



## **AGENDA**

**FOR COUNCIL MEETING TO BE HELD ON**

**27 SEPTEMBER 2021 AT 6.30 PM**

**IN THE COUNCIL CHAMBER, 34 CHURCH STREET, SALISBURY**

### **MEMBERS**

Mayor G Aldridge  
Cr M Blackmore  
Cr L Braun  
Cr B Brug  
Cr C Buchanan (Deputy Mayor)  
Cr A Duncan  
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 Infrastructure, Mr J Devine  
General Manager Community Development, Mrs A Pokoney Cramey  
General Manager City Development, Ms M English  
Manager Governance, Mr R Deco  
Team Leader Corporate Governance, Mr B Kahland  
Governance Support Officer, Ms K Boyd

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## **KAURNA ACKNOWLEDGEMENT**

*The City of Salisbury acknowledges that we are meeting on the traditional Country of the Kurna 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 Kurna people living today.*

## **PRAYER**

*Father in heaven*

*We thank you for the wondrous resources of our City, for its people, its environment and its sense of community.*

*We thank you for the opportunity to now deliberate over how best to help our community.*

*Please bless that we will respect one another and that we will all do our best to make decisions that will help our community to grow and prosper.*

*Bless our efforts this day in God's name.*

*Amen.*

## **APOLOGIES**

## **LEAVE OF ABSENCE**

## **PUBLIC QUESTION TIME**

## **DEPUTATIONS**

No Deputations have been received.

## **PRESENTATION OF MINUTES**

Presentation of the Minutes of the Council Meeting held on 23 August 2021.

## **PETITIONS**

No Petitions have been received.

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## COMMITTEE REPORTS

### 1 Policy and Planning Committee Meeting

*Chair - Cr C Buchanan*

That Council adopts the recommendations of the Policy and Planning Committee Meeting on 20 September 2021 listed below, with the exception of Item(s):

### and ###

which was/were withdrawn to be considered separately.

#### *Administration*

##### **1.0.1 Future Reports for the Policy and Planning Committee**

It is recommended to Council:

That Council:

1. Receives and notes the information.

#### *For Decision*

##### **1.1.1 Sponsorship - Bowls SA South Australian Super League**

It is recommended to Council:

That Council:

1. Notes that a sponsorship proposal, as set out in Attachment 1 to this report (Policy and Planning Committee, 20/09/2021, Item No. 1.1.1) has been received from Bowls SA to the City of Salisbury for the continued sponsorship of the SA Super League in 2022.
2. Authorises the CEO or delegate to negotiate into a sponsorship agreement for three-years on the basis of the principles outlined in Paragraph 3.9 of this report (Policy and Planning Committee, 20/09/2021, Item No. 1.1.1) and in line with the City of Salisbury's Sponsorship Policy.
3. Approves the development of a First Quarter Budget Review Bid for the amount of \$15,000, with a copy of the bid to be provided at the November 2021 Finance and Corporate Services Committee.

#### *For Information*

##### **1.2.1 Signing Green Partnership**

It is recommended to Council:

That Council:

1. Receives and notes the information.
2. Authorises the Chief Executive Officer to sign the National Park City [charter](#) on behalf of Council.
3. Approves for the Administration to contact Green Adelaide, National Parks City to discuss further what on ground action can be taken to support and partner on this initiative within the City and report back to Council on the detailed conditions and policies that relate directly to Council once these are known.

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4. Approves the request from Green Adelaide to contribute \$10k for canopy cover and heat mapping to be undertaken in summer 2021/22 in partnership with other contributing Councils, with the cost to be funded from existing the existing budget.

***Confidential Items***

***Refer to CONFIDENTIAL ITEMS section of Council Agenda***

**1.4.1 Structure Plan West Port Wakefield Road**

**1.4.2 St Kilda Future Development Opportunities**



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## **2 Finance and Corporate Services Committee Meeting**

### ***Chair - Cr D Proleta***

That Council adopts the recommendations of the Finance and Corporate Services Committee Meeting on 20 September 2021 listed below, with the exception of Item(s):  
### and ###

which was/were withdrawn to be considered separately.

### ***Administration***

#### **2.0.1 Future Reports for the Finance and Corporate Services Committee**

It is recommended to Council:

That Council:

1. Receives and notes the information.

### ***For Decision***

#### **2.1.1 2020-2021 Carried Forward Funds and Budget Adjustments**

It is recommended to Council:

That Council:

1. Approves the 2021/22 budget be increased with \$26,088,600 funds carried forward to be applied as detailed in the Schedule of Funds Carried Forward from 2020/2021 to 2021/2022 in Attachment 1 to this report (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).
2. Approves the 2020/2021 project expenditure budgets be reduced to reflect returned funds of \$13,220,200, reduction in grant income of \$534,000, and transfer to developer reserve of \$221,900 as per the Schedule of Funds Returned to Council 2020/2021 in Attachment 2 to this report (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).
3. Approves the 2020/2021 project expenditure budgets be increased to reflect additional actual expenditure of \$225,000, as per the Schedule of Budget Adjustments 2020/2021 in Attachment 3 to this report (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).
4. Approves transfers of \$1,306,000 to balance completed programs and projects, and appropriately align budgets for carry forward purposes, as per the Schedule of Budget Transfers 2020/21 in Attachment 4 to this report (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).
5. Approves the 2020/21 project over expenditures be offset within the respective 2021/22 program budget allocations:

<b>Property &amp; Buildings</b>	
PR26231 Salisbury United Season Relocation Expenses	\$17,800

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6. Approves the 2021/22 Budget be adjusted to remove the second instalment payment of Local Roads and Community Infrastructure grant of \$1,349,100 noting these funds were received in 2020/21 and included in the 2020/21 Third Quarter Budget Review. Details of these adjustments are contained in Attachment 5 to this report Schedule of Grant Funding Adjustments (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).
  7. Approves the 2020/21 Budget be adjusted for successful grant funding of \$137,400, with expenditure budgets carried forward, as detailed in Attachment 5 to this report Schedule of Grant Funding Adjustments (Item No. 2.1.1, Finance and Corporate Services Committee, 20/9/2021).

### **2.1.2 Loan Borrowings 2020/21 and 2021/22**

It is recommended to Council:

That Council:

1. Receives the information.
2. Approves the balance of the Property Disposal Reserve of \$1,500,000 be applied to the reduction of borrowing requirements.
3. Approves the establishment of a 10 Year Cash Advance Debenture of \$23.2 million, to enable the delivery of the 2021/22 Budget.

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### **3 Governance and Compliance Committee Meeting**

***Chair - Cr J Woodman***

That Council adopts the recommendations of the Governance and Compliance Committee Meeting on 20 September 2021 listed below, with the exception of Item(s):

### and ###

which was/were withdrawn to be considered separately.

#### ***Administration***

##### **3.0.1 Future Reports for the Governance and Compliance Committee**

It is recommended to Council:

That Council:

1. Receives and notes the information.

#### ***For Decision***

##### **3.1.1 Review of Plaques and Memorials Policy 2021**

It is recommended to Council:

That Council:

1. Adopts the Plaques and Memorials Policy as set out in Attachment 1 to this report (Governance and Compliance Committee 20/09/2021, Item No. 3.1.1) noting the following general amendments:
  - a. Grammatical and formatting alterations with updated Council role titles.
  - b. Clear definition within Appendix A 'Application & Approvals Process' of roles and responsibilities of administration where it pertains to the Community Planning Division and Infrastructure Management Divisions, respectively.

##### **3.1.2 Prescribed Officers**

It is recommended to Council:

That Council:

1. Approves the Chief Executive Officer be delegated the authority to determine the officers or officers of a class within Council Administration which will be subject to the operation of Chapter 7, Part 4, Division 2 of the *Local Government Act 1999 (SA)* on Register of Interest.

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### **3.1.3 Review of Delegations and New Delegations Framework**

It is recommended to Council:

That Council:

1. Revokes its previous delegations to the Chief Executive Officer, effective from 30 September 2021, of those powers and functions under:
  - Burial and Cremation Act 2013
  - Burial and Cremation Regulations 2014
  - Community Titles Act 1996
  - Dog and Cat Management Act 1995
  - Electricity Act 1996
  - Electricity (Principles of Vegetation Clearance) Regulations 2010
  - Electronic Conveyancing National Law (SA) Act 2013
  - Environment Protection Act 1993
  - Environment Protection (Waste to Resources) Policy 2010
  - Expiation of Offences Act 1996
  - Fences Act 1975
  - Fines Enforcement and Debt Recovery Act 2017
  - Fire and Emergency Services Act 2005
  - Fire and Emergency Services Regulations 2021
  - Food Act 2001
  - Food Regulations 2017
  - Freedom of Information Act 1991
  - Freedom of Information (Fees and Charges) Regulations 2018
  - Gas Act 1997
  - Heavy Vehicle National Law (schedule to the Heavy Vehicle National Law (South Australia) Act 2013)
  - Land and Business (Sale and Conveyancing) Act 1994
  - Land Acquisition Act 1969 and Regulations 2004
  - Landscape South Australia Act 2019
  - Landscape South Australia (General) Regulations 2020
  - Landscape South Australia (Water Management) Regulations 2020
  - Liquor Licensing Act 1997
  - Local Government Act 1999
  - Local Nuisance and Litter Control Act 2016
  - Local Nuisance and Litter Control Regulations 2017
  - Mining Act 1971
  - Mining Regulations 2020
  - Real Property Act 1886
  - Roads (Opening and Closing) Act 1991
  - Road Traffic Act 1961
  - Road Traffic (Miscellaneous) Regulations 2014
  - Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014
  - Safe Drinking Water Act 2011
  - South Australian Public Health Act 2011

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- South Australia Public Health (General) Regulations 2013
  - South Australia Public Health (Legionella) Regulations 2013
  - South Australia Public Health (Wastewater) Regulations 2013
  - State Records Act 1997
  - Strata Titles Act 1988
  - Supported Residential Facilities Act 1992
  - Supported Residential Facilities Regulations 2009
  - Water Industry Act 2012
  - Water Industry Regulations 2012
  - Council ByLaw No 1 – Permits and Penalties ByLaw
2. Delegates, in exercise of the power contained in section 44 of the *Local Government Act 1999* the powers and functions under the following Acts and specified in the proposed Instruments of Delegation contained in Attachment 2 of this report (Governance and Compliance 20/09/2021, Item No. 3.1.3) from 1 October 2021 to the person occupying the position of Chief Executive Officer except where otherwise indicated in the Attachment, subject to the conditions and/or limitations specified herein or in the Schedule of Conditions in each proposed Instrument of Delegation:
- Burial and Cremation Act 2013
  - Burial and Cremation Regulations 2014
  - Community Titles Act 1996
  - Cost of Living Concessions Act 1986
  - Crown Land Management Act 2009
  - Disability Inclusion Act 2018
  - Disability Inclusion Regulations 2019
  - Dog and Cat Management Act 1995
  - Dog and Cat Management Regulations 2017
  - Electricity Act 1996
  - Electricity (Principles of Vegetation Clearance) Regulations 2010
  - Environment Protection Act 1993
  - Environment Protection Regulations 2009
  - Environment Protection (Air Quality) Policy 2016
  - Environment Protection (Noise) Policy 2008
  - Environment Protection (Used Packaging Materials) Policy 2012
  - Environment Protection (Waste to Resources) Policy 2010
  - Expiation of Offences Act 1996
  - Fines Enforcement and Debt Recovery Act 2017
  - Fire and Emergency Services Act 2005
  - Fire and Emergency Services Regulations 2021
  - Food Act 2001
  - Food Regulations 2017
  - Freedom of Information Act 1991
  - Freedom of Information (Fees and Charges) Regulations 2018
  - Gas Act 1997
  - Heavy Vehicle National Law (schedule to the Heavy Vehicle National Law (South Australia) Act 2013)

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- Heavy Vehicle (Mass, Dimension and Loading) National Regulation(NSW)
  - Independent Commissioner Against Corruption Act 2012
  - Labour Hire Licensing Act 2017
  - Land and Business (Sale and Conveyancing) Act 1994
  - Land Acquisition Act 1969 and Regulations 2004
  - Landscape South Australia Act 2019
  - Landscape South Australia (General) Regulations 2020
  - Landscape South Australia (Water Management) Regulations 2020
  - Liquor Licensing Act 1997
  - Local Government Act 1999
  - Local Government (Building Upgrade Agreements) Regulations 2017
  - Local Government (Financial Management) Regulations 2011
  - Local Government (General) Regulations 2013
  - Local Government (Members Allowances and Benefits) Regulations 2010
  - Local Government (Procedures at Meetings) Regulations 2013
  - Local Government (Elections) Act 1999
  - Local Nuisance and Litter Control Act 2016
  - Local Nuisance and Litter Control Regulations 2017
  - Magistrates Court Rules 1992
  - Mining Act 1971
  - Mining Regulations 2020
  - Ombudsman Act 1972
  - Private Parking Areas Act 1986
  - Real Property Act 1886
  - Roads (Opening and Closing) Act 1991
  - Road Traffic Act 1961
  - Road Traffic (Miscellaneous) Regulations 2014
  - Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014
  - Safe Drinking Water Act 2011
  - Safe Drinking Water Regulations 2012
  - South Australian Public Health Act 2011
  - South Australia Public Health (General) Regulations 2013
  - South Australia Public Health (Legionella) Regulations 2013
  - South Australia Public Health (Wastewater) Regulations 2013
  - State Records Act 1997
  - Strata Titles Act 1988
  - Supported Residential Facilities Act 1992
  - Supported Residential Facilities Regulations 2009
  - Water Industry Act 2012
  - Water Industry Regulations 2012
  - Council ByLaw No 1 – Permits and Penalties ByLaw

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3. Notes that such powers and functions may be further delegated by the Chief Executive Officer in accordance with Sections 44 and 101 of the *Local Government Act 1999* as the Chief Executive Officer sees fit, unless otherwise indicated herein or in the Schedule of Conditions contained in each such proposed Instrument of Delegation.

**Delegations Made under the *Food Act 2001***

4. Delegates, in exercise of the powers contained in Section 91 of the *Food Act 2001*, the powers and functions under the *Food Act 2001* specified in the proposed Instrument of Delegation contained in Attachment 2 are hereby delegated from 1 October 2021 to the person occupying the office of Chief Executive Officer (“the head of the enforcement agency” for the purposes of the *Food Act 2001*), subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Food Act 2001*.
5. Such powers and functions may be further delegated by the Chief Executive Officer as the Chief Executive Officer sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Food Act 2001*.

**Delegations under Supported Residential Facilities Act 1992**

6. In exercise of the power contained in Section 9 of the *Supported Residential Facilities Act 1992*, the powers and functions under the *Supported Residential Facilities Act 1992* and *Supported Residential Facilities Regulations 2009* specified in the proposed Instrument of Delegation contained in Attachment 2 are hereby delegated from 1 October 2021 to the person occupying the office of Chief Executive Officer, subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Supported Residential Facilities Act 1992*.
7. Such powers and functions may be further delegated by the Chief Executive Officer as the Chief Executive Officer sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Supported Residential Facilities Act 1992*.

**Delegations, Sub Delegations and Authorisations under the *Road Traffic Act 1961***

8. Approves the sub delegation and authorisation of power under Section 17 and 20 of the *Road Traffic Act 1962* as provided for in Attachment 3 to this report (Governance and Compliance 20/09/2021, Item No.3.1.3).
9. Delegates, in accordance with the Instrument of General Approval and Delegation to Council dated 22 August 2013 from the Minister for Transport and Infrastructure (the ‘instrument’), to the person occupying the office of Chief Executive Officer, the powers and functions under section 33(1) of the *Road Traffic Act 1961* as provided in Attachment 4 to this report (Governance and Compliance 20/09/2021, Item No. 3.1.3).

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**Delegations under *Safe Drinking Water Act 2011* (of enforcement agency)**

10. Delegates, in exercise of the power contained in Section 43 of the *Safe Drinking Water Act 2011* the powers and functions of the Council as a relevant authority under the *Safe Drinking Water Act 2011* contained in the Delegations Register specified in the proposed Instrument of Delegation contained in Attachment 2, from 1 October 2021 to the person occupying the office of Chief Executive Officer, subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Safe Drinking Water Act 2011*.
11. Such powers and functions may be further delegated by the Chief Executive Officer as the Chief Executive Officer sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Safe Drinking Water Act 2011*.

