSIBILITY
11. Investigate opportunities to improve and increase Aboriginal and Torres Strait Islander employment outcomes within our workplace	a. Collect information on our current Aboriginal and Torres Strait Islander staff to inform future employment opportunities.	2019 to 2021 – review annually October	People and Culture
	b. Develop and implement an Aboriginal and Torres Strait Islander Employment and Retention strategy.	2019 to 2021 – review annually October	People and Culture
	c. Engage with existing Aboriginal and Torres Strait Islander staff to consult on employment strategies, including professional development.	2019 to 2021 – review annually October	People and Culture
	d. Advertise all vacancies in Aboriginal and Torres Strait Islander media.	Ongoing – review annually October	People and Culture
	e. Review HR and recruitment procedures and policies to ensure there are no barriers to Aboriginal and Torres Strait Islander employees and future applicants participating in our workplace.	2019 to 2021 – review annually October	People and Culture
	f. Include in all job advertisements, 'Aboriginal and Torres Strait Islander people are encouraged to apply.'	Ongoing – review annually October	People and Culture
	g. Engage with external Aboriginal and Torres Strait Islander peoples and/or consultants to advise on recruitment, employment and retention strategies, including professional development through existing cluster group.	Ongoing – review annually October	People and Culture
	h. Work with Casual labour hire company for identifying strategy to provide opportunity for engaging casual Aboriginal employees.	2019 to 2021 – review annually October	People and Culture
	i. Establishing baseline data through collecting information on our current Aboriginal and Torres Strait Islander City of Salisbury staff demographics particularly measuring the number of self-identifying Aboriginal and Torres Strait Islander employees to inform future employment opportunities and career pathways.	Commencing July 2019	People and Culture
12. Investigate opportunities to incorporate Aboriginal and Torres Strait Islander supplier diversity within our organisation	a. Review and update procurement policies and procedures to ensure there are no barriers to procuring goods and services from Aboriginal and Torres Strait Islander businesses.	2019 to 2021 – review annually October	Strategic Procurement
	b. Develop and communicate to staff a list of Aboriginal and Torres Strait Islander businesses that may be used to procure goods and services.	2019 to 2021 – review annually October	Strategic Procurement
	c. Develop one commercial relationship with an Aboriginal and/or Torres Strait Islander owned business.	2019 to 2021 – review annually October	Strategic Procurement
	d. Investigate Supply Nation membership.	2019 to 2021 – review annually October	Strategic Procurement

13. Increasing economic development and business support for Aboriginal entrepreneurs	a. Develop a process to liaise with local community to best target Aboriginal businesses.	2019 to 2021 – review annually October	Economic Development and Urban Policy Social Policy
	b. Developing Aboriginal businesses in the Salisbury region: targeted marketing to promote Polaris Business Centre information programs focussed on opportunities to grow business and/or tender with Council. To potentially: <ul style="list-style-type: none"> • develop and encourage leadership in Aboriginal businesses. • encourage Aboriginal business engagement with Indigenous Business Australia/Supply Nation. • utilise networks to encourage Aboriginal business start-ups to acquire skills through Polaris program eg: self-employed focus. 	2019 to 2021 – review annually October	Economic Development and Urban Policy Strategic Procurement
14. Seek opportunities for Aboriginal community to participate in training events and collaborative projects that are being organised by Community Centres.	a. Encourage the recruitment of Aboriginal community members to volunteer roles.	Ongoing – review annually October	Community Centre Management Committee and staff.
	b. Providing culturally aware tutors and staff in training programs.	Ongoing– review annually October	Community Centre Management Committee and staff.
	c. Developing good working relationships with Aboriginal support agencies for referrals and marketing of programs in conjunction with Community Centres SA.	Ongoing– review annually October	Community Centre Management Committee and staff.
15. Recognise and support the academic achievements and aspirations of Aboriginal students	a. Continue the Phoebe Wanganeen Aboriginal and Torres Strait Islander Scholarships that supports Aboriginal and Torres Strait Islander City of Salisbury residents to study at any South Australian university or TAFE SA.	Ongoing– review annually October	Social Policy
	b. Continue support for the City of Salisbury region 'Just too Deadly's – annual year 7 educational achievement awards.	Ongoing– review annually October	Social Policy



