



AGENDA

FOR INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE MEETING TO BE HELD ON

21 SEPTEMBER 2021 AT 6:30 PM

**IN THE LITTLE PARA CONFERENCE ROOMS, SALISBURY COMMUNITY HUB,
34 CHURCH STREET, SALISBURY**

MEMBERS

Cr K Grenfell (Chair)
Mayor G Aldridge (ex officio)
Cr M Blackmore
Cr B Brug (Deputy Chair)
Deputy Mayor, Cr C Buchanan
Cr P Jensen
Cr G Reynolds
Cr J Woodman

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
General Manager Business Excellence, Mr C Mansueto
Manager Governance, Mr R Deco
Team Leader Corporate Governance, Mr B Kahland
Governance Support Officer, Ms K Boyd

APOLOGIES

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Innovation and Business Development Committee Meeting held on 17 August 2021.

REPORTS

Administration

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For Decision

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OTHER BUSINESS

CONFIDENTIAL ITEMS

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



**MINUTES OF INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE
MEETING HELD IN THE LITTLE PARA CONFERENCE ROOMS, SALISBURY
COMMUNITY HUB, 34 CHURCH STREET, SALISBURY ON**

17 AUGUST 2021

MEMBERS PRESENT

Cr K Grenfell (Chair)
Cr M Blackmore
Cr B Brug (Deputy Chair)
Deputy Mayor, Cr C Buchanan
Cr P Jensen
Cr G Reynolds
Cr J Woodman (*from 6.32 pm*)

OBSERVERS

Cr A Duncan

STAFF

Chief Executive Officer, Mr J Harry
General Manager Business Excellence, Mr C Mansueto
Manager Governance, Mr R Deco
Governance Support Officer, Ms K Boyd

The meeting commenced at 6.30 pm.

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

APOLOGIES

An apology was received from Mayor G Aldridge.

LEAVE OF ABSENCE

Nil

PRESENTATION OF MINUTES

Moved Cr P Jensen
Seconded Cr B Brug

The Minutes of the Innovation and Business Development Committee Meeting held on 20 July 2021, be taken as read and confirmed.

CARRIED

Moved Cr P Jensen
Seconded Cr B Brug

The Minutes of the Confidential Innovation and Business Development Committee Meeting held on 20 July 2021, be taken as read and confirmed.

CARRIED

REPORTS

Administration

6.0.1 Future Reports for the Innovation and Business Development Committee

Moved Cr B Brug
Seconded Cr P Jensen

That Council:

1. Receives and notes the report.

CARRIED

For Information

6.2.1 Community Requests - Response Dashboard

Cr J Woodman entered the meeting at 6.32 pm.

Moved Cr P Jensen
Seconded Cr B Brug

That Council:

1. Receives and notes the information.

CARRIED

6.2.2 Exceptional Community Experience Project Update

Moved Cr C Buchanan

Seconded Cr P Jensen

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

OTHER BUSINESS

Nil

The meeting closed at 6.43 pm.

CHAIR.....

DATE.....

ITEM	6.0.1
	INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE
DATE	21 September 2021
HEADING	Future Reports for the Innovation and Business Development Committee
AUTHOR	Michelle Woods, Projects Officer Governance, CEO and Governance
CITY PLAN LINKS	4.2 We deliver quality outcomes that meet the needs of our community
SUMMARY	This item details reports to be presented to the Innovation and Business Development Committee as a result of a previous Council resolution.

RECOMMENDATIONThat Council:

1. Notes the report.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 A list of resolutions requiring a future report to Council is presented to each committee for noting.
- 1.2 If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

2. CONSULTATION / COMMUNICATION

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

3. REPORT

- 3.1 The table below outlines the reports to be presented to the Innovation and Business Development Committee as a result of a Council resolution.

Meeting Item	- Heading and Resolution	Officer
23/08/2021 6.2.2	Exceptional Community Experience Project Update 2. Notes that a further report with final findings will be presented to the Business and Innovation Development Committee by October 2021.	Hannah Walters
Due:	October 2021	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Innovation and Business Development Committee have been reviewed and are presented to Council for noting.

CO-ORDINATION

Officer: Executive Group GMCD
Date: 13/09/2021 06/09/2021

ITEM	6.1.1
	INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE
DATE	21 September 2021
HEADING	Community Hubs Management Model and Community Centre's Collaboration Agreement Review
AUTHOR	Jo Cooper, Manager Community Capacity & Learning, Community Development
CITY PLAN LINKS	4.4 We plan effectively to address community needs and identify new opportunities
SUMMARY	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 16/03/2021, 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 16/03/2021, 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 16/03/2021, 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

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.