**Delegations under *Fire and Emergency Services Act 2005* to a Fire Prevention Officer**

12. Delegates, in exercise of the power contained in Section 93 of the *Fire and Emergency Services Act 2005* the powers and functions under the *Fire and Emergency Services Act 2005* specified in the proposed Instrument of Delegation contained in Attachment 2 are hereby delegated from 1 October 2021 to the person appointed Fire Prevention Officer of the Council under the *Fire and Emergency Services Act 2005* subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Fire and Emergency Services Act 2005*.
13. Such powers and functions may be further delegated by the Fire Prevention Officer as the Fire Prevention Officer sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Fire and Emergency Services Act 2005*.

**Delegations under the *Heavy Vehicle National Law (South Australia) Act 2013***

14. Delegates, in exercise of the power contained in Section 44 of the *Local Government Act 1999* and Section 22B of the *Heavy Vehicle National Law (South Australia) Act 2013* (as relevant) the powers and functions under the *Heavy Vehicle National Law (South Australia) Act 2013* specified in the proposed Instrument of Delegation contained in Attachment 2, from 1 October 2021 to the person occupying the office of Chief Executive Officer, subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Heavy Vehicle National Law (South Australia) Act 2013*.
15. Such powers and functions may be further delegated by the Chief Executive Officer as the Chief Executive Officer sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the *Heavy Vehicle National Law (South Australia) Act 2013*.



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### **3.1.4 Amendment to Terms of Reference for Council Committees and Sub Committees**

It is recommended to Council:

That Council:

1. Approves that the Terms of Reference for Council's Committees and Sub Committees be amended to reflect the amended Section 85 of the *Local Government Act 1999* from the date of proclamation.

### **3.1.5 Australia Day Council of South Australia - Election of Board Members**

It is recommended to Council:

That Council:

1. Appoints from the following list of candidates, the nomination of five candidates in order of preference for the Election of the Australia Day Council of South Australia Inc. Board of Management, for selection on the ballot form:
  - 1.1 Mr. Peter Tsokas
  - 1.2 Ms. Fiona Dorman
  - 1.3 Mr. Brad Manuel
  - 1.4 Mr. Maurice Henderson
  - 1.5 Mr. Aashish Wagley
  - 1.6 Dr. Lucy Sutherland
  - 1.7 Ms. Antonietta (Toni) Cocchiaro
  - 1.8 Mr. Stephen Pallaras
  - 1.9 Ms. Sarah Hooper
  - 1.10 Ms. Susanne (Susi) Tegen
  - 1.11 Ms. Gillian Lewis
2. Approves the following candidates in order of preference for the Election of the Australia Day Council of South Australia Inc. Board of Management:
  - 2.1 Ms. Susanne (Susi) Tegen
  - 2.2 Ms. Gillian Lewis
  - 2.3 Dr. Lucy Sutherland
  - 2.4 Ms. Antonietta (Toni) Cocchiaro
  - 2.5 Mr. Stephen Pallaras

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### **3.1.6 Review of Elected Members Records Management Policy**

It is recommended to Council:

That Council:

1. Receives the information.
2. Adopts the amended Elected Members Records Management Policy as set out in Attachment 1 to this report (Governance and Compliance 20/09/2021, Item No. 3.1.6).

### ***For Information***

#### **3.2.1 Summary of Elected Member Training and Development Expenditure and Outstanding Summary Reports**

It is recommended to Council:

That Council:

1. Receives the information.

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#### **4 Urban Services Committee Meeting**

##### ***Chair - Cr L Braun***

That Council adopts the recommendations of the Urban Services Committee Meeting on 20 September 2021 listed below, with the exception of Item(s):

### and ###

which was/were withdrawn to be considered separately.

##### ***Administration***

#### **4.0.1 Future Reports for the Urban Services Committee**

It is recommended to Council:

That Council:

1. Notes the report.

##### ***For Decision***

#### **4.1.1 Recommendations of the Tree Management Appeals Sub Committee meeting held on Monday 13 September 2021**

It is recommended to Council:

That the information contained in the Tree Management Appeals Sub Committee of the meeting held on 13 September 2021 be received and noted with respect to the following recommendations contained therein to be adopted by Council:

##### **4.1.1-TMASC2 Tree Removal Requests - Monthly Update**

It is recommended to Council:

That Council:

1. Notes the information in the report.

##### **4.1.1-TMASC3 Review of Tree Removal Request - 3 Tulip Court Parafield Gardens**

It is recommended to Council:

That Council:

1. Approves Tulip Court, Parafield Gardens be considered for inclusion in the Streetscape Program for 2022/23.

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#### **4.1.1-TMASC4 Tree Replacement Report Request**

It is recommended to Council:

That Council:

1. Notes the expected cost increase to the annual street tree planting program and associated cost resulting from the change to the policy requiring 10 new trees per significant or regulated tree removal.
2. Endorses that no changes be made to the current policy as it already makes provision for the replacement of significant and regulated trees in line with the *Planning Development and Infrastructure Act 2016*.

#### **4.1.2 Tree Planting - St Kilda Adventure Playground**

It is recommended to Council:

That Council:

1. Approves the planting of 10 Morton Bay fig and/or alternate fig tree species, throughout the St Kilda Playspace and surrounds, with planting to occur in the 2022 planting season, funded through the existing Streetscape Program.

#### **4.1.3 Capital Works Program Monthly Report - August 2021 Update**

It is recommended to Council:

That Council:

1. Approves the inclusion of a First Quarter 2021/22 non-discretionary bid to reflect the 100% Federal Government grant income awarded for the delivery of the road safety improvements at the intersection of Martins and Ryans Road, Greenfield, within PR13725 Major Traffic Improvements Program.
2. Approves the program inclusions of Lennox Drive, Paralowie; Bentine Street, Para Vista; Ryans Road, Greenfields, Charmain Avenue and Connie Street, Para Vista within the 2021/22 PR14498 Council Funded New Footpath Program, and PR21412 Kerb Ramp Construction / Upgrade Programs.
3. Approves the program inclusion of Walkley Heights within the 2021/22 Bituminous Path Program where sufficient funding is available to deliver this, noting should funding be received from the City of Port Adelaide Enfield to cover a further section which crosses Council boundaries a further report will be provided.
4. Approves the program amendment within PR20548 Bridge Program deferring the renewal of BRIDGE-20, Parafield Airport Reserve (near Parafield Railway Station) and replacing it with BRIDGE-1835, Springbank Waters Linear Reserve Stage 2 (west of Springbank Boulevard, near Waterloo Corner Road), Burton, which is a higher priority to renew, with no impact to the program budget.
5. Approves the inclusion of a First Quarter 2021/22 non-discretionary bid to reflect the amendment of State Government income from \$125k down to \$100k, and transferring this \$100k of income from PR25543 Marveloo Purchase to PR30205 Unity Park Accessible Change Facility reducing Council contribution to deliver this project from \$450k to \$350k.

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6. Approves the transfer of \$12k of savings from the Bridgestone Athletics Facility building swipe access from within PR18097 Building Renewal Program to PR24797 Bridgestone Athletics Facility to support the delivery of Athletics Equipment.
  7. Approves the inclusion of renewal works at the Watershed, Greenfields and Prettejohn Gully vacant building demolition and roof safety system compliance upgrades within PR18097 Building Renewal Program in alignment with funding availability.

#### **4.1.4 Revocation of Community Land Classification Portion of Nina Court Reserve, Salisbury Heights**

It is recommended to Council:

That Council:

1. Approves the proposal to revoke the community land classification of portion of Allotment 10 in Deposited Plan 47471 as described in Certificate of Title Volume 5417 Folio 212 and delineated on the attached plan (Attachment 1 Item 4.1.4 Urban Services Committee) measuring approximately 14.5sqm and that this be rededicated as road.
2. Approves that the Section 194 report contained in (Attachment 2 Item 4.1.4 Urban Services Committee) be adopted for the purposes of Section 194 of the *Local Government Act 1999*, and the Manager Property and Buildings be authorised to implement the public consultation process consisting of a public notice in the Advertiser and State Government Gazette, a notice on Councils public website, letters with the attached Section 194 Report posted to property owners in the immediate vicinity and a sign erected on site.
3. Notes that a further report will be presented to Council for consideration of any objections received.
4. Authorises the Manager Property and Buildings to prepare and submit the necessary documentation to the Minister for approval in the event that no objections are received following the consultation.
5. Approves that upon compliance with all legislative requirements necessary to facilitate the revocation of classification of the community land comprising portion of Allotment 10 in Deposited Plan 47471 as described in Certificate of Title Volume 5417 Folio 212 and delineated on the attached plan (Attachment 1 Item 4.1.4 Urban Services Committee), that the subject land be rededicated as road with the applicant being responsible for all costs incurred.

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#### **4.1.5 Grant of Easement to Epic Energy South Australia Pty Ltd - Portion of Whites Road Wetlands, Globe Derby**

It is recommended to Council:

That Council:

1. Approves granting an easement to Epic Energy South Australia Pty Ltd (Epic) for the installation of an underground pipe over a portion of Whites Road Wetlands, identified as Allotment 59 in Filed Plan F114620 as described in Certificate of Title 5883 Folio 909, and delineated in red in Attachment 1 to this report (Urban Services Committee, 20/09/2021, Item No. 4.1.5) for a consideration of \$20,500 plus GST, with Epic to be responsible for all costs.
2. Approves the Manager Property and Buildings to liaise with Epic in regards to the requested easement and arrange consent of the Letter of Agreement and Grant of Easement documentation.

#### **4.1.6 The Paddocks**

It is recommended to Council:

That Council:

1. Notes the existing budgets for the Multi-sport Community Facility (leased by the Para Hills United Soccer Club, Para Hills Football and Sports Club and Northern Districts Cricket Club) of \$2.6M (comprised of \$1.4M Council funding and \$1.2M State Government Grant funding), and for the Community Sports Clubroom (leased by the Para Hills Knights Soccer Club) of \$1.5M (fully Council funded).
2. Notes that the change rooms in the Multi-sport Community Facility (leased by the Para Hills United Soccer Club, Para Hills Football and Sports Club and Northern Districts Cricket Club) will not be built to AFL/SANFL requirements but will be increased to a size consistent with other facilities across the city.
3. Approves the reallocation of up to \$1.4M of the 2021/22 Paddocks Masterplan Implementation Works budget from the Community Sports Clubroom (leased by the Para Hills Knights Soccer Club) to the Multi-Sport Community Facility (leased by the Para Hills United Soccer Club, Para Hills Football and Sports Club and Northern Districts Cricket Club).
4. Approves that \$100K from the 2021/22 Paddocks Masterplan Implementation Works budget be utilised to carry out priority renewal works to the Community Sports Clubroom (leased by the Para Hills Knights Soccer Club).
5. Approves the unallocated \$500K from the 2022/23 building renewal program be used to complete the priority renewal works to the Community Sports Clubroom (leased by the Para Hills Knights Soccer Club).
6. That the lease arrangement for the multi-use sporting facility is between the Council, the Para Hills United Soccer Club and the Para Hills Football and Sports Club.

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7. Notes that the intent is to continue the current leasing arrangements with the Para Hills United Soccer Club, Para Hills Football and Sports Club and Northern Districts Cricket Club into the new facility as per item 3.17 of this report, subject to further consultation with the clubs.

***Confidential***

***Refer to CONFIDENTIAL ITEMS section of Council Agenda***

**4.4.1 Burton Community Hub - Status Report**

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## **5 Community Wellbeing and Sport Committee Meeting**

### ***Chair - Cr A Duncan***

That Council adopts the recommendations of the Community Wellbeing and Sport Committee Meeting on 21 September 2021 listed below, with the exception of Item(s):

### and ###

which was/were withdrawn to be considered separately.

### ***Administration***

#### **5.0.1 Future Reports for the Community Wellbeing and Sport Committee**

It is recommended to Council:

That Council:

1. Notes the report.
2. That the report on the Upgrade to Current Sporting and Recreational Facilities (i.e. Parafield Gardens Recreation Centre) (12.1 24/06/2019), Indoor Sporting Facilities report (2.5.1 24/02/2020), the Regional Indoor Sporting Facilities report (June 2020) and the Place Activation Strategy – Community Facilities report (1.1.2 27/7/20) be merged into one report and reported to Council by February 2022.

#### **5.0.2 Community Wellbeing & Sport Project Update Report**

It is recommended to Council:

That Council:

1. Notes the Report.

#### **5.0.3 Intercultural Strategic Plan 2020/2021 Annual Report**

It is recommended to Council that:

That Council:

1. Notes the report.

### ***For Decision***

#### **5.1.1 Community Grants Program Applications for September 2021**

It is recommended to Council:

That Council:

1. Notes the report.



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#### **5.1.4 27/2021: McYess & Pinnacle College Ltd - Community Grants Program Application**

It is recommended to Council:

That Council:

1. Notes the report.
2. Notes that Application 27/2021: McYess & Pinnacle College Ltd Application is deemed ineligible for Community Grants Program funding in accordance with section 8.2 and 10.7.1 of the Guidelines and Eligibility Criteria.

#### **5.1.5 Place Activation Strategy Formal Recreation - Female Friendly Changerooms**

It is recommended to Council:

That Council:

1. Approves the inclusion of additional information into the Place Activation Strategy – Formal Recreation (Community Wellbeing and Sport Committee 18/05/2021, Item No. 5.1.3), as it pertains to ‘female friendly’ change rooms:
  - a. Unisex change rooms: at all levels of classification (local, district, regional) in the Place Activation Strategy – Formal Recreation preferred sporting facility guidelines should consider the following design principles to ensure ‘female friendly’ or gender-neutral participation opportunities:
    - i. No open showers (individual lockable cubicles)
    - ii. No urinals in change rooms (individual lockable toilet cubicles)
    - iii. Assure privacy by limiting the direct line of sights into change rooms and amenities area
    - iv. Appropriately located hygiene disposal points
    - v. Where possible, vanity/shelving at hand basin for personal items and power points for hair dryers.

#### ***For Information***

#### **5.2.1 Report on Year 1 of implementation of the Ability Inclusion Strategic Plan 2020 - 2024**

It is recommended to Council:

That Council:

1. Notes the report on the first year of implementation of the Ability Inclusion Strategic Plan 2020 – 2024
2. Notes the data in this report will be used to complete the annual report to the Chief Executive of the SA Department of Human Services provided for in the SA Disability Inclusion Act 2018.

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***Confidential***

***Refer to CONFIDENTIAL ITEMS section of Council Agenda***

**5.4.1 Salisbury Aquatic Centre**

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## **6 Innovation and Business Development Committee Meeting**

### ***Chair - Cr K Grenfell***

That Council adopt the recommendations of the Innovation and Business Development Committee meeting on 21 September 2021 listed below, with the exception of Items(s): ### and ###

which was/were withdrawn to be considered separately.

### ***Administration***

#### **6.0.1 Future Reports for the Innovation and Business Development Committee**

It is recommended to Council:

That Council:

1. Notes the report.

### ***For Decision***

#### **6.1.1 Community Hubs Management Model and Community Centre's Collaboration Agreement Review**

***\*\*See Further Information Report 6.1.1FI - Community Hubs Management Model and Community Centre's Collaboration Agreement Review (p.25)***

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***For Information***

**6.2.1 Community Requests - Response Dashboard**

It is recommended to Council that:

That Council:

1. Notes the report.

***Confidential***

***Refer to CONFIDENTIAL ITEMS section of Council Agenda***

**6.4.1 Recommendations of the Confidential Strategic Property Development  
Sub Committee meeting held on Monday 13 September 2021**

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## **FURTHER INFORMATION REPORT**

<b>6.1.1FI</b>	<b>Community Hubs Management Model and Community Centre's Collaboration Agreement Review</b>
<b>AUTHOR</b>	Jo Cooper, Manager Community Capacity & Learning, Community Development
<b>CITY PLAN LINKS</b>	1.2 The health and wellbeing of our community is a priority 1.3 People are valued and they feel safe, included and connected
<b>SUMMARY</b>	This further information report provides updated advice following the Committee's request. It is recommended that Council notes the report and adopts the recommendations.