GOVERNANCE, TRACKING PROGRESS AND REPORTING

ACTION	DELIVERABLE	TIME LINE	RESPONSIBILITY
16. Report RAP achievements, challenges and learnings to Reconciliation Australia	a. Complete and submit the RAP Impact Measurement Questionnaire to Reconciliation Australia annually.	30 September, annually	Social Policy
	b. Investigate participating in the RAP Barometer.	May 2020	Social Policy
17. Report RAP achievements, challenges and learnings internally and externally	a. Publicly report our RAP achievements, challenges and learnings.	December annually	Social Policy
18. Review, refresh and update RAP	a. Liaise with Reconciliation Australia to develop a new RAP based on learnings, challenges and achievements.	Commence October 2021	Social Policy Staff involved in reviewing current and planning future RAP actions
	b. Send draft RAP to Reconciliation Australia for review and feedback.	September 2022	Social Policy
	c. Submit draft RAP to Reconciliation Australia for formal endorsement	December 2022	Social Policy

*‘Enhance recognition,
relationships and
respect for Aboriginal
culture to enrich our
inclusive community.’*

City of Salisbury RAP Vision Statement



12 James Street, Salisbury, South Australia 5108
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ITEM	1.1.5
	POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
HEADING	Australia Day Events 2020
AUTHORS	Ann-Marie Arthur, Team Leader Place Curation & Cultural Development, Community Development Julie Kushnir, Communications & Customer Relations, Business Excellence
CITY PLAN LINKS	3.2 Have interesting places where people want to be. 4.1 Strengthen partnerships that enable us to better address our community's priorities. 3.4 Be a proud, accessible and welcoming community.
SUMMARY	The Australia Day Breakfast is one of Salisbury's largest events. The event is proposed to be held on 26 January 2020 at the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka.

RECOMMENDATION

1. Council notes the event information contained in this report.
2. Council approve the holding of the Australia Day Event 2020 at the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 The Australia Day celebration is a key event for the City of Salisbury, attracting up to 5,000 people, and providing a fun family experience on a day which brings people from all walks of life together to experience a "slice of Australia".
- 1.2 The City of Salisbury and Rotary Club of Salisbury have a long history of planning and delivering a family day picnic on Australia Day at Carisbrooke Park.
- 1.3 In 2017 the Rotary Club of Salisbury withdrew their involvement in delivering the event and the City of Salisbury took over delivery of the event. In 2019 the City of Salisbury worked with an event management company to deliver a slightly modified event in 2018 and 2019.
- 1.4 Changes during this transition included the reduced timing of the event, from a full day to a morning (breakfast) event ensuring attendees activities during the cooler part of the day.
- 1.5 The stage program was consolidated in 2019 to take place on one major stage. Feedback from guests was positive as many enjoyed watching the Citizenship Ceremony take place as part of the proceedings.

- 1.6 The 2019 event debrief discussion took place regarding the opportunity to host the Australia Day event in the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka.

2. CITY PLAN CRITICAL ACTION

- 2.1 Progress the revitalisation of the Salisbury City Centre including resourcing place management and activation.
- 2.2 Promote a positive image of Salisbury to attract investment, visitors and tourists, and increase community pride.