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

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:

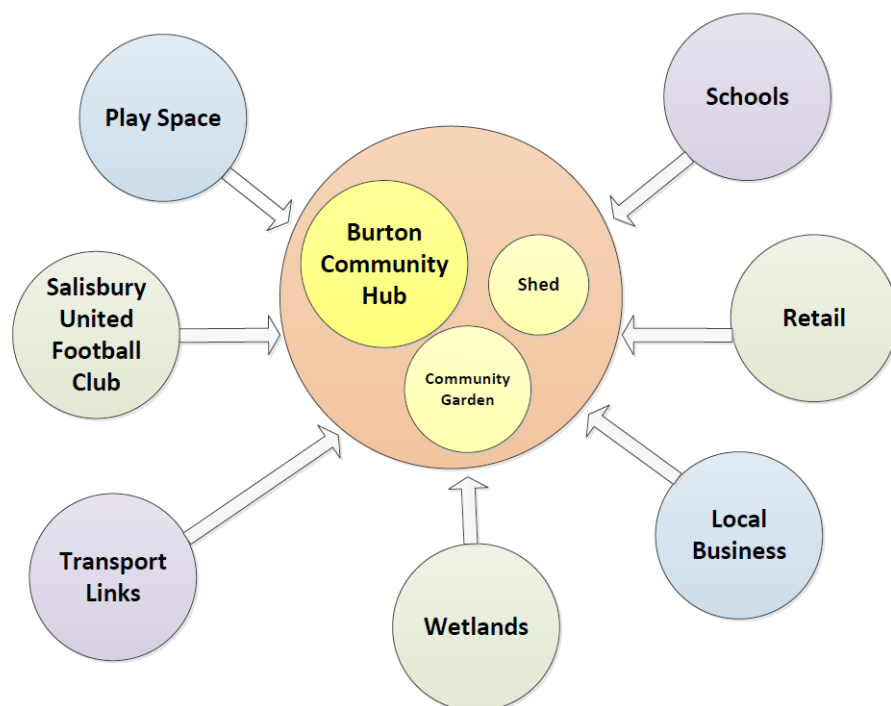
- Service coordination and delivery;
- Place making;
- Community building; and
- Financial sustainability.

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.

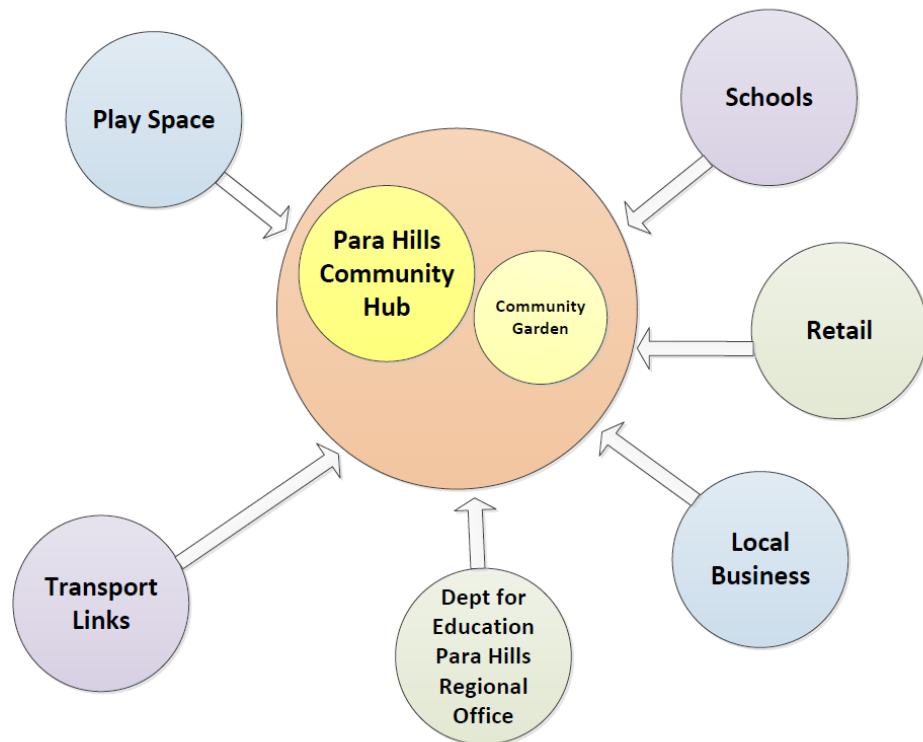
3.4 Community Hub Precinct Model Examples

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



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*
- 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:
 - 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.