## **RECOMMENDATION**

### That Council:

1. Approves under section 41(7) of the *Local Government Act 1999* the establishment of Community Hub Precinct Sub Committees for Burton and Para Hills Community Hubs by March 2022, with governance model as set out in paragraph 5.2 in Attachment 1 to this report (Innovation and Business Development 21/09/2021, Item No. 6.1.1), and Terms of Reference as contained in Attachment 1 of this report (the Innovation and Business Development 21/09/2021, Item No. 6.1.1.)
2. Approves that collaboration agreements for the Burton Community Centre and the Paddocks Centre are not renewed.
3. Approves the extension of existing Collaboration Agreements with Bagster Road Community Centre, Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre and Morella Community Centre until June 2023 and authorises the CEO to execute these respective Collaboration agreements.
4. Approves a comprehensive assessment of the management models, in the context of delivering the best outcomes for our community, be conducted and reported back to Council by June 2023 for Bagster Road Community Centre, Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre and Morella Community Centre.
5. Approves the proposed funding model for Burton Community Hub and Para Hills Community Hub as outlined in paragraph 6.3 in Attachment 1 (Innovation and Business Development 21/09/2021, Item No. 6.1.1).
6. Approves the proposed program budget for the Community Hub Precinct Sub Committee(s) as outlined in paragraph 6.5 in Attachment 1 (Innovation and Business Development 21/09/2021, Item No. 6.1.1).
7. Notes the legal advice provided within this report in Attachment 2.

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## ATTACHMENTS

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

1. Innovation and Business Development Report - Community Hubs Management Model and Collaboration Agreement Review
2. Community Centre Collaboration Agreement Letter of Advice

### 1. BACKGROUND

1.1 The Innovation and Business Development Committee recommended on 21 September 2021 that Council:

1. *Approves under section 41(7) of the Local Government Act 1999 the establishment of Community Hub Precinct Sub Committees for Burton and Para Hills Community Hubs by March 2022, with governance model as set out in paragraph 5.2 to this report (Innovation and Business Development 21/09/2021, Item No.6.1.1), and Terms of Reference as contained in Attachments 3 & 4 to this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).*
2. *Approves that collaboration agreements for the Burton Community Centre and the Paddocks Centre are not renewed.*
3. *Approves the proposed funding model for Burton Community Hub and Para Hills Community Hub as outlined in paragraph 6.3 in this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).*
4. *Approves the proposed program budget for the Community Hub Precinct Sub Committee(s) as outlined in paragraph 6.5 in this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).*
5. *That a Further Information report be provided detailing the legal advice, opportunities for grant funding and consideration of the collaboration agreement.*

1.2 At its meeting on 28 October 2019, Council adopted the recommendation of the Policy and Planning Committee that:

- 1.2.1 *Proposed Collaboration Agreement between Community Centre Associations be endorsed to June 2020.*
- 1.2.2 *That the Innovation and Business Development Sub Committee conduct a review of the Collaboration Agreement over the next 12 months and conduct a review of the management model for Community Hubs (Burton, Para Hills and Ingle Farm) by June 2020. The review of the Collaboration Agreement and model for other Community Centre's to be conducted over the next 12 months.*

1.3 The review of the Collaboration Agreement and the management model for Community Hubs has been deferred until now.

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## **2. CONSULTATION / COMMUNICATION**

- 2.1 Internal
  - 3.1.1 Team Leader Corporate Governance
  - 3.1.2 Manager Governance
- 2.2 External
  - 3.2.1 Norman Waterhouse

## **3. REPORT**

### **Legal Advice:**

- 3.1 No written legal advice has been obtained by the City of Salisbury in relation to the expiry or renewal of the written Collaboration Agreements. Verbal advice in 2018 was received to the effect that the parties continue to perform their respective obligations, with a view to renegotiate outcomes in good faith. Written advice was obtained from Norman Waterhouse lawyers on 6 October 2020 in relation to potential of different structures of governance (Attachment 1).
- 3.2 The last Collaboration Agreements were executed on 1 November 2019 and expired 30 June 2020.
- 3.3 The implication of the delay in undertaking the review means that the parties have been operating in the absence of a written agreement. Whilst this creates contractual uncertainty, it is not uncommon for parties to continue to work together after expiry of a fixed term contract (expired contract). In such circumstances, the fact that the parties continue to perform, suggests a contract may continue to exist (implied contract). An implied contract creates a legally-binding obligation that derives from actions, conduct, or circumstances of one or more parties in an agreement. Where the parties' behaviour is consistent with the terms of the old contract, it is likely that a court will imply a term that the contract will be deemed to continue on a rolling basis, subject to a right to terminate on reasonable notice. Notwithstanding that a contract may exist, an implied contract may create potential for disputes. It is always preferable to expressly extend or vary a contract before its expiry to avoid uncertainty about the nature of the parties' relationship going forward.

### **Opportunities for Grant Funding:**

- 3.4 In the absence of a written contract, parties may incur challenges in securing external funding opportunities (e.g. external funding bodies may seek assurance that the potential funding partner can deliver on their funding obligations through evidence of existing lease/licence arrangements).

## **4. CONCLUSION / PROPOSAL**

- 4.1 This further information report provides updated advice following the Committee's request. It is recommended that Council notes the report and adopts the recommendations.

## **CO-ORDINATION**

Officer:

Date:





ITEM 6.1.1

<b>ITEM</b>	6.1.1  <b>INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE</b>
<b>DATE</b>	21 September 2021
<b>HEADING</b>	Community Hubs Management Model and Community Centre's Collaboration Agreement Review
<b>AUTHOR</b>	Jo Cooper, Manager Community Capacity & Learning, Community Development
<b>CITY PLAN LINKS</b>	4.4 We plan effectively to address community needs and identify new opportunities
<b>SUMMARY</b>	This report recommends a Precinct Model for the management and governance of Community Hubs, and a review of the Community Centre's collaboration agreement.

**RECOMMENDATION**

That Council:

1. Approves under section 41(7) of the *Local Government Act 1999* the establishment of Community Hub Precinct Sub Committees for Burton and Para Hills Community Hubs by March 2022, with governance model as set out in paragraph 5.2 to this report (Innovation and Business Development 16/03/2021, Item No.6.1.1), and Terms of Reference as contained in Attachments 3 & 4 to this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).
2. Approves that collaboration agreements for the Burton Community Centre and the Paddocks Centre are not renewed.
3. Approves the renewal of Collaboration agreements with Bagster Road Community Centre, Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre and Morella Community Centre for a period of 3 years and authorises the CEO to negotiate and execute these respective Collaboration agreements.
4. Approves the proposed funding model for Burton Community Hub and Para Hills Community Hub as outlined in paragraph 6.3 in this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).
5. Approves the proposed program budget for the Community Hub Precinct Sub Committee(s) as outlined in paragraph 6.5 in this report (Innovation and Business Development 21/09/2021, Item No.6.1.1).

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

1. Collaboration Agreement Standard (Burton Community Centre) 2018
2. Community Centres Governance Models and Collaboration Review
3. Burton Community Hub Precinct Sub Committee Terms of Reference DRAFT
4. Para Hills Community Hub Precinct Sub Committee Terms of Reference DRAFT

ITEM 6.1.1

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**1. BACKGROUND**

- 1.1 In October 2019 Council resolved (0294/2019) regarding the Collaboration Agreement between Council and Community Centres that:
  - 1.1.1 *The information be received.*
  - 1.1.2 *The proposed Collaboration Agreement between Community Centre Associations be endorsed to 30 June 2020.*
  - 1.1.3 *That the Innovation and Business Development Sub Committee conduct a review of the Collaboration Agreement over the next 12 months and conduct a review of the management model for Community Hubs (Burton, Para Hills and Ingle Farm) by June 2020.*
  - 1.1.4 *The review of the Collaboration Agreement and model for other Community Centres be conducted over the next 12 months.*
- 1.2 In October 2019 Council resolved (0297/2019) regarding the Burton Community Hub Project Update:
  - 1.2.1 *That development of a management model be considered as part of a review of community hub models, including the Paddocks Hub by the Innovation and Business Development Sub Committee to be reported to the subcommittee by April 2020*
- 1.3 The collaboration agreements were first established in 2001, and delineate the responsibilities of Council and the Associations/Boards in the management of the Council owned facility, and provides a risk and governance management framework for external grant funding to ensure services are delivered which meet community emerging and future need. The Community Centres that operate with a collaboration agreement are Burton Community Centre, Bagster Road Community Centre, Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre and Morella Community Centre.
- 1.4 In 2018, the new extension of the Para Hills Community Hub saw the relocation of The Paddocks (Community) Centre to form the Hub and a new governance model was recommended. As a result, in May 2018 Council endorsed (2516/2018) in part:
  - 1.8.1. *That the 'lead tenant' (City of Salisbury acting as lead tenant) governance and management model to operate the Para Hills Community Hub be endorsed.*
- 1.5 This 'lead tenant' model meant that the City of Salisbury assumed overall management of the Para Hills Community Hub.
- 1.6 Whilst this option was endorsed The Paddocks Centre (and Management Committee) has continued to operate as an incorporated body within its own existing structure, whilst providing an integrated service to the community. Since the opening of the Para Hills Community Hub, an Advisory Group has been in place, consisting of representatives from The Paddocks Centre and administration staff from the key operational areas of the Seniors Centre, Para Hills Library and The Paddocks Centre and has met on a quarterly basis. This Advisory Group initially focused on post occupancy of the project and has since moved to a strategic planning agenda.

ITEM 6.1.1

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**2. CONSULTATION / COMMUNICATION**

2.1 Internal

- 2.1.1 Team Leader – Community Learning North
- 2.1.2 Team Leader – Community Learning South
- 2.1.3 Community Development Coordinators – all sites

2.2 External

- 2.2.1 For purposes of review of LGA SA Community Centre agreements and governance structures:
  - City of Adelaide
  - City of Port Adelaide Enfield
  - City of Onkaparinga
  - City of Charles Sturt
  - Community Centres SA
  - Norman Waterhouse – legal advice

**3. REPORT**

3.1 Community Hubs

- 3.1.1 Community Hubs are multi-use facilities, maximising available space for broader community benefit over extended time periods during the day and across the week. It is designed to be a meeting place for social connections as well as providing programs in support of a learning agenda. The Hub will build capacity for inclusion and empowerment, community interaction, wellbeing, resilience and social cohesion

3.2 Community Hub Vision and Principles

- 3.2.1 Each Community Hub reflects the residents and community it serves and is shaped by their strengths and needs. Research has shown that Community Hubs offer improved program coordination through collaboration, cross-referrals and sharing resources. Community Hubs are places where people come together to explore new ideas, build creative solutions and develop relationships. They play a vital role in building community cohesion, wellbeing and vibrancy.
- 3.2.2 In planning for the Para Hill Community Hub (PHCH) the following key principles were developed, and have guided the services, programs and activity offering as well as the management and day to day operation:
  - Collaboration – achieving more by working together
  - Community Experience – a place where people are welcome and can connect
  - Utilisation – making the most of the hub space (return on investment)
  - Funding – a sustainable business for the community

3.3 Community Precinct Operating Model

ITEM 6.1.1

3.3.1 Community Precincts are, in essence, an extension of the Community Hub model. Along with an integration of a range of activity generating uses, there is a connection with the physical and social relationships to local retail, activity and sporting centres, public places and transport nodes. The purpose of Community Precincts can be covered by four primary objectives. These objectives are:

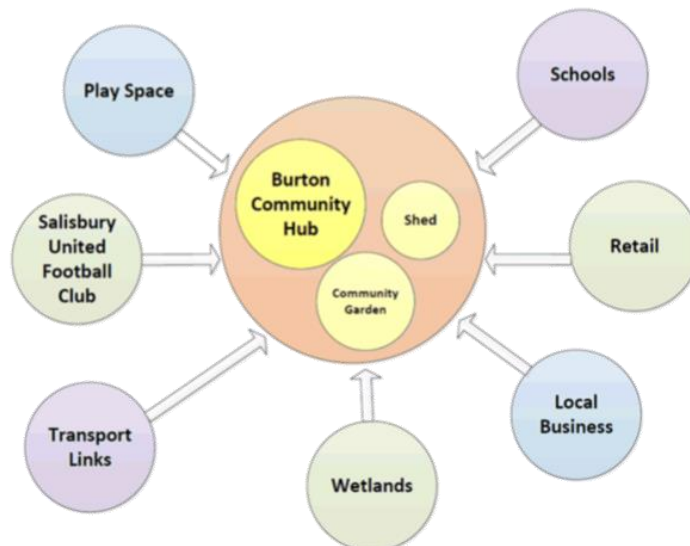
- Service coordination and delivery;
- Place making;
- Community building; and
- Financial sustainability.

3.3.2 This precinct model is a proactive approach to a more strategically focused method in the way it manages and plans community infrastructure and service delivery.

3.4 Community Hub Precinct Model Examples

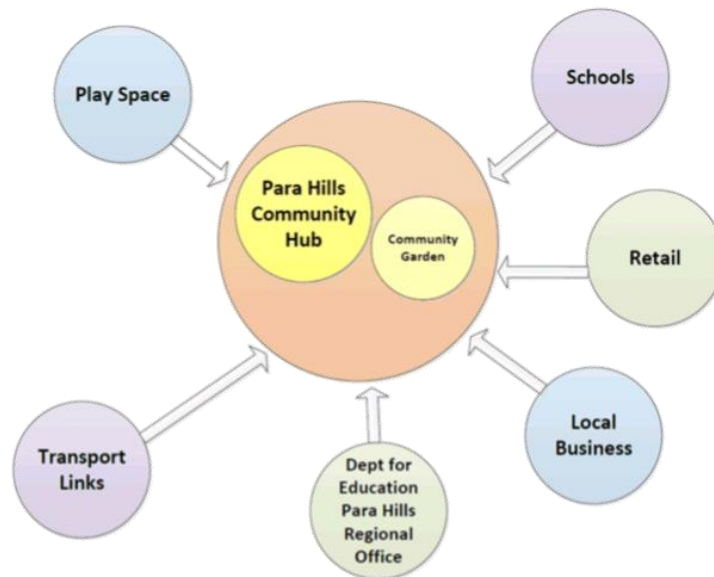
3.4.1 The following is an illustrative example of the connection between the physical and social connections for the Burton Community Hub Precinct and the Para Hills Community Hub:

### Precinct Example – Burton Community Hub



ITEM 6.1.1

## Precinct Example – Para Hills Community Hub



#### 4. EXISTING GOVERNANCE AND MANAGEMENT MODELS

- 4.1 Currently, the City of Salisbury has two categories of Community Centre management, which have varying approaches of operation:

##### Council Managed Centres

- Mawson Centre (Mawson Lakes)
- Twelve25 Salisbury Youth Enterprise Centre (Salisbury)
- Para Hills Community Hub incorporating The Paddocks Centre (Para Hills)

Representatives from The Paddocks Centre are members of the Para Hills Community Hub advisory group which has been operating for three years.

The Salisbury Community Hub is not included in this model as it is a regional civic and administration building offering library services, centralised customer service and other community facilities.

##### Independent Centres (with Council Community Development Coordinator)

- Salisbury East Neighbourhood Centre (Salisbury East)
- Pooraka Farm Community Centre (Pooraka)
- Morella Community Centre (Parafield Gardens)
- Burton Community Centre (Burton) – *under redevelopment*

ITEM 6.1.1

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- Bagster Road Community Centre (Salisbury North)

- 4.2 The independent centres operate with Management Committees (Incorporated Association) under a Collaboration Agreement which outlines areas of responsibility in terms of occupation of the building, standard services, legal obligations and so on.
- 4.3 It is important to note that the Management Committees provide the governance structure and set strategic direction, and the Community Development Coordinator at each site manages the day to day operation.
- 4.4 Community Development Coordinators at each site are Council employees, and volunteers are also managed by the City of Salisbury. Management Committees are formed with volunteers of the Incorporated Associations and often fulfill dual roles as City of Salisbury volunteers.
- 4.5 Staff conducted research into other comparable council's governance models for Community Centre and Community Hubs, and associated review of the collaboration agreement. This information is outlined in the attached titled 'Community Centre Governance Models and Collaboration Agreement Review'.

**5. NEW HUBS GOVERNANCE**

- 5.1 A series of governance model options were considered for the operation of the Community Hubs with the preferred model being Council Managed with Council Sub Committee or otherwise known as the Community Hub Precinct Model, operating as a s41(7) Sub Committee of Council.
- 5.2 **Council Managed with Community Hub Precinct Sub Committees**
- 5.3 In this option, Burton Community Hub and Para Hills Community Hub are directly operated and managed by Council staff. Community Precinct Sub Committees for each Precinct are proposed to be established with the membership consisting of Elected Members and representative community members who provide advice and make recommendations.
- 5.4 The Community Precinct Sub Committees will focus on outcomes that continue the sustainable growth of that particular City of Salisbury community precinct being the Para Hills Community Hub Precinct and the Burton Community Hub Precinct. To achieve this goal, the Community Precinct Sub Committees will:

ITEM 6.1.1

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- Advise and recommend to the Community Wellbeing and Sport Committee in the implementation of strategy and critical actions of the City Plan 2035, specifically related to the individual Community Hub Precincts.
- Engagement with, and input to Council on other community development and precinct matters which are relevant.
- Provide direction, advice and feedback through a partnership approach to program development, monitoring and evaluation.
- Provide and receive two-way feedback from the community representatives in relation to either the Para Hills Community Hub Precinct or the Burton Community Hub Precinct.