3. CONSULTATION / COMMUNICATION

- 3.1 Internal
 - 3.1.1 Community Development
- 3.2 External
 - 3.2.1 Event Management Companies
 - 3.2.2 Salisbury Business Association

4. REPORT

- 4.1 With the completion of the new Salisbury Community Hub, this presents an excellent opportunity to make use of the facilities for the City of Salisbury Australia Day Breakfast.
- 4.2 The new site provides toilets, performance spaces, flexible rooms that can be used as change rooms for performers, as well as power and water in Salisbury Civic Plaza-Inparrinthe Kumangka. This reduces the need to bring in this infrastructure.
- 4.3 By using Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka, there are likely to be budget savings. Whilst quotes are still being sought for this location, savings of up to \$10,000 may be realised once layout has been confirmed.
- 4.4 The 2020 event will be hosted from 8am – 11am and incorporate the Citizenship Ceremony, following required protocol.
- 4.5 Notionally, the entertainment planned will include stage performances from the local musicians such as the Salisbury City Band and Para Hills Brass Band. Additionally a number of family and children's activities such as face painting and live performances is proposed.
- 4.6 The free community breakfast will cater for specific dietary and cultural requirements and choices.
- 4.7 A temporary outdoor dining area will be set up on John Street, adjacent to traders.
- 4.8 Following the formal programming of the event (8am-11am), at approximately 11am there will be an Australian film played on the large screen, encouraging attendees to linger longer and support local traders adjacent to the site.
- 4.9 Staff will liaise and consult with local traders to encourage their involvement, thus increasing the potential economic benefit to them from the event.
- 4.10 The event will showcase cultural diversity of the Salisbury City Centre.

- 4.11 The Salisbury Business Association are supportive of the event and will work collaboratively to activate the Salisbury City Centre.
- 4.12 The event will be inclusive of the whole community, incorporating new citizens to celebrate and integrate into their community.
- 4.13 Hosting the event at the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka will promote future visitation of community members to the new facility and Salisbury City Centre.

5. CONCLUSION / PROPOSAL

- 5.1 The Australia Day Breakfast is a key event for the City of Salisbury, attracting over 6,000 people, and providing a fun family experience on a day which brings people from all walks of life together to experience a slice of Australia.
- 5.2 There is likely to be some budget savings, up to \$10,000, as a result of holding the event at the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka.
- 5.3 Holding the Australia Day Breakfast at the new Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka is supported by the Salisbury Business Association and will provide additional benefits to local traders, reduce infrastructure requirements, and provide an easier indoor alternative if there is inclement weather.
- 5.4 Australia Day has more recently experienced warmer weather which has lowered the number of patrons on the day. A venue such as the Salisbury Community Hub and Salisbury Civic Plaza-Inparrinthe Kumangka provides a venue that would be comfortable for patrons irrespective of the weather.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/10/2019

ITEM	1.1.6
	POLICY AND PLANNING COMMITTEE
DATE	21 October 2019
HEADING	Update regarding the Intercultural Strategic Alliance
AUTHOR	Pippa Webb, General Manager Community Development, Community Development
CITY PLAN LINKS	1.1 Have a community with the skills, knowledge and agility to participate in a rapidly changing economy. 3.1 Be an adaptive community that embraces change and opportunities. 4.1 Strengthen partnerships that enable us to better address our community's priorities.
SUMMARY	20 May 2019 Council was provided with an update of the year one actions in relation to the implementation of the Intercultural Strategic Plan. This report provides information regarding the activities of the Intercultural Strategic Alliance which was met twice since that report. In addition, this report provides a brief regarding a request from the Department for Home Affairs to assist in relation to community consultations with the Salisbury Community in October on issues affecting those who have newly arrived to our community

RECOMMENDATION

1. That the information be received.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. SICA Terms of Reference 2019
2. Volunteer Role Statement - SICA
3. Salisbury Intercultural Community Alliance Members list
4. Intercultural Strategic Alliance Members .

1. BACKGROUND

- 1.1 The City of Salisbury's City Plan 2030 contains a strong commitment to our diverse community, stating that 'we have a diverse and multicultural community which enriches our City' (City Plan, page five). Demographically, 31% of City of Salisbury's population is of culturally and linguistically diverse backgrounds.
- 1.2 The Council endorsed Intercultural Strategic Plan 2017-2027, consists of 17 high level directions guiding City of Salisbury to be an Intercultural City. An Intercultural City is defined as a City which successfully integrates diverse cultures, encouraging the learning, and interaction between people of different nationalities, languages and beliefs.