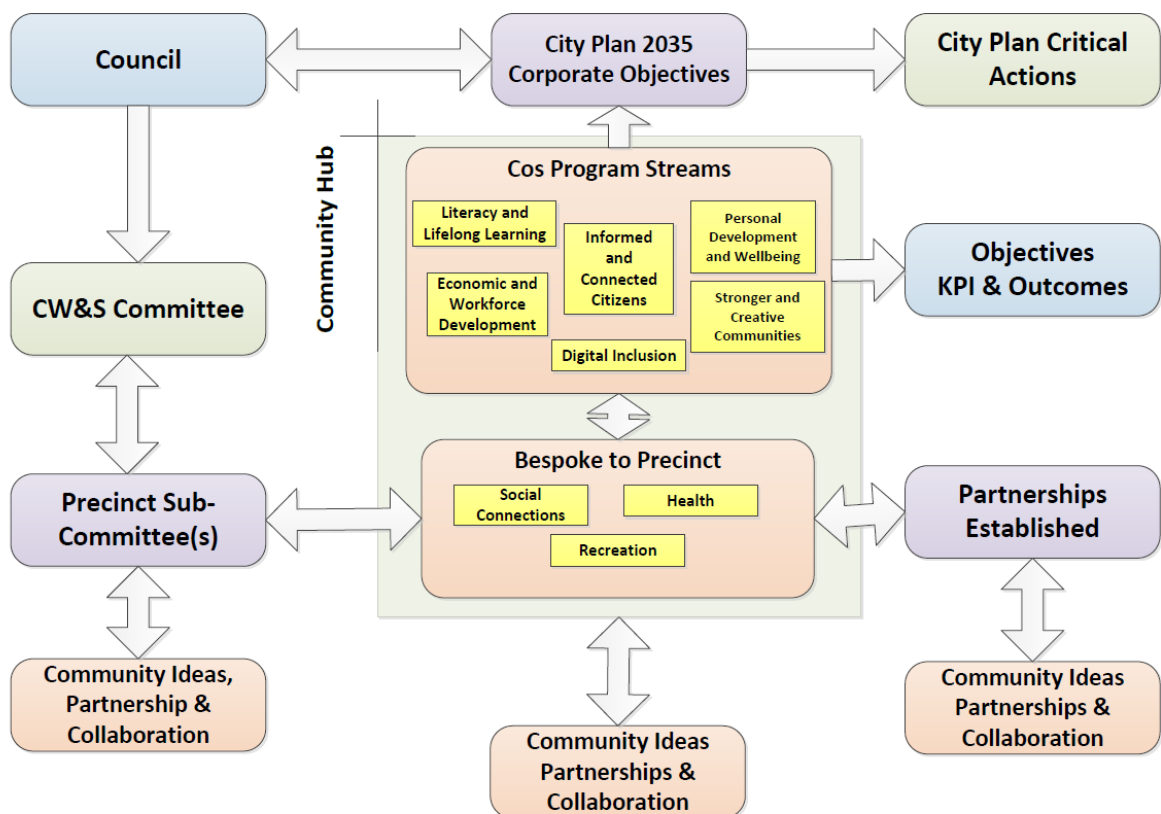
6. GOVERNANCE MODEL CONSIDERATIONS

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:
 - 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:



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 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 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 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.

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ANNEXURE A PERFORMANCE MANAGEMENT FRAMEWORK
 ANNEXURE B MAINTENANCE SCHEDULE

DATE

PARTIES

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

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

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

Plan means the plan to this Agreement.

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

In this agreement, unless the context otherwise requires:

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

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

2. GRANT OF LICENCE AND PERFORMANCE OF SERVICES

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

3. THE SERVICES

3.1 General

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

3.2 How the Services are to be set

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

3.3 Changes to the Services

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

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

4. STANDARD AND SCOPE OF SERVICES

4.1 General

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

4.2 Legal compliance - Authorisations

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

4.3 Legal compliance – Laws, policies and contracts

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

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

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

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

4.4 Reporting of Incidents

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

4.5 Use of Council Equipment

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

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

4.6 Association's Equipment

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

4.7 Keep Council Informed

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

5. EMERGENCIES

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

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

for the duration of the emergency.

6. PERSONNEL

6.1 Association's Personnel

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

6.2 Council's Personnel

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

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

6.3 Volunteers

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

7. ASSOCIATION'S SPECIFIC WORK HEALTH AND SAFETY OBLIGATIONS

7.1 Association's Requirement to Inform Itself

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

7.2 Legislative Compliance

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

7.3 Non-Compliance

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

8. DAMAGE OR DESTRUCTION

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

9. INSURANCE

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

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

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

9.3 All insurance policies must bear endorsements from the insurer:

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

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

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

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

10. INDEMNITY AND EXCLUSION OF LIABILITY

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

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

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

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

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

11. NON PERFORMANCE BY EITHER PARTY TO THIS AGREEMENT

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

- 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

be given conditionally or unconditionally or withheld in the Council's absolute discretion).

22. SUB-LETTING

- 22.1 The Association may sub-licence or otherwise part with possession of the Site or any part of it during the Term provided that the sub-leasee's business is aligned with the objectives of the Association business and Council's objective for the Centre, and that prior to doing so it consults with the Council's Representative.
- 22.2 The Association acknowledges that its licence to use the Site pursuant to this agreement is non-exclusive and the Council may grant rights to third parties' to use parts of the Site during the Term provided that the Council takes reasonable steps to minimise interference with the Association's use of the Site and its performance of the Services.

23. RECORDS AND FINANCIAL STATEMENTS

- 23.1 The Association must keep accurate and up to date records relating to its operation and management of the Centre, including:
- 23.1.1 copies of all written feedback received from users of the Centre and written records of relevant verbal feedback received from users of the Centre; and
 - 23.1.2 financial records.
- 23.2 The Association must supply to the Council:
- 23.2.1 on or before the thirtieth day of January each year, a report on the operation of the Centre during the preceding six months ending 31 December; and
 - 23.2.2 on or before the thirtieth day of July each year, a report on the operation of the Centre during the preceding six months ending 30 June;
 - 23.2.3 Any other reports or data as and when requested including information required to facilitate reporting to external funding bodies; Reports will be provided in the form and format requested by the Council.