**5.5 Delegated Authority of the Para Hills Precinct and Burton Community Hub Precinct Sub Committees**

- 5.6 The Sub Committees will exercise delegated authority on behalf of Council to provide direction and advice on programs and activities bespoke to the relevant precinct and allocate funds from the programs budget to a maximum of \$10,000.
- 5.7 The Community Precinct Sub Committee(s) will adopt an innovative and strategic focus in its considerations, delivery and recommendations to the Community Wellbeing and Sport Committee. This option provides an opportunity for ongoing communication and cooperation between community representatives and Council.
- 5.8 Community Precinct Sub Committees would be established by March 2022 pursuant to section 41(7) of the *Local Government Act 1999*, in alignment with the planning of the Burton Community Hub which is due for completion in July 2022, and include membership as outlined in the proposed Terms of Reference (attached).
- 5.9 Under this proposed governance structure, Collaboration agreements of the Burton Community Centre and the Paddocks Centre would not be renewed. Council would be responsible for 100% of outgoings in the operation, programs and service delivery of the Community Hub(s) which would be offset by income received for hall, event and private hire. This income would contribute to the facility management expenditure.

**6. GOVERNANCE MODEL CONSIDERATIONS**

**6.1 Programs and Services**

- 6.1.1 Core streams for programs, services design and delivery are offered across the City of Salisbury community facilities including Community Hubs, Community Centres, Seniors Centres, Youth Centre and Libraries.
- 6.1.2 Staff utilise a program theory (also known as program logic) model that sets out the resources and activities that comprise the program, and the changes that are expected to result from them. This model represents the relationships between the program inputs, goals and activities, its operational and organisational resources, the techniques and practices, and the expected outputs and outcomes.
- 6.1.3 City of Salisbury has a number of core program streams which include:

ITEM 6.1.1

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- Literacy and lifelong learning- English as a Second Language classes, numeracy, adult literacy, homework groups, learning programs without direct work pathways
- Informed and connected citizens- Information sessions, government services. Programs with primary purpose connecting participants to the community
- Digital inclusion- Digital technology, Science, Technology Engineering and Mathematics based programs
- Personal development and wellbeing- Social inclusion and personal development. Health related programs, hobby clubs, art and crafts
- Stronger and more creative communities- Programs whose primary purpose is to support expression of culture, identify and community pride
- Economic and workforce development- Programs which improve employment outcomes and workforce sustainability

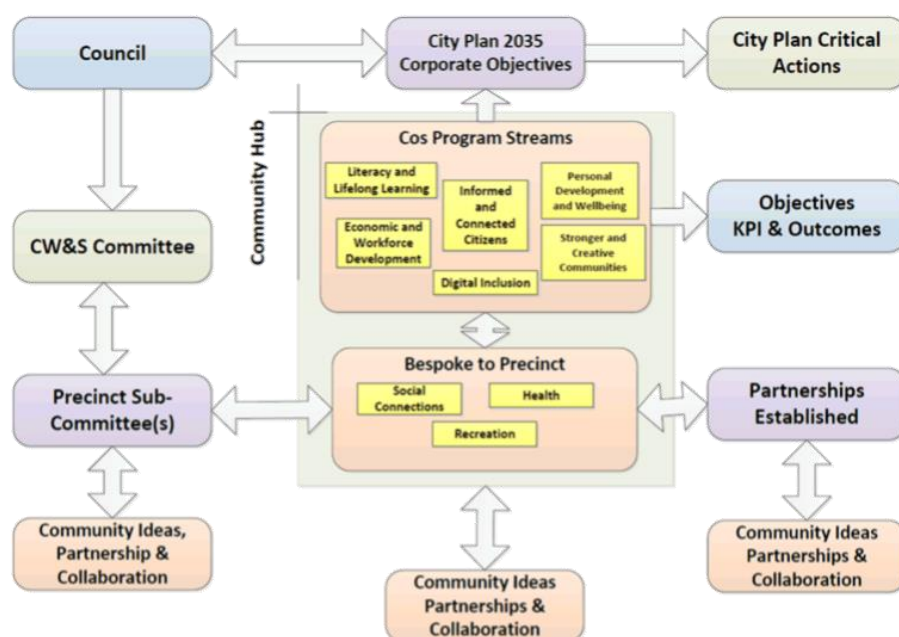
6.1.4 Under the proposed governance structure, the core programs streams would remain and continue to be designed and managed by staff. However, a series of bespoke programs related to local opportunities and needs such as social connection, health and recreation for example, may be offered at a particular site (or precinct). These programs are offered as a result of community feedback and interest and may include arts, craft, hobbies, support or interest groups, fitness or wellness classes. The Sub Committee would provide direction, advice and recommendations on these programs or activities based on feedback from the community.

6.1.5 As the roles of the external Sub Committee members will be in a voluntary capacity, there will be no remuneration payable.

6.1.6 This model is outlined in the Governance Model example below:



ITEM 6.1.1



## 6.2 Current Funding Model

- 6.2.1 Funding for Community Hub/Centres programs is a hybrid model of existing Council operating budget, partnerships and collaboration (which include in kind support) and grant funding.
- 6.2.2 Funding models that are in place through local government, non-government organisations, incorporated community entities or a combination of these. Funding is most commonly provided by the local government, who in turn apply for State or Federal Government funds through a competitive grant process. In 2020/21 the City of Salisbury, and the incorporated Community Centres covered by the collaboration agreement accessed approximately \$1M in external funds.
- 6.2.3 City of Salisbury under its current community grant structure also contributes funding to the incorporated Community Centres for the purposes of event sponsorship, reconciliation and NAIDOC week activities, capital works and Salisbury Community Organisation Against Poverty No Interest Loans Scheme.
- 6.2.4 Regardless of the approved governance management model, staff will continue to apply for relevant grant funding to deliver services and programs aligned to Council strategic directions.

## 6.3 Proposed Funding Model

- 6.3.1 Under the proposed structure, Council would be responsible for 100% of outgoings, program and service delivery in the operation of the

ITEM 6.1.1

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- Community Hub(s) which would be offset by income received for hall, event and private hire. This income would contribute to the facility management expenditure.
- 6.3.2 A proposed budget will be developed by staff in December 2021 in line with the usual budget preparation and approval process.
- 6.3.3 All other funding arrangements for the remaining Community Centres would remain in place, either as Council managed sites or with Management Committees (Incorporated Associations) under a Collaboration Agreement.
- 6.4 Fees and Charges Structure
- 6.4.1 Staff will undertake a benchmarking process to provide recommendations of fees and charges in time for the usual budget process to set and endorse fees for the following:
- Programs – will vary according to program costs and may include a small charge for materials or facilitator led programs. Program charges generally are a cost recovery and are subsidised.
  - Room and private hire – will vary according to size and set up of room, associated technology and other options.
  - Services – will vary according to type of service and can include printing and photocopying charge through to use of kitchen facilities.
- 6.4.2 Room hire charges are set to cover the associated cost of utilities, insurance, security and cleaning. The fee structure includes incentives for community groups and agencies delivering specific services at a particular site. The community rate is subsidised at 50% of the total cost of hire.
- 6.4.3 All fees and charges for the relevant year budget are set by Council. Sundry fees are charged, but other sundry fees are fixed by Council in accordance with Section 188 of the *Local Government Act, 1999*.
- 6.5 Community Hub Precinct Sub Committee(s) Program Budget
- 6.5.1 The proposed budget to be developed by staff in December 2021 in line with the usual budget preparation and approval process will include a suitable program budget.
- 6.5.2 Some programs may attract external funding and grants which will subsidise costs to participants, in accordance with the conditions of the grant.
- 6.5.3 It is proposed that a program budget of \$5k-\$10k be assigned to the bespoke programs at Para Hills Community Hub and Burton Community Hub, with consideration and decision from each Sub Committee on its application under its delegation as per the Terms of Reference.

**7. COLLABORATION AGREEMENT REVIEW**

- 7.1 Staff conducted research into other comparable councils' governance models for Community Centre and Community Hubs, and associated review of the

ITEM 6.1.1

collaboration agreement. This information is outlined in the attached titled 'Community Centre Governance Models and Collaboration Agreement Review'.

- 7.2 At the last renewal in 2018, a consultation process was undertaken with the relevant community centres. The result of this consultation was that there was minor change to update wording and a preamble was added to reflect the principles and purpose of the agreement.
- 7.3 With a proposed new governance structure for the Para Hills Community Hub and the new Burton Community Hub, the remaining independent (with Council Community Development Coordinator) community centres being Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre, Morella Community Centre and Bagster Community Centre would be offered a renewed collaboration agreement for a period of 3 years.
- 7.4 This would provide these Management Committees the certainty of a signed agreement and enable each Centre to apply for grant funding and strategically plan for a number of years.

**8. TRANSITION AND CHANGE MANAGEMENT**

- 8.1 Council Managed with Community Hubs Precinct Sub Committee - Proposed Transition Arrangements
  - 8.1.1 Critical to the process in selecting an alternative management model is a clear and agreed transition plan that ensures time is allowed for current structures to be dissolved, and the new Sub Committees to be established.
  - 8.1.2 To transition the Burton Community Centre and The Paddocks Centre management committees it is proposed to utilise an 'inform' level of engagement to advise of the changes and implementation of the new model. This model has been adopted in alignment with the *Community Consultation Policy 0508/2020*.
  - 8.1.3 An 'inform' level of engagement would outline the adopted structure, with balanced and objective information to assist in the understanding about how the decision was made and what will happen as a result. Feedback received from the community as part of this engagement will be reported back to Council

**9. CONCLUSION / PROPOSAL**

- 9.1 In moving from an existing governance model with collaboration agreements, to a new management model for some locations there are numerous aspects to consider as outlined in this report.
- 9.2 The recommended structure provides for a consistent governance framework and approach to Council's strategic directions, service delivery, programs and flexibility to adapt. Further, this model responds to community needs by providing a 'local' voice of the community who would provide input and would maximize accessibility by providing holistic programs and services that meet the learning agenda.
- 9.3 This model would maximise operational efficiencies, leverage expertise and provide risk management framework for grant funding opportunities, financial

ITEM 6.1.1

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management, administration and reporting, legal advice and centralised reporting on program delivery and quality outcomes.

- 9.4 To implement this model, the collaboration agreements with the management committees (incorporated bodies) at The Paddocks Centre (located at the Para Hills Community Hub) and the Burton Community Centre would not be renewed. Community input at a local level would occur through the governance structure of the Community Hubs Precinct Sub Committee(s).
- 9.5 Proposed Terms of Reference for each Community Hubs Precinct Sub Committee are attached.
- 9.6 A transition and change management process with an 'inform' level of engagement would be implemented to communicate the approved decisions in alignment with Council's Community Consultation Policy. Feedback received from the community as part of this engagement will be reported back to Council.
- 9.7 The appointment of membership for the Para Hills Community Hub Precinct, and Burton Community Hub Precinct Sub Committees will be made by Council in accordance with the proposed Terms of Reference (attached) and a report will be brought back to Council accordingly.

**CO-ORDINATION**

Officer: GMCOD  
Date: 16/09/2021

**COLLABORATION AGREEMENT**

**Burton Community Centre**

City of Salisbury

**Burton 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 lifewide learning.

TABLE OF CONTENTS	Page No
1. DEFINITIONS AND INTERPRETATION .....	1
1.1 Definitions .....	1
1.2 Interpretation .....	3
2. GRANT OF LICENCE AND PERFORMANCE OF SERVICES .....	4
3. THE SERVICES .....	5
3.1 General .....	5
3.2 How the Services are to be set .....	5
3.3 Changes to the Services .....	5
4. STANDARD AND SCOPE OF SERVICES .....	6
4.1 General .....	6
4.2 Legal compliance - Authorisations .....	6
4.3 Legal compliance – Laws, policies and contracts .....	6
4.4 Reporting of Incidents .....	7
4.5 Use of Council Equipment .....	7
4.6 Association's Equipment .....	7
4.7 Keep Council Informed .....	7
5. EMERGENCIES .....	8
6. PERSONNEL .....	8
6.1 Association's Personnel .....	8
6.2 Council's Personnel .....	8
6.3 Volunteers .....	9
7. ASSOCIATION'S SPECIFIC WORKPLACE HEALTH AND SAFETY OBLIGATIONS .....	9
7.1 Association's Requirement to Inform Itself .....	9
7.2 Legislative Compliance .....	9
7.3 Non-Compliance .....	9
8. DAMAGE OR DESTRUCTION .....	11
9. INSURANCE .....	11
10. INDEMNITY AND EXCLUSION OF LIABILITY .....	12
11. NON PERFORMANCE .....	13
12. ADDITIONAL TERMS AND CONDITIONS RELATING TO THE USE OF THE SITE .....	13
12.1 Power and Utilities .....	13
12.2 Rates and Taxes .....	13
12.3 Use of the Site .....	13
12.4 Offensive Activities .....	13
12.5 Use of Centre Services .....	14
12.6 Cleaning .....	14
12.7 Repair and Maintenance .....	14
12.8 Liquor, Gaming and Smoking .....	15
12.9 Fire Precautions .....	15
12.9.1 Council's responsibilities .....	15
12.9.2 Association's responsibilities .....	15
12.9.3 Both parties' responsibilities .....	16
12.10 Alterations by the Association .....	16
12.11 Signs .....	16
12.12 Right to enter .....	16
12.13 Restrictions .....	16
13. ASSOCIATION GOVERNANCE .....	17
14. TERMINATION .....	18
14.1 Termination by Council .....	18
14.2 Termination by Council if Funding Arrangements Change .....	18
14.3 Termination by Association .....	18
14.4 Accrued rights and remedies .....	18



TABLE OF CONTENTS	Page No
15. RIGHTS AND OBLIGATIONS ON EXPIRY .....	19
15.1 Expiry .....	19
15.2 Handover of Possession .....	19
15.3 Abandoned Goods .....	19
15.4 Review of Agreement .....	19
16. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION .....	20
17. REPRESENTATIVES .....	20
18. DISPUTE RESOLUTION .....	20
18.1 General .....	20
18.2 Mediation .....	21
18.3 Performance .....	22
19. RELATIONSHIP .....	22
19.1 Customer service .....	22
19.2 Relationship .....	22
19.3 Regular meetings .....	22
20. SUBCONTRACTING .....	22
21. ASSIGNMENT .....	22
22. SUB-LETTING .....	23
23. RECORDS AND FINANCIAL STATEMENTS .....	23
24. APPLICATIONS FOR FUNDING .....	24
25. COSTS .....	24
26. MISCELLANEOUS .....	24
26.1 Business Days .....	24
26.2 Alteration .....	24
26.3 Approvals and consents .....	24
26.4 Entire agreement .....	25
26.5 Waiver .....	25
26.6 Exercise of power .....	25
26.7 Survival .....	25
26.8 Further action .....	25
26.9 Governing law .....	25
26.10 Ombudsman .....	25
27. GOODS AND SERVICES TAX .....	26
27.1 Consideration does not include GST .....	26
27.2 Gross up of consideration .....	26
27.3 Reimbursements .....	26
27.4 Tax invoices .....	26
27.5 Adjustments .....	26
28. NOTICES .....	27
SCHEDULE .....	28
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 stockexchange.

**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;

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- 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.

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### 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 notified 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 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.



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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 maintain the certificate level of The Australian Service Excellence Standards (ASES), through training and the 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 any confidential information belonging to the other party. Any departure from a Party's obligations pursuant to this clause may only be with written consent of the other party or as required by law or the terms of this agreement.

16.2 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.

16.3 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.

16.4 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**).

16.5 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



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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.

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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.

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**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.