- 1.3 The Plan is informed by the National Anti-Racism Strategy 2012, Australia's Human Rights Framework 2010 and Australia's Multicultural Access & Equity Policy. Additionally, the Plan reflects extensive and meaningful community and stakeholder consultation undertaken in 2017.
- 1.4 Complementing the Intercultural Strategic Plan 2017-2027, the Intercultural Strategic Implementation Action Plan 2017-2021 outlines specific programs, policies and activities to be implemented by Council. The Action Plan indicates resourcing, deliverables and assigns responsibility to Departments and/or Divisions for its 43 actions.
- 1.5 Since the endorsement of the Plan, the delivery of several ongoing actions and existing intercultural operations/services include:
- Continuing Intercultural group at Pine Lakes Centre.
 - 10 cultural and language groups services offered through community and seniors centres.
 - The Building Thriving Intercultural Communities Project at Morella Community Centre.
 - A Fostering Integration Salisbury Intercultural Project.
 - Continuing English language classes at Community Centers.
 - Celebration of cultural milestones through events drawing people of diverse cultural backgrounds together (for example Harmony Week Celebrations, Refugee Week events).
 - Continuing and expanded Libraries Bi-lingual Storytime.
 - Languages other than English Collections at libraries, involvement of communities in selections.
- 1.6 City of Salisbury has made considerable progress in becoming an intercultural city. A large number of the actions are ongoing and will be continued in the following years and beyond the Plan.

Direction 4 Intercultural Alliance

- 1.7 Direction 4 of the Intercultural Strategic Plan is to 'Develop an Intercultural Alliance'. The purpose of this group is to facilitate feedback and to act as a grass roots sounding board for the implementation of the Plans objectives, and to provide avenues for two way communication. The Salisbury Intercultural Community Alliance (SICA) is a volunteer group which has been established after a public call for nominations. The Alliance was formed in June 2019 and has met twice since. Membership of the Community Alliance is contained in Attachment three.
- 1.8 SICA provides a strong connection between Council staff and our diverse community members to ensure ideas, issues and discussions are heard by Council staff. This feedback will inform the implementation of the Intercultural Strategic Plan.
- 1.9 In addition to SICA, a higher level strategic advisory group was formed after Councils endorsement, called the Intercultural Strategic Alliance (ISA). The purpose of the ISA is to provide advice regarding advocacy on policy to support the Salisbury Communities, as well as to foster understanding of the Councils

approaches to supporting the community at amongst senior government policy makers and service providers. The current membership of ISA is contained in Attachment four.

- 1.10 The purpose of this Strategic Alliance will be to provide Council with contemporary and timely advice regarding the policy context for the implementation of the plan as well as to alert Council to any relevant changes in policy and strategy which affect the community. The aim is for the Alliance is to be a key strategy and policy conduit to facilitate reforms, advocate and provide advice to inform decision making and support strategic direction relating to Interculturalism.
- 1.11 The first meeting of the ISA was held on 4 July 2019 and on September 5th 2019 the Alliance met again to consider their priority recommendations to Council.