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

24. APPLICATIONS FOR FUNDING

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

25. COSTS

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

26. MISCELLANEOUS

26.1 Business Days

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

26.2 Alteration

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

26.3 Approvals and consents

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

26.4 Entire agreement**26.4.1 This agreement:**

- 26.4.1.1 constitutes the entire agreement between the parties about its subject matter;
- 26.4.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

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

- 26.5.1.1 must be in writing signed by the party giving the waiver;
- 26.5.1.2 is effective only to the extent set out in the written waiver.

26.6 Exercise of power

- 26.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.
- 26.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

26.7 Survival

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

26.8 Further action

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

26.9 Governing law

- 26.9.1 This agreement is governed by the law in South Australia.
- 26.9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

26.10 Ombudsman

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

27. GOODS AND SERVICES TAX

27.1 Consideration does not include GST

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

27.2 Gross up of consideration

- 27.2.1 Where a supply by one party (**Supplier**) to another party (**Recipient**) under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive'):
- 27.2.2 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
- 27.2.3 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

27.3 Reimbursements

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

27.4 Tax invoices

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

27.5 Adjustments

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

28. NOTICES

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

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

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

28.2 A Notice is deemed to be received:

28.2.1 if hand delivered, on delivery;

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

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

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

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

Schedule

Item 1 Council

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

Item 7

Commencement Date

Item 8

Expiry Date

Item 9

Confidential sections

Any customer related information unless disclosure is required by Law.

EXECUTED as an agreement

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

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

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

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

.....
Seal Holder _____ (name)

.....
Seal Holder _____ (name)

Annexure A Performance Management Framework**1. Overview**

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

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

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

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

3. Council will:

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

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

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

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

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

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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

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 administrative 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	19 on Green	Council owned,	Council	Council	Commercial and

LGA	Locations	Structure	Model	Funding	
Sturt	Bower Cottages Cheltenham Findon Henley & Grange Seaton North West Lakes Arch Paterson Community Centre (Seniors Centre) The Brocas (Youth Centre) Total = 9	operated and staffed	Managed	funded	community spaces for hire managed by Council (hall for hire model)

City of Salisbury Collaboration Agreement Review

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.

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.



Burton Community Hub Precinct Sub Committee - Terms of Reference -

Adopted by Council: XX September 2021

Review Date: XXXXX 2023

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 2021 Review 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.



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

Adopted by Council: XX September 2021

Review Date: XXXXX 2023

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 2021

Review 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

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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.

7. Meeting Procedures, Minutes and Documents

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Para Hills 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.
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- 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.
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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.

ITEM	6.2.1 INNOVATION AND BUSINESS DEVELOPMENT COMMITTEE
DATE	21 September 2021
HEADING	Community Requests - Response Dashboard
AUTHOR	Hannah Walters, Project Manager Community Experience, Community & Org. Development
CITY PLAN LINKS	4.1 Members of our community receive an exceptional experience when interacting with Council
SUMMARY	As per Council resolution a monthly report on the Community Requests - Response Dashboard is provided for information.

RECOMMENDATIONThat Council:

1. Notes the report.

ATTACHMENTS

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

1. 10 Day Service Standard - Dashboard

1. BACKGROUND

- 1.1 At the council meeting held on 26/08/2019 item IBDSC-OB2 was considered and the following resolved:

'That, in order to regularly monitor customer service performance, an update report on the "customer review dashboard" be a standing item on the agenda for the Innovation and Business Development Sub Committee, and be provided at each meeting.'

Resolution No 0250/2019

- 1.2 Further, at the November 2019 meeting, the committee also requested that the information be provided by department.

2. CONSULTATION / COMMUNICATION

- 2.1 General Manager, City Infrastructure
- 2.2 External
 - 2.2.1 Nil

3. REPORT

Organisation

- 3.1 The Community Request - Response Dashboards for the rolling 12-month period 1 September 2020 to 31 August 2021 are attached for reference.
- 3.2 Only service requests received through the Community Experience Centre are included in this report. No anonymous requests are included in this report.
- 3.3 Of the 22,970 requests received in the past rolling 12-month period ending 31 August 2021:
 - 3.3.1 71.2% of requests were closed within 10 days.
 - 3.3.2 92.0% were either closed or a response provided within 10 days.
- 3.4 The target response listed in the City Plan Corporate Dashboard - Innovation and Business Development is to respond to 94.4% of requests within 10 working days. (This is reported as closed or responded to within 10 days).
- 3.5 The definition of “Closed” is when the Customer Request Management (CRM) request has been actioned and completed within 10 business days.
- 3.6 The definition of “Responded” is when the CRM has been logged and we contact the customer within 10 days to inform them when the required action will be undertaken.
- 3.7 The definition of “Non-Compliance” is when a CRM request has been logged and open for more than 10 days and no contact has been made with the customer.

12 Month Rolling Report Ending 31 August 2021 - CRM Data

3.8 CRM Data

Department	Requests Received	% Responded < 10 Days	% Closed < 10 Days	% Not Met 10 Day Response	% Closed/ Responded
Business Excellence	1,212	0%	99.9%	0.1%	99.9%
City Development	5,523	15.4%	79.4%	5.2%	94.8%
Community Development	59	3.4%	86.4%	10.2%	89.8%
City Infrastructure	16,062	24.4%	66.0%	9.6%	90.4%
Epathway	7	0%	100%	0%	100%
Information Requests	107	0.0%	100%	0.0%	100%
Total	22,970	20.8%	71.2%	78.0%	92.0%
		92.0%		8.0%	

- 3.9 The table below shows data for the rolling 12-month period relating to requests closed or responded to within 10 business days.