6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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**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 8212

**Item 2**

Association

**Burton Community Centre Inc.  
Management Committee**  
  
Address: : **386 Waterloo Corner Road, Burton SA 5110**  
Representative: : **Chad Buchanan**  
Fax and email: : **burtoncomcentre@gmail.com**  
Contact no: : **8280 8843**

**Item 3**

Centre

**Burton Community Centre**

**Item 4**

Site

**386 Waterloo Corner Road, Burton SA 5110**

**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: Guild Insurance  
Policy: P00079799 – Not for Profit Business Insurance  
Expiry: 12/02.2020

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28

6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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**Item 7**  
Commencement Date

**Item 8**  
Expiry Date

**Item 9**  
Confidential sections      Any customer related information unless disclosure is required by Law.

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29

6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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**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 **Burton Community Centre** was affixed in accordance with its Constitution and in the presence of: )  
)  
)

.....  
Seal Holder (name)

.....  
Seal Holder (name)

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30

**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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6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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

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6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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

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6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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

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6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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6.1.1 Collaboration Agreement Standard (Burton Community Centre) 2018

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## Community Centre Governance Models

### City of Salisbury Collaboration Agreement Review

December 2020

## Community Centre Governance Models

Staff conducted research into other comparable Councils governance models for Community Centre and Community Hubs, and associated review of the collaboration agreement.

This research determined that there are mixed models operating across the sector and within Local Government. There has been a shift in the sector of moving to a Council managed model as funding, legal, governance and compliance areas have become more complex. Incorporated bodies/management committees require a serious commitment from volunteers and some associations cannot remain viable in a competitive funding environment.

There are more than 100 community and neighbourhood centres, and 40 independent organisations, throughout South Australia. There are four main categories of management which are defined in report commissioned by Community Centres SA *'Economic and Social Impact Study: Community and Neighbourhood Centres Sector'* (October 2013)

At the time of the report of the four common categories of management, 34.9% are Council Managed; 37.7% are Independent (without Council Coordinator); 14.2% are Independent (with a Council Coordinator) and; 13.2% are Not for Profit Managed. The number of Council Managed operation models has since increased as outlined in the benchmark study.

There is no recommended preferred model of governance for a Community Centre as each individual Council determines their commitment to service level and resource capability. Each category of management offers benefits and challenges which can change considerably depending on local community need and external factors. Many Councils operate with a hybrid model which has evolved over time.

Variations of these models exist for individual Community Centres and within Local Government areas. Each Community Centre is modified to accommodate its' community's unique composition and needs, and the preferences of the Council with regards to strategic direction, resource allocation and role of the Community Centre in the community.

The following table outlines the structures of governance for Community Centres and Community Hubs at four metropolitan Councils – City of Adelaide, City of Port Adelaide Enfield, City of Onkaparinga and City of Charles Sturt:

LGA	Locations	Structure	Model	Funding	
City of	Adelaide	Council owned,	Council	Council	Commercial and

6.1.1 Community Centres Governance Models and Collaboration Review

LGA	Locations	Structure	Model	Funding	
Adelaide	Southwest Box Factory North Adelaide Community Centre & Library  Total = 3	operated and staffed.	managed.	funded, no ACE, DHS or DIS funding	community spaces for hire managed by Council (hall for hire model)
City of Port Adelaide Enfield	Enfield Kilburn Lefevre  North East Community House (formerly Hillcrest Community Centre  Total = 4 (3 Council; 1 independent)	Enfield, Kilburn & Lefevre are Council owned, operated and staffed.  Independently owned, managed and staffed.	Council managed AND  Independent (without CDC)	Council funded  Independent	Commercial and community spaces for hire managed by Council through a clerical administration officer.  Another 8 halls for hire (regular and casual hirers) are managed by a single booking officer who also manages reserves.
City of Onkaparinga	Aberfoyle, Christie Downs, Coromandel, Reynella, Woodcroft – Morphett Vale, Hackam West.  Aldinga Community Centre Seaford Community Centre  Neporendi Aboriginal Community Centre  Total = 10	Council owned building, operated by an incorporated body (management committee) with Council employed staff.  Council owned, operated and staffed  Council owned building and operated. Neporendi Aboriginal Forum Incorporated operates from the Centre.	Independent (with CDC)  Council Managed  Council Managed (with sub lease)	Mixed model for funding	
City of Charles Sturt	19 on Green Bower Cottages	Council owned, operated and	Council Managed	Council funded	Commercial and community spaces for



6.1.1 Community Centres Governance Models and Collaboration Review

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LGA	Locations	Structure	Model	Funding	
	Cheltenham Findon Henley & Grange Seaton North West Lakes Arch Paterson Community Centre (Seniors Centre) The Brocas (Youth Centre)  Total = 9	staffed			hire managed by Council (hall for hire model)

City of Salisbury Collaboration Agreement Review

6.1.1 Community Centres Governance Models and Collaboration Review

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Community Centres currently work in partnership with Council with an expired collaboration agreement remaining in place. These agreements were first signed in 2001, and document the roles, responsibilities and expectations of Council and the respective management committees.

The most recent collaboration agreements expired at the end of June 2020. Since the expiry of the collaboration agreement there has been a mutual understanding that the conditions of 'the then current' agreement would prevail until a new agreement was in place.

This arrangement was temporary as new agreement are required to provide the Management Committees the certainty of a signed documentation outlining roles and responsibilities. Moving forward written agreements are required for each Management Committee to apply for grant funding and strategically plan for a number of years.

Throughout 2018/19 the collaboration agreement was collectively reviewed by the representatives of the Community Centres and administration staff. There were a range of suggestions put forward which primarily focused on the clarity of document, rather than material changes. The agreement was finalised after legal advice through Norman Waterhouse, and then reviewed by staff prior to Council endorsement.

As the current agreement is dependent on the outcome of the management model there are no further areas of the agreement to review at this stage.

*Relationship Between Community Centre Management Committees (Incorporated Bodies) and Council*

The current model structure works on the premise that the Management Committee's manage and implement the services and program delivery to the community through the Centre's.

Council provides support with staffing, legislative obligations, accountability requirements and assists in applying for grant funding. This is formalised through the collaboration agreements described above however informally the relationship is managed through the Community Capacity and Learning (CC&L) division and more specifically the Community Development Coordinators who are Council employees located at the Centres.

Any proposed transition to a model should provide for a communication and change management process on the preferred management model. This will give the management committees the opportunity to provide input, or relevant issues and facts to be considered and the opportunity for clarification, to ask questions and to provide feedback.

*Volunteer Roles in Community Centres*

Community Centres would not exist without volunteers dedicating time and expertise. The changing nature of volunteering impacts both the management model and delivery of programs and services.

Community Development Coordinators at each site are Council employees, and volunteers are managed by the City of Salisbury..

Growing numbers of volunteers are eager to be engaged in contributing to the community; however a shortage of time often restricts them from committing long term. Younger people often view volunteer work as a foundation block for shaping of careers and for personal growth and development. The emergences of these trends impact the governance and management models of Community Centres. Management Committees require long term and consistent commitment of time, as well as adequate skills and experience.

The management model should consider the changing nature and expectations of volunteers in assessing the options.

6.1.1 Community Centres Governance Models and Collaboration Review

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*Role of Community Centre Management Committees*

Previous surveys of Community Centre management committee members indicate that they generally demonstrate an understanding of their role and obligations. However, across all management committees, amongst individual members there are different levels of skills, knowledge and experience in relation to governance obligations.

Most members understand that they have an obligation in relation to training to ensure that they fulfill these obligations. Overall committee members should understand and contribute to the big picture in regard to strategic focus, legal requirement, business practices, culture and specific responsibilities in relation to financial management, legal compliance and conditions of funding and the constitution.

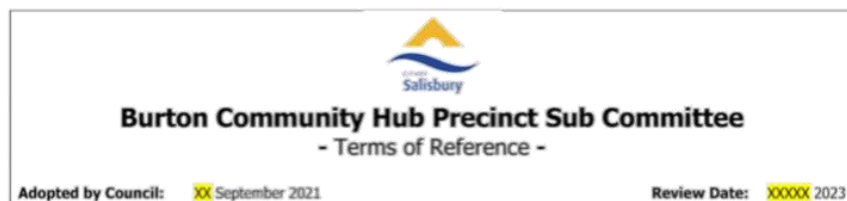
Many members also take on other volunteer 'non-committee' roles through the City of Salisbury volunteer program to support the community centres at the operational level and often access additional relevant training and experience, through their involvement and commitment.

The management model should consider the capacity of members to fulfill committee responsibilities, and for each Community Centre the current status of each committee.

*Conclusion*

With proposed new governance structure for the Para Hills Community Hub and the new Burton Community Hub, the question remains of how to proceed with new agreements for the remaining Community Centres.

As the proposed new governance structure impacts Para Hills Community Hub and the new Burton Community Hub as part of a precinct approach, it is recommended that the remaining independent (with Council Community Development Coordinator) community centres being Salisbury East Neighbourhood Centre, Pooraka Farm Community Centre, Morella Community Centre and Bagster Community Centre are offered a renewed collaboration agreement for a period of five years.




## 1. Purpose

- 1.1 The Burton Community Hub Precinct Sub Committee has been established to provide advice and recommendation to the Community Wellbeing and Sport Committee in relation to Burton Community Hub Precinct strategic direction for the City of Salisbury. The Sub Committee will focus on outcomes that continue the sustainable growth, master planning and precinct development of facilities, partnerships, services and programs for the Burton Community Hub Precinct. To achieve this goal, the Burton Community Hub Precinct Sub Committee will:
- Advice and recommend to the Community Wellbeing & Sport Committee on the implementation of strategy and critical actions in the City Plan 2035, specifically related to the Burton Community Hub Precinct.
  - Assist and direct Council in monitoring success of critical actions in the City Plan 2035 in relation to Burton Community Hub Precinct.
  - Engagement with and provide input to Council on other community development and precinct matters which are relevant to the Burton Community Hub Precinct.
  - Provide advice, feedback and direction through a partnership approach to program development for core streams and those bespoke to the Burton Community Hub Precinct, monitoring and evaluation.
  - Provide and receive feedback from the community representatives in relation to the Burton Community Hub Precinct.
- 1.2 The Sub Committee will adopt an innovative and risk management focus in its considerations, delivery and recommendations to Council.
- 1.3 The Sub Committee will exercise delegated authority on behalf of Council to provide direction and advice on programs and activities bespoke to the Burton Community Hub precinct, within the relevant program funding allocation.

## 2. Status and Term of the Committee

- 2.1 The Sub Committee is formed under section 41 of the *Local Government Act 1999* as an advisory committee to the Community Wellbeing and Sport Committee for the purpose of providing advice to Council in regard to the areas listed in section 1 above.
- The Sub Committee will be governed by Part 1, 3 and 4 of the Local



**Burton Community Hub Precinct Sub Committee**  
- Terms of Reference -

Adopted by Council: XX September 2021      Review Date: XXXXX 2023

Government (Procedures at Meetings) Regulations 2013 (the Regulations) excluding Part 2 of the Regulations.

2.2 This Sub Committee will exist for the term of the Council.

2.3 The Sub Committee will exercise delegated authority on behalf of Council to provide direction and advice on programs and activities bespoke to the Burton Community Hub precinct, within the relevant program funding allocation.

**3. Meeting Details**

3.1 This Sub Committee is scheduled to meet quarterly, on the second Monday or Tuesday of the month, from March 2022 or as required, to consider matters within its Purpose.

3.2 In the event that Monday is a public holiday, the meeting will convene on the Tuesday of the same week.

3.3 Meetings of the Sub Committee will be held in the Committee Rooms, City of Salisbury, 34 Church Street, Salisbury or as otherwise determined by the CEO.


3.4 In accordance with Section 87 of the *Local Government Act*, a minimum of three clear days' notice of an ordinary meeting will be provided to members of the Sub Committee.

3.5 Public notice of meetings will be given through publication of the annual meeting schedule on the City of Salisbury website. A copy of the Notice of Meeting and Sub Committee Agenda will also be displayed at 34 Church Street, Salisbury.

3.6 Members of the public are able to attend all meetings of the Sub Committee, unless prohibited by resolution of the Sub Committee under the confidentiality provisions of section 90 of the *Local Government Act 1999*.

**4. Membership**

4.1 The membership of the Sub Committee will consist of five Members as nominated and appointed by Council.

  
**Burton Community Hub Precinct Sub Committee**  
- Terms of Reference -

Adopted by Council: XX September 2021Review Date: XXXXX 2023

- Two Elected Members
- The Mayor (ex-officio)
- A Community Centre (management committee) representative
- A Local Sporting Club/School/Education representative

4.2 All members must attend meetings and where unable to do so, must provide an apology to the Chairperson prior to the meeting.

4.3 Proxy membership is not permitted.

4.4 Members of the Sub Committee must comply with the conduct and conflict of interest provisions of the *Local Government Act 1999*. In particular, Sections 62 (general duties), 63 (code of conduct) and 73-74 (conflict of interest, members to disclose interests) must be adhered to.

**5. Chairperson and Deputy Chairperson**

5.1 The appointment of a Chairperson will be made by the Council for a term determined by the Council, and is to be a Council Member.

5.2 The Deputy Chairperson will be appointed at the first meeting of the Committee for a term determined by the Committee.

**6. Voting Rights**

6.1 All members have equal voting rights. A question arising for a decision will be decided by a majority of votes cast by all members present.


6.2 Each member must vote on a question arising for a decision.

6.3 The Chairperson has a deliberative vote, but does not, in the event of an equality of votes have a casting vote.

6.4 In the event of an equality of votes, the matter must be referred to the Community Wellbeing and Sport Committee for decision.

**7. Meeting Procedures, Minutes and Documents**

7.1 All meetings of the Sub Committee will be held in accordance with the *Local Government Act 1999*, the City of Salisbury Code of Practice



**Burton Community Hub Precinct Sub Committee**  
- Terms of Reference -

Adopted by Council: XX September 2021      Review Date: XXXXX 2023

for Meeting Procedures and the City of Salisbury Code of Practice for Access to Meetings and Documents.

The Sub Committee will be governed by Part 1, 3 and 4 of the *Local Government (Procedures at Meetings) Regulations 2013* (the Regulations) excluding Part 2 of the Regulations.

7.2 Minutes will be kept of the proceedings at each Sub Committee meeting. All Members of Council will be provided with a copy of all minutes of the proceedings of this Sub Committee within five days after a meeting.

7.3 Members of the public have access to all documents relating to the Sub Committee unless prohibited by resolution of the Committee under the confidentiality provisions of section 91 of the *Local Government Act 1999*.

**8. Quorum**

8.1 A quorum shall be determined by dividing the total number of members of the committee by two (ignoring any fractions) and adding one. For a committee comprising 5 members, the quorum is 3.

8.2 When the Mayor (as an ex officio member) is in attendance at a Community Hubs Sub Committee meeting, the quorum requirement remains at 3.

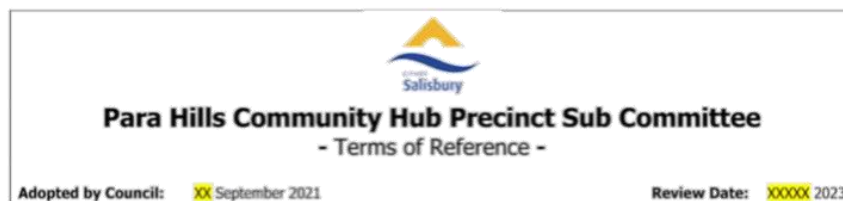
**9. Reporting Requirements**

9.1 This Sub Committee reports to the Community Wellbeing and Sport Committee.

9.2 The Sub Committee shall make whatever recommendations to the Council it deems appropriate on any area within its Terms of Reference at its full discretion.

9.3 Recommendations made by the Sub Committee will – where relevant - be referred to the next Community Wellbeing and Sport Committee meeting.






## 1. Purpose

- 1.1 The Para Hills Community Hub Precinct Sub Committee has been established to provide advice and recommendation to the Community Wellbeing and Sport Committee in relation to Para Hills Community Hub Precinct strategic direction for the City of Salisbury. The Sub Committee will focus on outcomes that continue the sustainable growth, master planning and precinct development of facilities, partnerships, services and programs for the Para Hills Community Hub Precinct. To achieve this goal, the Para Hills Community Hub Precinct Sub Committee will:
- Advice and recommend to the Community Wellbeing & Sport Committee on the implementation of strategy and critical actions in the City Plan 2035, specifically related to the Para Hills Community Hub Precinct.
  - Assist and direct Council in monitoring success of critical actions in the City Plan 2035 in relation to Para Hills Community Hub Precinct.
  - Engagement with and provide input to Council on other community development and precinct matters which are relevant to the Para Hills Community Hub Precinct.
  - Provide advice, feedback and direction through a partnership approach to program development for core streams and those bespoke to the Para Hills Community Hub Precinct, monitoring and evaluation.
  - Provide and receive feedback from the community representatives in relation to the Para Hills Community Hub Precinct.
- 1.2 The Sub Committee will adopt an innovative and risk management focus in its considerations, delivery and recommendations to Council.
- 1.3 The Sub Committee will exercise delegated authority on behalf of Council to provide direction and advice on programs and activities bespoke to the Para Hills Community Hub precinct, within the relevant program funding allocation.