2. REPORT

Intercultural Strategic Alliance

- 2.1 At the September meeting of the ISA there was broad agreement that the Alliance make a series of recommendations to Council regarding the adoption of an advocacy platform, in relation to some key issues affecting the City of Salisbury. This position is yet to be ratified by the meeting of ISA.
- 2.2 Alliance members indicated at the September meeting that some of their parent organization may also be in a position to consider adopting similar statement which would facilitate collective messaging with a view to seek where possible new or improved initiatives for government as well a highlight needs.
- 2.3 Once the group have finalised their recommendation, a report to council will be prepared seeking Councils advice in relation to the recommendations made by the Alliance. Below is a list of the issues which have been canvassed for inclusion in the Advocacy Statement.
- 2.4 Better information regarding refugee arrival flow to Salisbury.
 - 2.4.1 (this stems from feedback that the arrival flows are disjointed and patchy which affects services ability to plan and respond to demand fluctuations.
- 2.5 Advocate that the State and Federal Governments provide improved capital and social infrastructure to support those newly arriving.
 - 2.5.1 This is as a result of the majority of arrivals for SA being placed in Salisbury without any commensurate additional capital infrastructure or social supports other than initial arrival programs.
- 2.6 Explore possibilities for “regional” settlement and the relocation of major department/statutory authorities to Salisbury (as has occurred in regional eastern states).
 - 2.6.1 This was raised in the context of economic growth and employment to support the newly arrived communities as they seek work.

- 2.7 Advocate for insurance options for newly arrived groups to access and participate
- 2.7.1 Many new arrived groups don't have the necessary organisational capacity to take out insurance which prevents them from participating fully in social life in their new communities.
- 2.8 Identify the industry and skills needs at the local level to input in a timely way the skilled migration lists.
- 2.8.1 This was a critical factor impeding full economic participating affecting both skilled arrivals and humanitarian refugees.
- 2.9 Improved affordable housing options
- 2.9.1 The Alliance was keen to highlight Council leadership in relation to this issue including the Strategic Property Developments as well as the Low Cost Affordable Housing Research Paper (the Holmes Dyer report).

Department of Home Affairs, Immigration and Settlement Services
Office approach to staff

- 2.10 The Department of Home Affairs, Immigration and Settlement Services office contacted staff on the 13th of September regarding a series of consultations to support Minister David Coleman's priority of harnessing community goodwill and improving settlement outcomes within the Australian refugee settlement program.
- 2.11 The Department of Home Affairs is conducting a series of Refugee and Community Consultations across Australia between now and early November 2019.
- 2.12 Community consultations will involve:
- Refugee Consultations exploring refugee experiences across a number of key settlement themes.
 - Community Roundtables bringing together service providers, faith-based groups, community services organisations, multicultural community groups, charitable organisations, volunteering networks, sporting and recreational clubs and representatives of business and chambers of commerce to discuss the mobilisation of additional local support for refugees in a number of key areas.
- 2.13 The objectives for greater community assistance will include:
- creating greater opportunities for refugees to gain access to the Australian workplace experience in local businesses that may subsequently create sustainable employment;
 - assisting refugees with English language acquisition, and building social connections through practicing English; and
 - the ability to participate in sporting or hobby groups at a discounted fee level to encourage the development of stronger social bonds.
- 2.14 Consultations for the City of Salisbury at the time of writing this report are scheduled for Thursday 17th and 18th of October 2019.
- 2.15 There is some impact of council resources as the department is relying on our knowledge and expertise to support community participation in the consultations.

3. CONCLUSION / PROPOSAL

- 3.1 Ensuring that the policy setting support our community at both the state and federal level is important to avoid the unintended pressure across Community Services. Without adequate services and infrastructure additional pressure can be felt by Council to fill gaps and increase service levels. It is important that Council provides leadership and support and advocates for change when required.
- 3.2 The purpose of establishing the ISA was to ensure that Council was well informed regarding any relevant advocacy required and the alliance is in the process of developing and recommending to Council key elements it could consider.
- 3.3 In addition as a result of the work of the City of Salisbury in relation to Interculturalism, the Department of Home Affairs has made contact to request assistance in facilitating a series of community consultation on this topic in October.
- 3.4 This report is provided by way of information to Council and it is recommended that Council note the information contained in this report, including the impact of resources to co-ordinate the consultation activities with the Department of Home Affairs.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/10/2019

Updated 26/06/19



1 Role and Purpose of Salisbury's Intercultural Community Alliance

- 1.1** The purpose of the Salisbury Intercultural Community Alliance is to provide coordination, effective communication and guidance to the City of Salisbury's intercultural issues, and for the implementation of the Intercultural Strategic Plan 2017-2027.
- 1.2** The development of the Salisbury's Intercultural Community Alliance demonstrates Council's commitment to ensure that 'the voices' of our residents are integrated into key aspects of decision making, provide strategic leadership in the development and regular review of policies and strategies that are inclusive, empowering and build the capacity for the City of Salisbury's community'.