The City Plan Corporate Dashboard target is 94.4%.

Rolling 12 Months Ending	% Closed or Responded within 10 Days
Sep-20	97.8
Oct-20	94.1
Nov-20	94.0
Dec-20	93.9
Jan-21	93.7
Feb-21	93.6
Mar-21	93.5
Apr -21	94.4
May-21	93.0
Jun-21	93.0
Jul-21	92.4
Aug-21	92.0

- 3.10 The requests captured as Epathway are requests previously received online before Council commenced CityWatch (new E-Services application). No new Epathway requests will be received going forward and requests received via CityWatch are captured in the relevant Department stats.

Definitions:

- Epathway: Old online pathway module used to log service requests via the website
- Citywatch: Replaced Epathway with more use friendly functionality for community members to log service requests online via the Council website.
- E-Services Allows for service provision through the internet. The community to log requests online.

- 3.11 Information requests are defined as a community member contacting Council to provide some information, but this information does not generate any action.

10 Days Prior to End of Month Data

- 3.12 In the 10 days prior to, and including 31 August 2021, of the requests that had not been closed within the 10 days, 74.3% had been responded to within the 10-day period, compared to last month which was 69.5%.

Current Month Performance

- 3.13 The table below shows the results for CRM requests logged in August 2021 where the community members supplied their contact details.

- 3.14 For CRM requests received in August 2021 we achieved a compliance rate of 94.8% where the CRM Request was either closed or responded within 10 business days.

Department	Requests Received	% Responded < 10 Days	% Closed < 10 Days	% Not Met 10 Day Response	% Closed/ Responded
Business Excellence	169	0.0%	100%	0.0%	100.0%
City Development	477	5.0%	91.2%	3.8%	96.2%
Community & Org Development	1	0.0%	100.0%	0.0%	100.0%
City Infrastructure	1,167	11.6%	81.8%	6.6%	93.4%
Epathway	1	0.0%	100%	0.0%	100.0%
Information Requests	7	0.0%	100%	0.0%	100.0%
Total	1,822	8.7%	86.1%	5.2%	94.8%
		94.8%		5.2%	

Further Analysis and Changes to Dashboard

- 3.15 After viewing the “Snap Send Solve” dashboard, some additional data has been added. The dashboard now includes 12 months rolling data for,

- The method the customer used to contact Council
- A breakdown of customer type who logged the CRM request
- The top 15 service request types

- 3.16 A total of 1,913 CRM requests were logged in August 2021.

- 3.17 The top 15 CRM requests types for August 2021 are:

- Change of Address 167
- General Parking Complaints 138
- Dumped Rubbish 119
- Fast Response – Field Services 109
- Tree Pruning 85
- Issue Keys / Swipe Cards 70
- Dog Wandering 62
- Fallen Tree / Branch 61
- Verge Mowing 53
- Footpaths 46
- Tree Removal 46
- Pot Holes 45
- General Litter 36
- General Building Maintenance 35

- General Abandoned Vehicle 32

3.18 The top 10 suburbs where CRM requests were logged are as follows for August 2021:

- Salisbury 229
- Paralowie 199
- Parafield Gardens 180
- Mawson Lakes 176
- Salisbury North 134
- Para Hills 106
- Ingle Farm 100
- Pooraka 89
- Salisbury East 83
- Salisbury Downs 81

4. CITY INFRASTRUCTURE – INTERNAL ANALYSIS

4.1 City Infrastructure Staff have done an audit of the outstanding CRM's and provide the following information on their findings:

4.1.1 Parks and Open Space – 6.9%

An Audit showed a total of 29 requests in this category over a 12 month period compared to a corporate total of approximately 30,000. While the rolling 12 month report will continue to show old requests that did not meet the 10 day response timeframe, staff have addressed many of the outstanding items. Future reporting will show greater compliance as earlier months figures (which hadn't met the performance targets) fall off the rolling 12 month reporting period. The Audit of this category shows that for the month of August 2021 there was 100% compliance with the 10 day response requirement.

4.1.2 Technical Services – 41.6%

An Audit showed that the majority of outstanding actions for Technical Services are a result of staff not completing the request status change in the Customer Request Management system. A significant proportion of these requests, which includes Elected Members Requests and Civil Compliance Matters are being responded to directly through the records management system and email within the 10 days, however were not being closed out in the Customer Request Management system which is the data used for this reporting. The Audit of this category shows that for the month of August 2021 there was a 62.5% compliance with the 10 day response requirement. We are continuing to monitor and make the necessary improvements to deliver our service targets.

4.1.3 Tree Maintenance – 83.3%

The audit of data revealed that for many of the requests related to not meeting the customer service targets, residents were contacted within the required 10 days, however the closing off of the request in the information system did not occur as there were still works to be scheduled or completed. We are continuing to address this issue through refining the reporting mechanisms and dashboards and are investigating ways to separate the 10 day response requirement and open action requests.