## 2. Status and Term of the Committee

- 2.1 The Sub Committee is formed under section 41 of the *Local Government Act 1999* as an advisory committee to the Community Wellbeing and Sport Committee for the purpose of providing advice to Council in regard to the areas listed in section 1 above.
- The Sub Committee will be governed by Part 1, 3 and 4 of the Local





**Para Hills Community Hub Precinct Sub Committee**  
- Terms of Reference -

Adopted by Council: XX September 2021      Review Date: XXXXX 2023

Government (Procedures at Meetings) Regulations 2013 (the Regulations) excluding Part 2 of the Regulations.

2.2 This Sub Committee will exist for the term of the Council.

2.3 The Sub Committee will exercise delegated authority on behalf of Council to provide direction and advice on programs and activities bespoke to the Para Hills Community Hub precinct, within the relevant program funding allocation.

**3. Meeting Details**

3.1 This Sub Committee is scheduled to meet quarterly, on the second Monday or Tuesday of the month, from March 2022 or as required, to consider matters within its Purpose.

3.2 In the event that Monday is a public holiday, the meeting will convene on the Tuesday of the same week.

3.3 Meetings of the Sub Committee will be held in the Committee Rooms, City of Salisbury, 34 Church Street, Salisbury or as otherwise determined by the CEO.


3.4 In accordance with Section 87 of the *Local Government Act*, a minimum of three clear days' notice of an ordinary meeting will be provided to members of the Sub Committee.

3.5 Public notice of meetings will be given through publication of the annual meeting schedule on the City of Salisbury website. A copy of the Notice of Meeting and Sub Committee Agenda will also be displayed at 34 Church Street, Salisbury.

3.6 Members of the public are able to attend all meetings of the Sub Committee, unless prohibited by resolution of the Sub Committee under the confidentiality provisions of section 90 of the *Local Government Act 1999*.

**4. Membership**

4.1 The membership of the Sub Committee will consist of five Members as nominated and appointed by Council.

  
**Para Hills Community Hub Precinct Sub Committee**  
- Terms of Reference -

Adopted by Council: XX September 2021Review Date: XXXXX 2023

- Two Elected Members
- The Mayor (ex-officio)
- A Paddocks Community Centre (management committee) representative
- A Local Sporting Club/School/Education representative

4.2 All members must attend meetings and where unable to do so, must provide an apology to the Chairperson prior to the meeting.

4.3 Proxy membership is not permitted.

4.4 Members of the Sub Committee must comply with the conduct and conflict of interest provisions of the *Local Government Act 1999*. In particular, Sections 62 (general duties), 63 (code of conduct) and 73-74 (conflict of interest, members to disclose interests) must be adhered to.

**5. Chairperson and Deputy Chairperson**

5.1 The appointment of a Chairperson will be made by the Council for a term determined by the Council, and is to be a Council Member.

5.2 The Deputy Chairperson will be appointed at the first meeting of the Committee for a term determined by the Committee.

**6. Voting Rights**

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6.2 Each member must vote on a question arising for a decision.

6.3 The Chairperson has a deliberative vote, but does not, in the event of an equality of votes have a casting vote.

6.4 In the event of an equality of votes, the matter must be referred to the Community Wellbeing and Sport Committee for decision.

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**Para Hills Community Hub Precinct Sub Committee**  
- Terms of Reference -

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for Meeting Procedures and the City of Salisbury Code of Practice for Access to Meetings and Documents.

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**8. Quorum**

8.1 A quorum shall be determined by dividing the total number of members of the committee by two (ignoring any fractions) and adding one. For a committee comprising 5 members, the quorum is 3.

8.2 When the Mayor (as an ex officio member) is in attendance at a Community Hubs Sub Committee meeting, the quorum requirement remains at 3.

**9. Reporting Requirements**

9.1 This Sub Committee reports to the Community Wellbeing and Sport Committee.

9.2 The Sub Committee shall make whatever recommendations to the Council it deems appropriate on any area within its Terms of Reference at its full discretion.

9.3 Recommendations made by the Sub Committee will – where relevant - be referred to the next Community Wellbeing and Sport Committee meeting.





By Email: JCooper@salisbury.sa.gov.au  
Ref: YXMM00297106F06451489

6 October 2020

Ms J Cooper  
Manager Community Capacity & Learning  
Libraries & Community Centres  
City of Salisbury  
PO Box 8  
SALISBURY SA 5108

Dear Jo

**Advice – community centres collaboration agreement**

**1. BACKGROUND TO ADVICE**

I refer to your email of 18 September 2020.

You have asked for advice in relation to the potential creation of a “board” structure to sit across five of Council’s community centres in the first instance, with the potential to transition other community centres to this structure in the future.

I understand that Council has five community centres that are currently managed by individual incorporated associations. Each centre is managed under a collaboration agreement between Council and the relevant association. Each collaboration agreement is effectively a management agreement, whereby the association has rights and obligations to manage the centre and occupies the centre under a non-exclusive licence.

Council has a number of outcomes it wishes to achieve through the proposed new community centres board structure, and these are also outlined in your email of 18 September.

These desired outcomes can generally be grouped into two categories, with the first being strategic outcomes and the second being administrative outcomes.

**2. SUMMARY OF OPTIONS**

A “board” as is being contemplated here is not a legal entity, rather, it exists as the governing body of another legal entity. For example, statutory authorities, companies and incorporated associations all have boards or management committees appointed pursuant to their constitutions or charters and these boards have authority and responsibility for management of the entities for whom they are appointed.

I understand Council does not wish to create a section 41 committee or section 42 subsidiary under the *Local Government Act 1999 (LG Act)* to manage or administer the community centres on behalf of Council.

Therefore, I consider there are two options for creation of a “board” structure to sit across

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6 October 2020

Page 2

Council's community centres:

- Option 1 is to create an "informal" or advisory board as an additional layer between Council and the individual associations, using a modified version of the existing collaboration agreement structure; and
- Option 2 is to set up a new incorporated association that operates as an umbrella organisation, under which the individual associations will sit (**New Association**). The New Association would be managed by a formal board or management committee, appointed under the constitution of that association.

Under both options, Council's desired outcomes make it clear the community centres need to be treated more like a single facility, albeit with different locations or "branches", rather than as five discrete facilities.

### 3. ADVISORY BOARD

#### 3.1 Summary of option

Under this option, the "board" would not be a separate legal entity. Rather, it would operate on an advisory basis only (**Advisory Board**). It could be made up of Elected Members, staff and representatives from each of the individual community centre associations.

The Advisory Board would not necessarily have a formal decision-making role. Rather, it would be responsible for setting and overseeing the strategic direction of the community centres (as a whole), having regard to Council's City Plan and input from the local community.

The Advisory Board would have a role in helping Council to achieve its desired strategic outcomes for the community centres

#### 3.2 Changes to collaboration agreement structure

For this option to also provide the administrative outcomes Council requires for the community centres, certain other actions would also be needed, including:

- modifications to the current collaboration agreement, to both document the role of the Advisory Board and change the focus to the community centres as a collective rather than on an individual basis; and
- strengthening the governance framework behind the collaboration agreement and the terms of the collaboration agreement itself, including:
  - a clearer reporting pathway for individual associations;
  - clearer allocations of responsibilities between the parties;
  - greater flexibility and power for Council to direct programs;
  - greater clarity in the role of the Centre Coordinator and their decision-making power in the day to day running of the centres;
  - commitment on the part of Council and each centre association to performance management and continuous improvement, including

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documentation of key performance indicators that are measurable, together with regular monitoring and reporting.

In conjunction with the Advisory Board, a modified and more rigorous collaboration agreement and governance structure has the potential to deliver Council's desired strategic and administrative outcomes.

#### 4. UMBRELLA ASSOCIATION

Under this option, the "board" would be the formal governing body of a new incorporated association (**New Association**), appointed in accordance with its constitution and the *Associations Incorporations Act 1985* (**Associations Act**).

Council may either set up the New Association directly or else be involved in its creation as an "independent" association.

##### 4.1 New Association – set up by Council directly

Council is able set up a not for profit entity under the Associations Act. The New Association would need a constitution and to be registered.

Council would need to show that the organisation is established for religious, charitable, educational, sporting, recreational or benevolent purposes. In addition, an incorporated association must not be formed with the intention of passing on and cannot pass on a financial profit (such as a dividend) to its members.

Careful consideration would be need in drafting the objects of the New Association, so that it could cater for management of the original five centres, as well as other centres that might potentially be brought under the model.

The Associations Act does not prohibit an association from making a profit. However, upon dissolution or winding up once creditors have been paid, any surplus assets are generally distributed in accordance with the constitution or rules of the association to an organisation with similar interests and not to the members of the defunct association.

Council could be the sole member of the New Association or there could be multiple members (i.e. the other existing community centre associations). However, the greater the number of members of the New Association, the less control Council would have over appointments to the board and the operations of the New Association generally.

The matter of appointment of members of the board or management committee must be considered carefully, particularly if Elected Members or staff of Council are potentially going to take these roles.

While ordinary members of an association do not generally have any legal responsibility for the association apart from paying an annual subscription and abiding by its rules or constitution, those members involved in the management of the New Association would have specific obligations under its constitution and the Associations Act. For example, the Associations Act provides penalties for members of the board or management committee responsible if the New Association engages in insolvent trading. In addition, there are various duties on officers prohibiting improper use of information or improper use of position.

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Further, there is a real risk that perceived or actual conflicts of interest may arise on a regular basis, given the relationship between Council and the New Association. For example, members of the board or management committee will have fiduciary duties to act in the best interests of the New Association when sitting as the board. Such interests may not completely align with or indeed may be obviously contrary to the interests of Council, which would place Elected Members or staff in a very difficult position, particularly in light of Code of Conduct obligations under the LG Act. Which duty would take precedence? If Elected Members or staff declared conflicts of interest and absented themselves from voting at meetings of the New Association, this could affect the ability of the board to attain quorum and make decision making difficult.

As Elected Members or staff of Council would be appointed to roles on the board of the New Association in their capacity as elected members or staff (i.e. rather than in their personal capacities), Council would need to make sure they were appropriately supported to carry out these roles.

There would need to be an agreement between Council and the New Association, as Council would continue to own the community centres. This agreement could take the form of a lease, licence or an overarching collaboration agreement or similar for all five community centres as a collective. This agreement would set out expectations for delivery of services across the centres and set expectations for the New Association in terms of administration, reporting obligations, service level requirements and so on, similar to the existing collaboration agreement.

There could then be sub-collaboration agreements, program delivery agreements or similar with each of the community centre associations, if they were to continue as separate entities. Other entities could also be brought in as necessary to provide additional services.

As the New Association would take over responsibility for managing all community centres and all community centre associations, it might need employees to undertake these tasks, rather than being reliant on volunteer members.

Ongoing administration of the New Association may require periodic or annual returns and auditing accounts and would require annual general meetings to be held.

If Council wanted to change the model in the future, this might involve:

- terminating the collaboration agreement;
- winding up the New Association; and
- distributing any surplus assets,

which could be administratively cumbersome.

#### 4.2 **New Association – facilitated by Council**

In this variation to option 2, the New Association is still a separate legal entity, but Council is not a member. Council could still have a role in making appointments to the board or management committee, however direct control would be reduced.

This New Association could be made up of members being the existing community centre associations, or the individual members of the existing community centre associations (with the community centre associations then wound up).

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It would be critical to ensure that the objects of the New Association were sufficiently broad and yet specific enough to encompass all the programs and services that are provided across all community centres (and that may potentially be provided) to ensure the ability to obtain funding was not jeopardised.

Under this variation, the collaboration agreement between Council and the New Association would be of critical importance, as Council would have minimal if any direct control over the decisions of the board or the operations of the New Association and would need to drive the strategic direction through its contractual relationship with the New Association.

While this variation would enable the management of the community centres, together with administration and compliance, to be centralised and consolidated, rather than being replicated across various entities, I query whether it would provide any advantage to Council in achieving its strategic outcomes.

## 5. SUMMARY

On balance, I am of the view that the first option, creation of the Advisory Board, may be preferable for the following reasons:

- it will be administratively simpler and more cost-effective to establish and unwind;
- it will be easier to modify, including bringing additional community centres into the structure, or moving community centres out of the structure;
- it will be administratively less complicated to manage on an ongoing basis;
- there are fewer opportunities for Elected Members and staff to have conflicts of interest, given the Advisory Board will have limited, if any, decision-making power;
- it keeps Council (and individual Elected Members and staff) within the compliance framework of the LG Act, instead of them also having to comply with/operate under the Associations Act regime and being exposed to those additional risks;
- it means employees of Council continue in that role, instead of potentially being employees of or seconded to the New Association.

In my view, the Advisory Board has the potential to enable Council to achieve its desired strategic outcomes with the minimum administrative burden. However, achieving the associated administrative outcomes will be dependent upon:

- the existing collaboration agreement being modified;
- the associated governance structure being strengthened; and
- a commitment being made (by Council and the individual incorporated associations responsible for each centre) to performance management and continuous improvement across the centres as a collective.

YXM/M00297106F06451489



6 October 2020

Page 6

Please contact me with any queries or if you require more detailed advice on any point once you have had an opportunity to consider.

Yours faithfully  
Norman Waterhouse



**Yari McCall**  
Senior Associate  
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ymccall@normans.com.au

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**7     Audit Committee Meeting**  
***Chair – Cr G Reynolds***

*No Audit Committee meeting was held in September 2021.*

**8     Council Assessment Panel Meeting**

Council to note the minutes of the Council Assessment Panel Meeting held 24 August 2021.

---

## **9 CEO Review Committee Meeting**

### ***Chair - Mayor G Aldridge***

That Council adopt the recommendations of the CEO Review Committee meeting on 13 September 2021 listed below, with the exception of Items(s):

### and ###

which was/were withdrawn to be considered separately.

### ***Administration***

#### **9.0.2 Local Government Reform CEO Remuneration Update**

It is recommended to Council:

That Council:

1. Receives the information.

### ***Reports***

#### **9.1.1 CEO Performance Evaluation - Proposed Personal Evaluation System for FY2021/2022**

It is recommended to Council:

That Council:

1. Receives the information.
2. Approves that the Personal Evaluation System apply to the CEO for the FY2021/2022 review period, comprising a Performance Appraisal Survey and Key Performance Indicators (both documents attached), with the inclusion of -  
Indicators
  - % of staff traineeships awarded to people living in the City of Salisbury.Projects & Initiatives
  - Review the employee recruitment process to ensure that subject to meeting any legislative requirements and the skills and experience required for a role an emphasis is given to people living in the North Region/City of Salisbury.
3. Notes that Andrew Reed from Hender Consulting is further engaged as Independent Advisor to the CEO Review Committee.