2 Vision

- 2.1** "Salisbury – A flourishing City with opportunity for all" (Salisbury City Plan – 2030)

3 Roles and Responsibilities

- 3.1** The Salisbury Intercultural Community Alliance will:
 - Be coordinated, collaborative and strategic in its approach to developing and reviewing policies and strategies.
 - Seek community views on intercultural issues in the City of Salisbury, including through the networks with which they are associated with.
 - Ensure the Council is an advocate for intercultural community identified issues and needs. Assist in identifying ways to involve other community member input.
 - Encourage and support new ways to gather community feedback.
 - Provide information to other community members.

Updated 26/06/19

3.2 Role of Members

- Seek community views on intercultural issues in the City of Salisbury, including through the networks with which they are associated.
- Be respectful of individual views.

3.3 Conduct of Members

- The Salisbury Intercultural Community Alliance members will adhere to the City of Salisbury Code of Conduct for volunteers.
- The Salisbury Intercultural Community Alliance members and staff observe confidentiality in matters related to other agencies, individuals and identified organisational views.

4 *Goals and Strategies*

4.1 The Alliance Goals are to

- Promote the Salisbury Intercultural Strategic Plan 2017-2027.
- Enable ongoing community communication, participation and engagement on the Intercultural Strategic Implementation Plan.
- Advocate for partnerships with government and non-government sector.
- Influence decisions regarding recognition, celebration, events, services and programs.
- Help maximise Council's internal capacity.

4.2 These will be achieved through

- Sharing information with Salisbury Intercultural Community Alliance members as well as across all relevant community and social groups within the community.
- Providing continual review and feedback on the Salisbury Intercultural Strategic Implementation Plan.
- Proactively seeking to identify opportunities for partnerships.
- Participating in Broader City of Salisbury community engagement opportunities.
- Inviting input by guest speakers including Council staff.
- Giving advice to the City of Salisbury or other organisations.

5 *Status of the Salisbury's Intercultural Alliance*

- 5.1** The Alliance is a resource for Council's implementation of its Intercultural Strategic Plan.
- 5.2** The Alliance as a whole may make recommendations for Council management or Elected Members to consider.
- 5.3** These Terms of Reference will be reviewed at the third meeting of the year. Any changes will be distributed to the membership at least four weeks before the next meeting and the Terms of Reference will be agreed on at that

2

Updated 26/06/19

meeting.

6 Meeting Details

- 6.1** The meeting dates and frequency will be agreed on the first meeting of the first year of operation.
- 6.2** In the event of a dispute or grievance arising within the Alliance, every effort will be made to resolve the grievance by negotiation in a professional, timely and confidential manner and may include the review of memberships.

7 Membership & Participation

- 7.1** Participation is open to any individual who meets the requirements outlined in the Expression of Interest and acts within the Terms of Reference.
- 7.2** To qualify for membership members should represent diverse cultural backgrounds (including ethnicity, religion, culture, ability etc.) and be of a wide variety of ages.
- 7.3** Members are expected to attend all meetings where reasonably possible.
- 7.4** Memberships will be reviewed every 6 months with careful consideration of the contributions of each member for continued membership.

8 Responsibilities of All Members

- 8.1 Council staff, individual and organisational members will**
- Lead and participate the operation of the Salisbury Intercultural Community Alliance within the terms of reference.
 - Facilitate open communication and management of meetings, minutes, members and relevant information.
 - Adhere and lead the Alliance to the Council values and strategic objectives outlined in the City of Salisbury City Plan, Intercultural Strategic Plan and Implementation Plan.