- 4.2 Overall, the volume of requests received over the last 12 months, and particularly over the COVID period, have been extremely high.
- 4.3 In the short term City Infrastructure staff are working to close out the long term outstanding items and an Administrative Trainee will be commencing the week of 13 September to assist with the closing out of the CC1 process in the system.
- 4.4 The long term strategies being developed to ensure the 10-day CC1 service standards are met include:
- Regular Administrative support to technical staff
 - Clearly outline processes to ensure actions are closed off within the three systems (Dataworks, Pathway and Confirm) and that the close out clearly shows the three system references).
 - Regular monitoring of outstanding tasks via the Confirm Dashboards and other reporting mechanisms.
 - Ensuring better training for new City Infrastructure Staff on systems and process requirements.

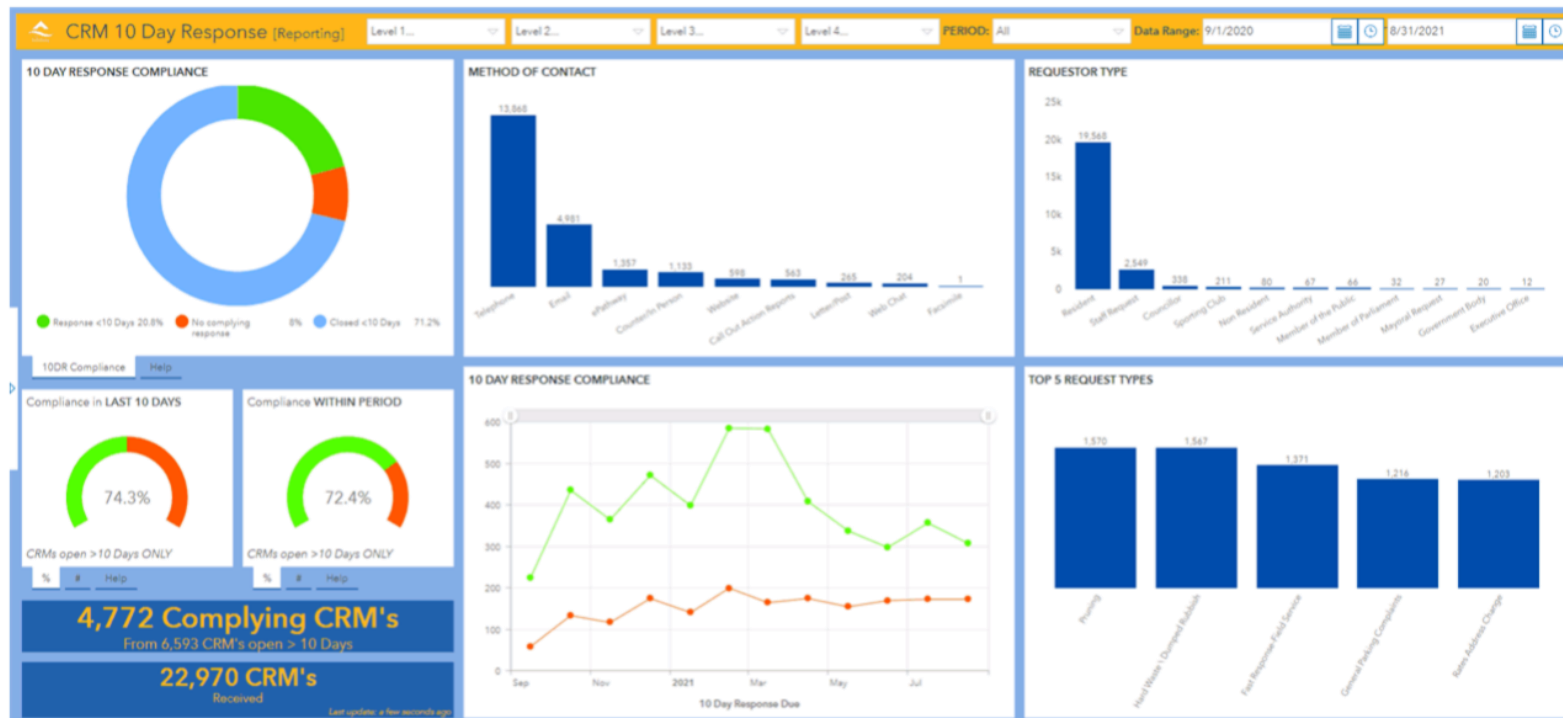
5. CONCLUSION / PROPOSAL

- 5.1 It is noted that the Project Manager Community Experience will continue to work with individual business units to identify where CRM is not meeting the target.
- 5.2 It is also noted that there is a project underway to identify technology solutions to better analyse and report requests. We are aiming to have the new dashboard implemented next month.