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## MAYOR'S DIARY REPORT

It is recommended to Council:

That Council:

1. Notes the report.

Date	Time	Function
21/08/2021	10:30 AM	Salisbury Aquatic Centre Consultation - Community Drop-in Session This Saturday
22/08/2021	03:15 PM	National Premier League Soccer Cup Final
23/08/2021	03:00 PM	Office Time - Schedule upcoming week/ Signing/Speeches and Resident Enquiries
23/08/2021	03:30 PM	Pre Council Meeting Briefing
23/08/2021	04:00 PM	Community Hub/Precinct Model Discussion
23/08/2021	06:30 PM	Council Meeting
24/08/2021	11:00 AM	Meeting with Resident
24/08/2021	12:30 PM	PA / Office Time
24/08/2021	01:00 PM	Discussion - Activities & Programs at Twelve25
24/08/2021	12 Noon	Media Issues - Regular Catch-up
25/08/2021	09:45 AM	Italian radio
26/08/2021	10:30 AM	Coffee with residents
27/08/2021	12 Noon	LGA Board of Directors - LGA CEO interviews
28/08/2021	10:00 AM	Write Now – Writers Festival
28/08/2021	04:00 PM	Resident's birthday
28/08/2021	07:00 PM	Indian Cultural Event
31/08/2021	02:30 PM	Meeting with resident
31/08/2021	05:00 PM	CCTV Policy Working Group
31/08/2021	12 Noon	Media Issues - Regular Catch-up
1/09/2021	12:30 PM	Regular Catchup to Discuss Current/Upcoming Planning/Building Issues
1/09/2021	01:00 PM	Regular meeting Mayor/CEO/EA
1/09/2021	02:00 PM	CEO/Mayor Signing Settlement Documentation
1/09/2021	03:00 PM	Briefing for Mayor
1/09/2021	05:00 PM	St Barbara Church - Commissioning of New Minister
1/09/2021	06:00 PM	2021 Salisbury City Centre Business Awards
3/09/2021	10:00 AM	Meeting with resident
3/09/2021	06:30 PM	Governor of South Australia - State Dinner
6/09/2021	10:00 AM	GAROC Committee Meeting
6/09/2021	03:00 PM	Appointment with staff re technical issues
6/09/2021	03:30 PM	Meeting with local service provider
6/09/2021	04:00 PM	Office Time - Schedule upcoming week/ Signing/Speeches and Resident Enquiries
6/09/2021	04:30 PM	Catch up Mayor/GMCiD
6/09/2021	06:30 PM	Informal Strategy

7/09/2021	10:15 AM	Mayor's Radio Show: Haunting History of Salisbury
7/09/2021	12:30 PM	Media Issues - Regular Catch-up
7/09/2021	01:00 PM	Regular meeting Mayor/CEO/EA
7/09/2021	12 Noon	Catch up re Burton Ground Breaking
9/09/2021	11:30 AM	Identification Certification
9/09/2021	01:30 PM	Citizenship Ceremony - 1.30pm
9/09/2021	03:00 PM	Citizenship Ceremony - 3pm
9/09/2021	06:30 PM	Citizenship Ceremony - Evening
11/09/2021	06:00 PM	6th Arts & Cultural Ganesh Festival
12/09/2021	12 Noon	Salisbury Community Fun Day @ Ingle Farm Recreation Centre
13/09/2021	01:00 PM	2021 Thanksgiving Assembly - Temple Christian College
13/09/2021	03:45 PM	Channel 10 interview re whale at St Kilda
13/09/2021	04:00 PM	Office Time - Schedule upcoming week/ Signing/Speeches and Resident Enquiries
13/09/2021	06:30 PM	CEO Review Committee
13/09/2021	06:35 PM	Strategic Property Development Sub Committee
13/09/2021	06:40 PM	Tree Management Appeals Sub Committee
13/09/2021	12 Noon	Channel 7 Interview re whale at St Kilda
15/09/2021	07:00 AM	Northern Business Breakfast
15/09/2021	02:30 PM	Spotlight on Business recording: First Things First Coffee
15/09/2021	03:30 PM	Briefing for Mayor - STEM Girls Tour
15/09/2021	04:00 PM	SRP Meeting
16/09/2021	05:00 PM	Haunting History of Salisbury Walking Tour
17/09/2021	08:15 AM	Speech - UniSA STEM Girls Conference – Industry Day (City of Salisbury session)
17/09/2021	12:30 PM	Citizenship Ceremonies (Citizenship Day)
18/09/2021	01:00 PM	Speech - Kip McGrath Open Day
18/09/2021	08:00 PM	Resident birthday
20/09/2021	03:00 PM	Meeting with resident
20/09/2021	04:00 PM	Mayor to sign Documents for Development Services
20/09/2021	04:00 PM	Office Time - Schedule upcoming week/ Signing/Speeches and Resident Enquiries
20/09/2021	04:45 PM	Debrief Mayor - West of Port Wakefield Rd Report
20/09/2021	05:00 PM	Dunkley Green Discussion
20/09/2021	06:30 PM	Committee Meetings ( <i>Policy &amp; Planning, Finance &amp; Corporate Services, Urban Services and Governance &amp; Compliance Committees</i> )
21/09/2021	10:15 AM	Mayor's Radio Show: Business in Salisbury, Polaris update
21/09/2021	12:30 PM	Office Time - Documents for Signing/ Speech Review
21/09/2021	06:30 PM	International Day of Peace - (Pinnacle College)
21/09/2021	12 Noon	Media Issues - Regular Catch-up
22/09/2021	10:00 AM	Speech - Salisbury Skills Workshop
22/09/2021	01:00 PM	Regular meeting Mayor/CEO/EA
22/09/2021	02:00 PM	Meeting with CEO/Mayor/Deputy Mayor

#### **Events attended by Elected Members on behalf of the Mayor**

<b>Date</b>	<b>Member</b>	<b>Function</b>
18/09/2021	Cr S Reardon	“Battle of Britain” Commemorative Service

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## **REPORTS FROM COUNCIL REPRESENTATIVES**

### **QUESTIONS ON NOTICE**

No Questions on Notice have been received.

### **QUESTIONS WITHOUT NOTICE**

### **MOTIONS ON NOTICE**

#### **MON1 Motion on Notice: Audio Recording**

Cr Chad Buchanan has submitted the following Motion on Notice:

##### That Council:

1. Approves, in order to enhance transparency of Council decision making, for the Administration to commence necessary preparations to:
  - implement quality audio recording of all public Council Meetings; and
  - publish the recording of the public Council meeting on the Council website within 48 hours after the Council meeting and retain it on the website for a period of 3 months, after which it will be removed from the website.

#### **ADMINISTRATION COMMENT:**

If this motion is carried, arrangements will be made to implement accordingly, through optimisation of the existing audio recording capability of the Council Chamber.

### **OTHER BUSINESS / MOTIONS WITHOUT NOTICE**





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## ORDERS TO EXCLUDE THE PUBLIC

### 1.4.1 Structure Plan West Port Wakefield Road

#### Recommendation

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
  - *information the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *prejudicing commercial position of Council, and on balance contrary to public interest.*

*On that basis the public's interest is best served by not disclosing the **Structure Plan West Port Wakefield Road** item and discussion at this point in time.*

3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

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## 1.4.2 St Kilda Future Development Opportunities

### Recommendation

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
  - *information the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *prejudicing commercial position of Council, and on balance contrary to public interest.*

*On that basis the public's interest is best served by not disclosing the **St Kilda Future Development Opportunities** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

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#### 4.4.1 **Burton Community Hub - Status Report**

##### **Recommendation**

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(d)(i) and (d)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and*
  - *commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *Non-disclosure of the matter and discussion of this item in confidence would protect confidential information relating to Council's commercial position.*

*On that basis the public's interest is best served by not disclosing the **Burton Community Hub - Status Report** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

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## 5.4.1 Salisbury Aquatic Centre

### Recommendation

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
  - *information the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *Non-disclosure of the matter and discussion of this item in confidence would protect the confidential information relating to potential commercial negotiations regarding the project and on balance would protect the interest of the public.*

*On that basis the public's interest is best served by not disclosing the **Salisbury Aquatic Centre** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

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**6.4.1 Recommendations of the Confidential Strategic Property Development Sub Committee meeting held on Monday 13 September 2021**

**Recommendation**

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
  - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
  - *information the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
  - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
  - *Non disclosure of this report at this time will protect Council's commercial position as public disclosure may provide third parties with a commercial advantage.*

*On that basis the public's interest is best served by not disclosing the **Recommendations of the Confidential Strategic Property Development Sub Committee meeting held on Monday 13 September 2021** item and discussion at this point in time.*

3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

**CLOSE**



John Harry  
**CHIEF EXECUTIVE OFFICER**





**MINUTES OF COUNCIL MEETING HELD IN THE COUNCIL CHAMBER,  
34 CHURCH STREET, SALISBURY ON**

**23 AUGUST 2021**

**MEMBERS PRESENT**

Mayor G Aldridge  
Cr M Blackmore  
Cr L Braun  
Cr B Brug  
Cr C Buchanan (Deputy Mayor)  
Cr A Duncan  
Cr K Grenfell  
Cr D Hood  
Cr P Jensen (*from 7.05 pm*)  
Cr S Ouk  
Cr D Proleta  
Cr S Reardon  
Cr G Reynolds  
Cr J Woodman (*from 6.38 pm*)

**STAFF**

Chief Executive Officer, Mr J Harry  
General Manager Business Excellence, Mr C Mansueto  
General Manager City Infrastructure, Mr J Devine  
General Manager Community Development, Mrs A Pokoney Cramey  
A/General Manager City Development, Mr C Zafiropoulos  
Manager Governance, Mr R Deco  
Governance Support Officer, Ms K Boyd

The meeting commenced at 6.30 pm.

**OPENING PRAYER AND WELCOME**

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

The Mayor read the Kaurna Acknowledgement.

The Chief Executive Officer read the Opening Prayer.

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## **APOLOGIES**

An apology was received from Cr N Henningsen.

## **LEAVE OF ABSENCE**

Nil

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## **ITEM 1: PUBLIC QUESTION TIME**

The Mayor advised there were no questions received for Public Question Time.

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## **ITEM 2: DEPUTATIONS / PRESENTATIONS**

*There were no Deputations or Presentations.*

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## **ITEM 3: PETITIONS**

*No Petitions were received.*

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## **ITEM 4: PRESENTATION OF MINUTES**

Moved Cr L Braun  
Seconded Cr B Brug

The Minutes of the Council Meeting held on 26 July 2021, be taken as read and confirmed.

**CARRIED**  
**1072/2021**

Moved Cr K Grenfell  
Seconded Cr L Braun

The Minutes of the Confidential Council Meeting held on 26 July 2021, be taken as read and confirmed.

**CARRIED**  
**1073/2021**



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## ITEM 5: COMMITTEE REPORTS

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### 5.1 Policy and Planning Committee - Recommendations for Council Ratification

Moved Cr K Grenfell

Seconded Cr G Reynolds

That Council adopt the recommendations of the Policy and Planning Committee meeting on 16 August 2021, contained in the report to Council (Item No. 5.1 on the agenda for the Council meeting held on 23 August 2021), and listed below with the exception of item:

**YC-OB1 Recycle Bin – Salisbury Community Hub and Twelve25 Youth Centre**

which was withdrawn to be considered separately.

### 1.0.2 Future Reports for the Policy and Planning Committee

That Council:

1. Receives and notes the information

### 1.1.1 Recommendations of the Youth Council Sub Committee meeting held on Tuesday 10 August 2021

The information contained in the Youth Council Sub Committee of the meeting held on 10 August 2021 be received and noted with respect to the following recommendations contained therein to be adopted by Council:

**YC1 Future Reports for the Youth Council Sub Committee**

1. The information is received.

**YC2 Youth Programs and Events Update July 2021**

1. The information is received and noted.

**YC3 Youth Council Project Teams Update**

1. The information is received and noted.

**YC4 South Australian Youth Parliament Sponsorship**

1. The information presented in the report, verbal presentations and reports (attached) tabled by Youth Parliament participants at the meeting are received and noted.

### 1.1.2 Recommendations of the Intercultural Strategy and Partnerships Sub Committee meeting held on Monday 9 August 2021

The information contained in the Intercultural Strategy and Partnerships Sub Committee of the meeting held on 9 August 2021 be received and noted with respect to the following recommendations contained therein to be adopted by Council:

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**ISPSC2 Australian Indices Regarding Intercultural Matters**

That Council

1. Receives and notes the information.

**ISPSC3 20 Year Anniversary Acknowledgement of Mobara Japan Sister City Agreement 2022**

That Council:

1. Receives and notes the information.
2. Endorses the postponement of the 2022 Mobara delegation visit to Salisbury, and instead request that staff work with Mobara International Friendship Association Secretariat, Mobara City Hall to identify opportunities to celebrate the 20 Year anniversary in 2022 remotely.
3. Notes that a further report will be prepared for Council endorsement in relation to the Bi-Annual Delegation Visit Schedule and the proposed 20 Year anniversary celebration details.

**1.1.3 Privately Funded Planning and Design Code Amendment Policy**

That Council:

1. Adopts the Privately Funded Planning and Design Code Amendment Policy as contained in Attachment 1 to this report (Policy and Planning Committee 16/08/2021, Item No. 1.1.3).

**1.1.4 Council Sponsorship Policy**

That Council:

1. Adopts the Sponsorship Policy as set out in Attachment 1 to this report (Policy and Planning Committee 16/08/2021, Item No. 1.1.4).

**P&P-OB1 Display of Portrait**

That, on request of an incorporated body or group using a City of Salisbury community facility, a formal portrait of the reigning monarch can be made available and displayed in City of Salisbury community facilities in a location deemed suitable by the appropriate General Manager in consultation with the requesting community group and/or Ward Councillors.

**CARRIED  
1074/2021**

The meeting then proceeded to consider item YC-OB1 which was withdrawn to be considered separately.

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**YC-OB1 Recycle Bin – Salisbury Community Hub and Twelve25 Youth Centre**

*Cr J Woodman entered the meeting at 6.38 pm.*

Moved Cr M Blackmore

Seconded Cr C Buchanan

1. That the Council give in principle support to funding and installing a Recycling Hub within the Salisbury Community Hub and the Twelve25 Youth Centre that consists of a convenient and accessible place to recycle disposable coffee cups, disposable face masks, stationery, and soft plastics.
  - For the information about the Recycling Hub to be accessible (via social media, and for people with disabilities) and distributed in diverse languages, to include culturally and linguistically diverse people.
2. That Council Staff investigate the best way to manage the Recycling Hub, including but not limited to, using the following as means of recycling:
  - NAWMA
  - The Coffee Cup Recycling Bin: Quote is \$850 and the City of Salisbury can design a wrap with the logo and messages as they choose, with the ongoing cost of postage: <https://www.ecoenviroconcepts.com>
  - TerraCycle: Recycles disposable face masks, with the initial cost approximately \$250. TerraCycle also offer stationary collection points: <https://www.terracycle.com/en-AU/>.
3. That Council report on this initiative at its next Youth Council Subcommittee meeting, and provide a re-occurring update each meeting on the action occurring to combat the current climate crisis.

**CARRIED  
1075/2021**

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**5.2 Finance and Corporate Services Committee - Recommendations for Council Ratification**

Moved Cr D Proleta  
Seconded Cr D Hood

That Council adopt the recommendations of the Finance and Corporate Services Committee meeting on 16 August 2021, contained in the report to Council (Item No. 5.2 on the agenda for the Council meeting held on 23 August 2021), and listed below:

**2.0.1 Future Reports for the Finance and Corporate Services Committee**

That Council:

1. Receives and notes the information.

**2.1.1 Treasury Report for the Year Ended 30 June 2021**

That Council:

1. Receives and notes the information.

**CARRIED  
1076/2021**

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### **5.3 Governance and Compliance Committee - Recommendations for Council Ratification**

Moved Cr A Duncan

Seconded Cr J Woodman

That Council adopt the recommendations of the Governance and Compliance Committee meeting on 16 August 2021, contained in the report to Council (Item No. 5.3 on the agenda for the Council meeting held on 23 August 2021), and listed below:

#### **3.0.1 Future Reports for the Governance and Compliance Committee**

That Council:

1. Receives and notes the information.

#### **3.1.1 Building Fire Safety Committee Appointment**

That Council:

1. Adopts the amended City of Salisbury Building Fire Safety Committee Terms of Reference contained in Attachment 1 to this report (Governance and Compliance 16/08/2021, Item No. 3.1.1).
2. Appoints Mr Paul Peters (City of Salisbury staff member) as a member of the City of Salisbury Building Fire Safety Committee for a period to 19 March 2024, being a person who holds the prescribed qualifications in building surveying, to replace Mr Jackson Ryan.

#### **3.1.2 Updated Delegations for Planning, Development and Infrastructure Act**

That Council:

1. Revokes its previous delegations to the Chief Executive Officer of those powers and functions contained in Instrument of Delegation A under the *Planning Development and Infrastructure Act 2016*, adopted by Council on 14 December 2020, in accordance with Section 44(4)(c) of the *Local Government Act 1999*.
2. Delegates to the person occupying or acting in the office of Chief Executive Officer of the Council the powers and functions under the *Planning, Development and Infrastructure Act 2016* and statutory instruments made thereunder contained in the proposed Instrument of Delegation A contained in Attachment 1 to this report (Governance and Compliance Committee, 16/08/2021, Item No. 3.1.2) subject to the conditions and/or limitations, if any, specified herein or in the Schedule of Conditions in the proposed Instrument of Delegation in exercise of the power contained in Section 44 of the *Local Government Act 1999*.

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3. Notes that such powers and functions may be further delegated by the Chief Executive Officer in accordance with Sections 44 and 101 of the *Local Government Act 1999* as the Chief Executive Officer sees fit, unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation.