9 Chairman and Deputy Chairman

- 9.1** The Chair will be a Council staff member with a Deputy Chair chosen in a meeting of the network.

10 Minutes

- 10.1** Council staff will be responsible for preparation of agendas which will be distributed within no less than 7 business days of meeting.
- 10.2** Members can add relevant items to the agenda up to 5 business days prior to the meeting. Items can be submitted later but will be discussed if time permits.
- 10.3** Minutes will be taken at meetings and a draft version distributed by Council staff within 10 working days of a network meeting; the next network meeting will amend or confirm the draft minutes.

3

Updated 26/06/19

Salisbury Intercultural Community Alliance Volunteer

This role is designed for a volunteer to assist with the Salisbury Intercultural Community Alliance.

Activity

This role may involve the following:

- Providing excellent service to customers
- Operating within the Salisbury Intercultural Community Alliance Terms of Reference to promote, engage and advise the City of Salisbury as an Intercultural City and the implementation of the Salisbury Intercultural City Strategic Plan 2017-2027
 - Providing opportunities for the intercultural learning though:
 - Regular attendance and contribution at meetings and workshops
 - Regular communication with people from culturally and linguistically diverse backgrounds
 - Actively seeking new members for the group during recruitment stages or on an as-needed basis
 - Providing quality feedback to stakeholders including the culturally and linguistically diverse community and council
 - Developing, shaping and providing advice by connecting to local communities and acting as a sounding board for existing social relationships and the council
- Effective communication when representing the Alliance to external or internal stakeholders
- Basic administration as requested
- Assisting with committee activities and events as requested
- Other similar activities as directed by the coordinator

Skills and knowledge

- Good communication skills, including active listening skills
- Basic administration and English literacy skills
- Ability to engage with others, especially those from diverse backgrounds and council staff
- Knowledge of issues facing culturally and linguistically diverse communities
- Safe manual handling practices knowledge and skills

Character

A volunteer in this role must be reliable, punctual, cooperative, respectful, use initiative, be a good communicator, accept direction and feedback and be a productive team member

Supervision

A volunteer in this role reports to the City of Salisbury staff member detailed in their welcome letter

Training

All volunteers will be inducted to the organisation and the site. They will receive instruction on safe operating procedures and other health and safety practices. Volunteers may also be asked to attend training that develops or maintains their knowledge or skills. It is an expectation that volunteers will make every effort to attend training.

Special conditions

A current satisfactory background screen is required prior to commencement and on request

I have read, understood and agree to abide by this role statement:

Name _____ Signature _____ Date _____

Salisbury Intercultural Community Alliance Members list

1. Sam Nilan
2. Nanda Chamlagai
3. Asmaa Ahmed
4. Sohila Sadiqi
5. Hari Chhetri
6. Pau Suan Lian Naulak
7. Lesley Aguilar
8. Gioia Small
9. Sandra Selomandin
10. Tatiana Smith
11. Poorvi Porwal
12. Monu Chamlagai

Intercultural Strategic Alliance Members

Members:

Helena Kyriazopoulos

CEO

Multicultural Communities Council of SA

Member of the Australian Multicultural Council 2018-2021

Department of Home Affairs Home

Deb Stringer

CEO

Australian Refugee Association

Marisa La Falce

Senior Policy Adviser

Multicultural Affairs

Department of the Premier and Cabinet

Michael Schultz

Senior Manager Settlement Services

AMES Australia

Mayor, City of Salisbury Gillian Aldridge

Ex-officio member

Cr. Chad Buchanan

Elected Member

City of Salisbury

Cr Sarah Ouk

Elected Member

City of Salisbury

Pippa Webb – SISA Chairperson

General Manager, Community Development

City of Salisbury

Vesna Haracic

Manager Community Health & Wellbeing

City of Salisbury

Intercultural Community Alliance members

Hari Chhetri

Gioia Whittingham

Lesley Aguilar