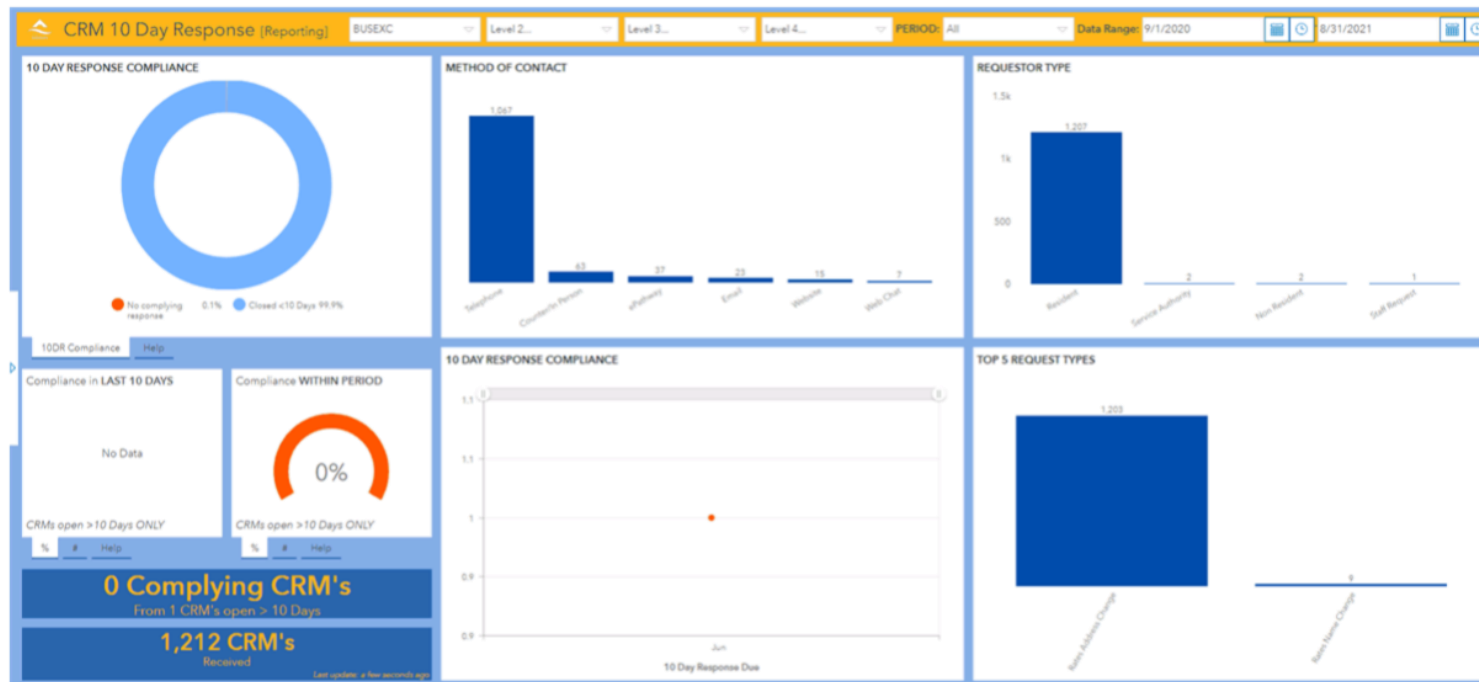
CO-ORDINATION

Officer: GMCD
Date: 16/09/2021

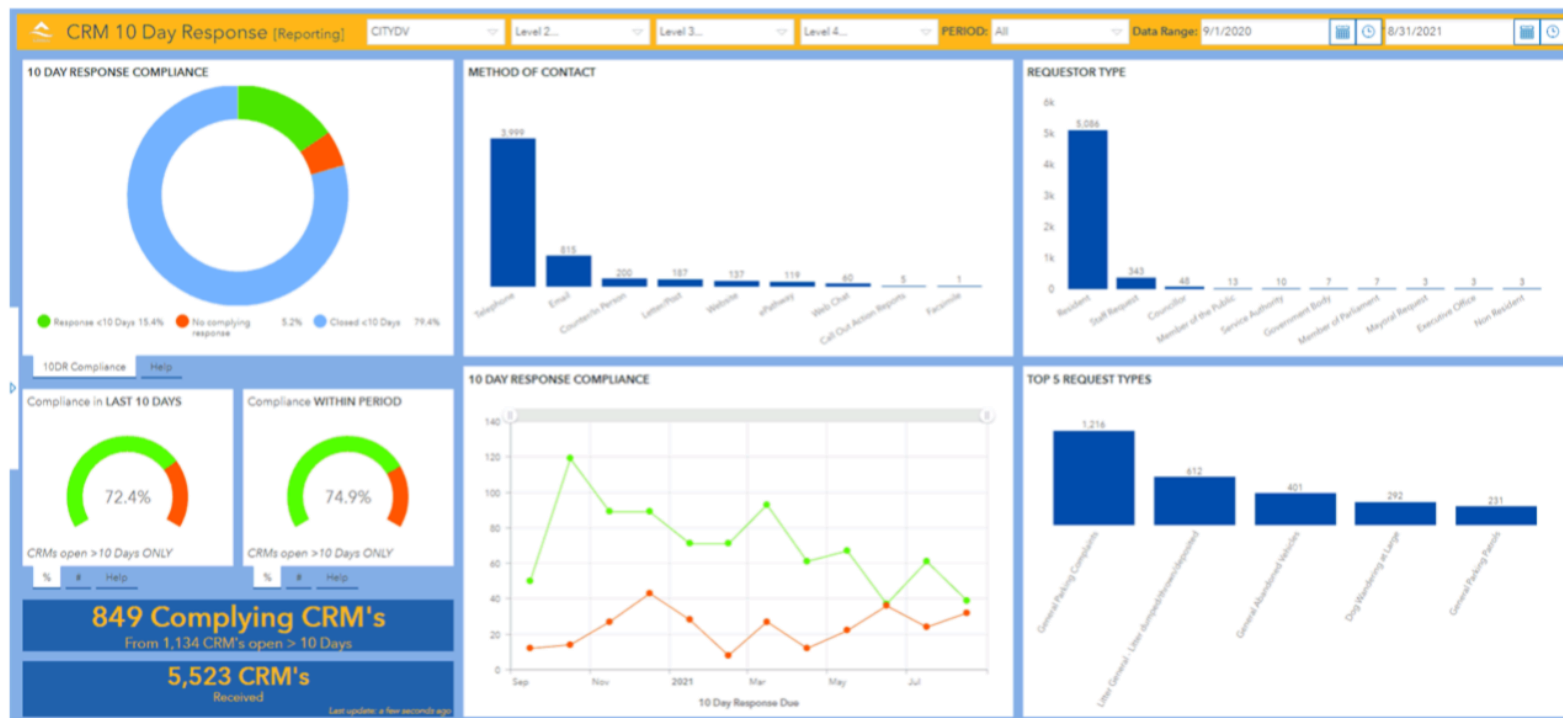
10 Day Service Standard –1 September 2020 to 31 August 2021