**3.1.3 Response to Motion Without Notice: Elected Member Attendance at Council Meetings**

That Council:

1. Notes the information

**3.1.4 Review of the Audit Committee Terms of Reference**

That Council:

1. Adopts the amended Audit Committee Terms of Reference as contained in Attachment 1 to this report (Governance and Compliance Committee 16/08/2021, Item No. 3.1.4).

**CARRIED  
1077/2021**

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## **5.4 Urban Services Committee - Recommendations for Council Ratification**

Moved Cr C Buchanan  
Seconded Cr S Reardon

That Council adopt the recommendations of the Urban Services Committee meeting on 16 August 2021, contained in the report to Council (Item No. 5.4 on the agenda for the Council meeting held on 23 August 2021), and listed below with the exception of items:

### **4.0.2 Recommendations of the Tree Management Appeals Sub Committee meeting held on Monday 9 August 2021**

#### **4.2.1 Little Para River and Pitman Park Maintenance Programs**

#### **4.2.5 Kings Road and Waterloo Corner Road Upgrade - Grant Funding Options**

which were withdrawn to be considered separately.

### **4.0.1 Future Reports for the Urban Services Committee**

That Council:

1. Receives and notes the report.

### **4.0.3 Recommendations of the Asset Management Sub Committee meeting held on Monday 9 August 2021**

1. The information contained in the Asset Management Sub Committee Minutes of the meeting held on 09 August 2021 be received and noted and that the following recommendations contained therein be adopted by Council:

#### **AMSC1 Future Reports for the Asset Management Sub Committee**

That Council:

1. Receives and notes the information.

#### **AMSC2 Road Surface Treatments**

That Council:

1. Receives the information.
2. Approves Staff to provide a further report in 6 months reviewing Cape Seal and Microsurface treated streets.

#### **AMSC3 2021/22 Street Tree Renewal Program, Streetscape Renewal Program, Verge Development Program and Verge Maintenance Trial**

That Council:

1. Receives the information.
2. Approves that staff present a draft Resident Verge Incentive Scheme policy to the Asset Management Subcommittee in October 2021.

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**AMSC-OB1 Options and Cost Implications of  
Amendments to the Play Space Policy**

That Council:

1. Approves that the Administration present a report to the Asset Management Sub Committee on options and cost implications for potential amendments to the Play Space Policy to include provisions of play space equipment to cater for 18 month to 4 year old children.

**4.2.2 Fairbanks Reserve Upgrade - Update**

That Council:

1. Endorses the concept plan presented in attachment A
2. Endorses the identified consultation process including an on-site public meeting with Ward Councillors and relevant staff and that a further report be presented to Council with the outcome of the consultation and any changes to the design that arise from the feedback received.
3. Approves a budget review to create a new project for the Fairbanks Upgrade Project and transfers the currently allocated funding for Fairbanks Reserve within the Outdoor Sealed Sporting Court Surfaces Program (PR25881), Additional Playspaces (PR25864) and Reserve Fencing Program (PR25890) into the new project.
4. Notes that the project will be staged over two financial years, with stage 1 to be delivered within 2021/22 using the currently approved budget.
5. Authorises staff to prepare a non-discretionary budget bid for consideration in the 2022/23 budget for stage 2 of the Fairbanks Reserve upgrade.
6. Notes that the Rage cage and Inclusive toilet will be ordered now, before consultation and final design have been completed to ensure the grant deadline of December 2021 for completion of works, can be met.

**4.2.3 Potential Speed Increase along Martins Road**

That Council:

1. Approves the development of a Traffic Impact Statement, with respect to an increase in speed from 50 km/h to 60 km/h for Martins Road between Kings and Port Wakefield Roads, with a view to receiving approval from DIT, that will inform a 2022/23 Budget Bid as part of the future Major Traffic Program.
2. Instruct staff to provide an update report for the Urban Services Committee by December 2021.



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#### **4.2.4 Springbank Waters and Wetlands, Burton - Shared Use Path**

##### That Council:

1. Receives and notes the report.
2. Notes that as part of the Bituminous Footpaths and Shared-Use Paths- Reseal / Upgrade Program for 2021/22, \$150,000 has been allocated to complete the sealing of the Springbank Waters shared use path around the wetlands.
3. Approves that staff bring back a report with a proposed policy on shared pathway lighting for consideration by Policy and Planning Committee by no later than December 2021.

#### **4.2.6 Capital Works Report - July 2021**

##### That Council:

1. Receives and notes the information.

**CARRIED  
1078/2021**

The meeting then proceeded to consider items 4.0.2, 4.2.1 and 4.2.5 which were withdrawn to be considered separately.

#### **4.0.2 Recommendations of the Tree Management Appeals Sub Committee meeting held on Monday 9 August 2021**

Moved Cr C Buchanan  
Seconded Cr A Duncan

1. The information contained in the Tree Management Appeals Sub Committee Minutes of the meeting held on 09 August 2021 be received and noted and that the following recommendations contained therein be adopted by Council:

**CARRIED  
1079/2021**

#### **TMASC2 Tree Removal Requests - Monthly Update**

Moved Cr C Buchanan  
Seconded Cr A Duncan

##### That Council:

1. Receives and notes the information.

**CARRIED  
1080/2021**

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## **TMASC-OB1 Tree Replacement Report Request**

Moved Cr C Buchanan  
Seconded Cr A Duncan

That Council:

That staff bring back a further report to Tree Management Appeals Sub Committee or relevant committee outlining the implications of a policy change that would see 10 trees being planted in appropriate areas for every significant or regulated Council tree approved for removal as a result of a community request.

**CARRIED  
1081/2021**

### **4.2.1 Little Para River and Pitman Park Maintenance Programs**

Moved Cr C Buchanan  
Seconded Cr D Hood

That Council:

1. Receives the information.
2. Approves that Staff bring back a further information report outlining the Budget resources allocated to part (a) and (b) of the original motion passed on 24 May Council meeting.
3. Approves that Staff bring back a further report, no later than October 2021, to increase the frequency and improve the methodology to audit the Little Para trail and removal of dumped rubbish; and that staff provide a proposed schedule to be endorsed by Council to ensure detailed inspections of hot spots along the entire length of the Little Para and other waterways within the City of Salisbury in line with proposal in para 3.1.1.

***Further Information Item***

#### **4.2.1FI: Little Para River and Pitman Park Maintenance Program**

That Council:

1. Receives the further information report.

**CARRIED  
1082/2021**

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#### **4.2.5 Kings Road and Waterloo Corner Road Upgrade - Grant Funding Options**

Moved Cr C Buchanan

Seconded Cr S Ouk

That Council:

1. Receives the information.
2. Notes that a further report will be submitted to Council following the meeting between Council staff and the Department of Infrastructure and Transport, related to a suite of transport planning studies related to northern and western suburbs of Adelaide and the creation of a future economic infrastructure fund that Council will contribute to.

**CARRIED  
1083/2021**

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## **5.5 Community Wellbeing and Sport Committee - Recommendations for Council Ratification**

Moved Cr C Buchanan

Seconded Cr B Brug

That Council adopt the recommendations of the Community Wellbeing and Sport Committee meeting on 17 August 2021, contained in the report to Council (Item No. 5.5 on the agenda for the Council meeting held on 23 July 2021), and listed below with the exception of item:

### **5.1.7 Community Event Sponsorship Christmas Carol Grant Application**

which was withdrawn to be considered separately.

### **5.0.1 Future Reports for the Community Wellbeing and Sport Committee**

That Council:

1. Receives and notes the information.

### **5.1.1 Community Grants Program Applications for August 2021**

That Council:

1. Receives and notes the information.

### **5.1.2 08/2021: Hispanic Womens Association of South Australia Inc. - Community Grants Program Application**

That Council:

1. Receives and notes the information that the 08/2021: the Hispanic Womens Association of South Australia Inc is deemed ineligible for Community Grants Program funding in accordance with section 11.2 of the Guidelines and Eligibility Criteria.

### **5.1.6 Community Grants Program - Guidelines and Eligibility Criteria**

That Council:

1. Adopts the changes to para 2.5 of the Community Grants Program Guidelines and Eligibility Criteria document as contained in Attachment 1 to this report (Community Wellbeing and Sport Committee 17/08/2021, Item 5.1.6).

### **5.1.8 Baltimore Reserve, Parafield Gardens - Informal Recreation**

That Council:

1. Receives and notes the community feedback.
2. Does not approve the installation of an informal cricket pitch on Baltimore Reserve.

- 
3. Approves staff to report back on costs of a modification to the existing court to incorporate a space for a 'cricket training net', as part of the 2022/2023 budget process.
  4. Approves staff to consider funding the installation of off street car parking within the reserve as part of the 2022/2023 budget process.

**5.2.1 Youth Sponsorship Applications - July 2021**

That Council:

1. Receives and notes the information.

**5.2.2 Closure of the South Australian Home and Community Care (SA HACC) program**

That Council:

1. Receives and notes this Closure of the South Australian Home and Community Care (SA HACC) report.

**CARRIED  
1084/2021**

The meeting then proceeded to consider item 5.1.7 which was withdrawn to be considered separately.

***Further Information Item***

**5.1.7FI Community Event Sponsorship Christmas Carol Grant Application**

*Cr B Brug declared an actual conflict of interest on the basis of being a Board Member of the Lions Club of Salisbury. Cr B Brug left the meeting at 6:48 pm.*

Moved Cr C Buchanan

Seconded Cr S Ouk

That Council:

1. Council not allocate funding for 2021 Christmas Carols event due to the uncertainty of SA Health Covid Management Plan approvals and requirements for large events.
2. That Council carry forward \$30,000 into the 2022/23 budget and communicate and partner with Salisbury Lions to be a partner for 2022 Salisbury Christmas Carols.

**CARRIED  
1085/2021**

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**5.6 Innovation and Business Development Committee -  
Recommendations for Council Ratification**

Moved Cr K Grenfell  
Seconded Cr L Braun

That Council adopt the recommendations of the Innovation and Business Development Committee meeting on 17 August 2021, contained in the report to Council (Item No. 5.6 on the agenda for the Council meeting held on 23 August 2021), and listed below:

**6.0.1 Future Reports for the Innovation and Business Development Committee**

That Council:

1. Receives and notes the report.

**6.2.1 Community Requests – Response Dashboard**

That Council:

1. Receives and notes the information.

**6.2.2 Exceptional Community Experience Project Update**

That Council:

1. Receives the information.
2. Notes that a further report with final findings will be presented to the Business and Innovation Development Committee by October 2021.

**CARRIED  
1086/2021**

*Cr B Brug returned to the meeting at 6:53 pm.*

**5.7 Audit Committee of Council**

*No Audit Committee meeting was held in August 2021.*

**5.8 Council Assessment Panel Meeting**

Minutes of the Council Assessment Panel Meeting held on 27 July 2021 were considered by Council.

**5.9 CEO Review Committee**

*No CEO Review Committee meeting was held in August 2021.*

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**ITEM 6: GENERAL BUSINESS**

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**6.1 Feedback Sought - Commencement of the Behavioural Standards Framework and the Casual Vacancy Elections Countback Method**

Moved Cr C Buchanan

Seconded Cr G Reynolds

That Council:

1. Approves feedback to the Local Government Association that:
  - a. The preferred Commencement of the Behaviour Management Framework is *November 2022*;
  - b. The preferred Casual Vacancy Elections Countback Method is the *Preferred Candidate* Method.
2. Approves that Administration write to the Local Government Association, with a request to consider allocating more time in context of councils' meeting cycles when sector feedback is sought on issues for consultation.

**CARRIED  
1087/2021**

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**ITEM 7: MOTIONS ON NOTICE**

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**7.1 Motion on Notice: Pedestrian Crossing - Martins Road, Parafield Gardens**

*Cr S Ouk left the meeting at 7:02 pm.*

Moved Cr C Buchanan

Seconded Cr K Grenfell

That Council:

1. Notes the increased number of students attending the schools on Shepherdson Road, Parafield Gardens.
2. Notes the safety concerns experienced by students and other pedestrians crossing Martins Road, Parafield Gardens.
3. Approves the Administration investigate options for the installation of a pedestrian crossing in close proximity to the Shopping Centre on Martins Road at Parafield Gardens, and prepare a report for the Urban Services Committee no later than December 2021 for consideration as part of the 2022/23 budget process.

**CARRIED  
1088/2021**

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## 7.2 Motion on Notice: Solidarity with People of Afghanistan

*Cr P Jensen entered the meeting at 7.05 pm.*

*Cr S Ouk returned to the meeting at 7:06 pm.*

Moved Cr C Buchanan

Seconded Cr A Duncan

That Council:

1. Stands in solidarity with the people of Afghanistan during this difficult time and acknowledges the sacrifices many Afghans made over the last 20 years working with Australian and NATO partners to help free Afghanistan from the Taliban.
2. Supports and commits to work with the local Hazara and Afghan community in the City of Salisbury and provides support where appropriate.
3. Calls on the Australian Government to implement the following actions immediately:
  - a. return to Australia all Afghan residents, including their family, who have worked with or assisted Australian Defence or consular personnel in Afghanistan;
  - b. immediately announce humanitarian refugee visas for ethnic minorities, such as the Hazara community, and civilians at risk who have worked with and assisted the West;
  - c. immediately provide Australian protection visas for the thousands of Afghans living in Australia;
  - d. prioritise and increase the number of Australian family reunion visas for Australians who have family members in Afghanistan.

**CARRIED  
1089/2021**



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**7.3 Motion on Notice: Protocol for Communication and Coordination of Council Managed, or Council Partnered Events and Activities**

*Cr D Hood left the meeting at 7:26 pm.*

*Cr D Hood returned to the meeting at 7:28 pm.*

Moved Cr C Buchanan

Seconded Cr J Woodman

That Council:

1. Requests the CEO to introduce a protocol and direction for the coordination and promotion of all Council managed or supported events or activities across the organisation, including Libraries and Community Centres, Twelve25, and other Council departments, through a central point of contact eg via Executive and Governance Team and coordinated by Events and Marketing team;
2. Notes that outcomes of part 1 could be promoted to Elected Members via the weekly Elected Members Report and that Elected Members are provided sufficient notice and opportunity to participate or attend all civic functions of Council.

**CARRIED  
1090/2021**

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**ITEM 8: MAYOR'S DIARY**

**8.1 Mayor's Diary**

Moved Cr K Grenfell

Seconded Cr D Hood

That Council:

1. That this information be noted.

**CARRIED  
1091/2021**

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**ITEM 9: REPORTS FROM COUNCIL REPRESENTATIVES**

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**Cr P Jensen:**

Parafield Airport Consultative Committee – Quarantine facility plans discussed

**Cr S Reardon:**

18 August – Salisbury and District Historical Society 40<sup>th</sup> Anniversary

The Paddocks – 40<sup>th</sup> anniversary celebrations put on hold

18 August – attended Vietnam Veterans Ceremony

**Cr K Grenfell:**

2 August Attendance of the Year 12 production at Parafield Gardens High School

4 August Parafield Gardens High School Governing Council

18 August Vietnam Veterans Day

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**ITEM 10: QUESTIONS WITHOUT NOTICE**

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*There were no Questions Without Notice.*

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**ITEM 11: QUESTIONS ON NOTICE**

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*There were no Questions on Notice.*

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**ITEM 12: OTHER BUSINESS / MOTIONS WITHOUT NOTICE**

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**12.1 Kiss and Drop Zone, Coreena Avenue, Paralowie**

Moved Cr C Buchanan

Seconded Cr D Proleta

That

1. Staff bring back a report to Urban Services Committee regarding gazetting the kiss and drop zone at Coreena Avenue at Paralowie for it to be turned into a public road.

**CARRIED  
1092/2021**

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## ITEM 13: CONFIDENTIAL ITEMS

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### 13.1 Request for Extension of Confidential Orders

Moved Cr L Braun

Seconded Cr S Ouk

1. Pursuant to Section 90(2) and (3)(a) and (b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:

- it relates to information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead); and
- information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
- information the disclosure of which would, on balance, be contrary to the public interest.

2. In weighing up the factors related to disclosure,

- disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations
- Non disclosure of this matter at this time will protect information of a sensitive commercial nature and information relating to the personal affairs of individuals

*On that basis the public's interest is best served by not disclosing the **Request for Extension of Confidential Orders** item and discussion at this point in time.*

3. Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.

**CARRIED**  
**1093/2021**

The meeting moved into confidence at 7.38 pm.

The meeting moved out of confidence and closed at 7.39 pm.

CHAIRMAN.....

DATE.....