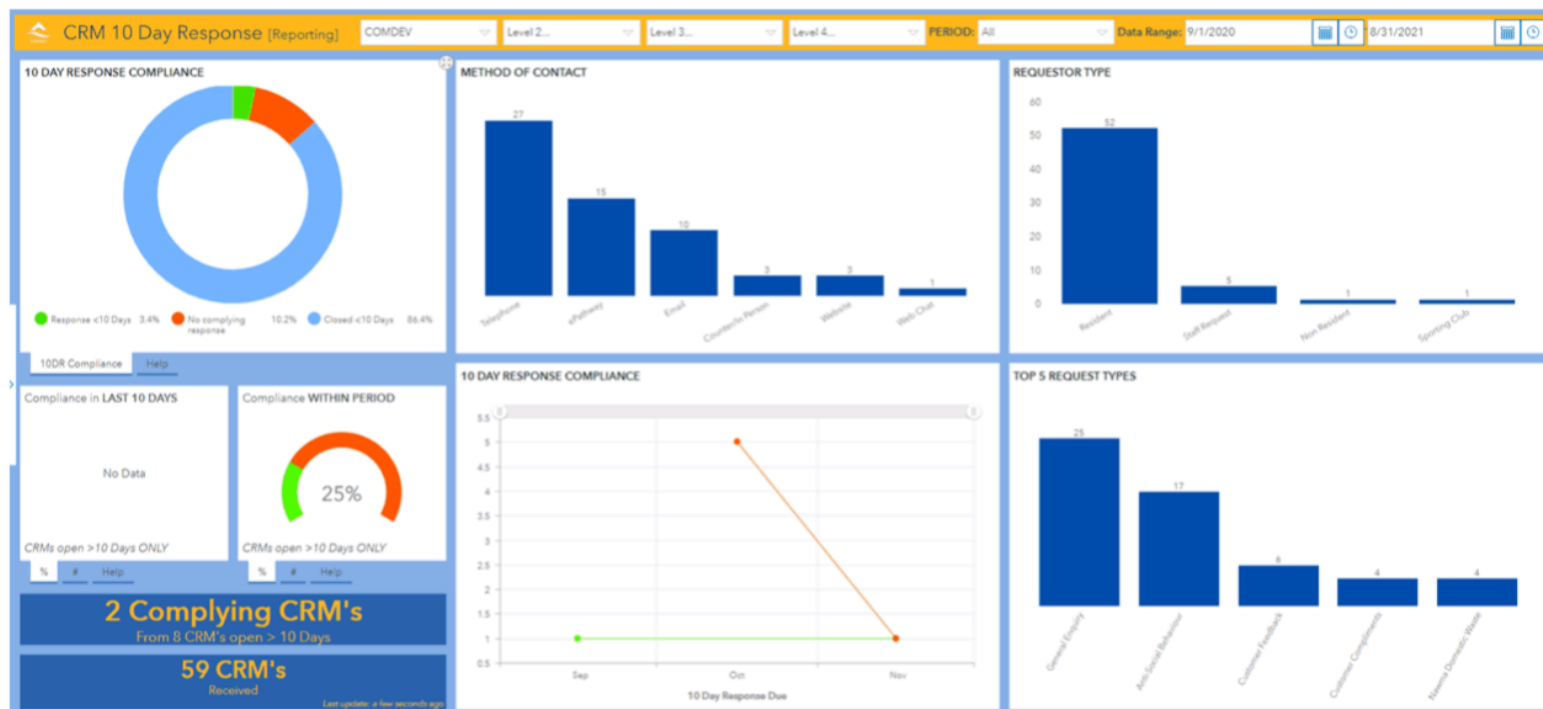
Business Excellence – 1 September 2020 to 31 August 2021



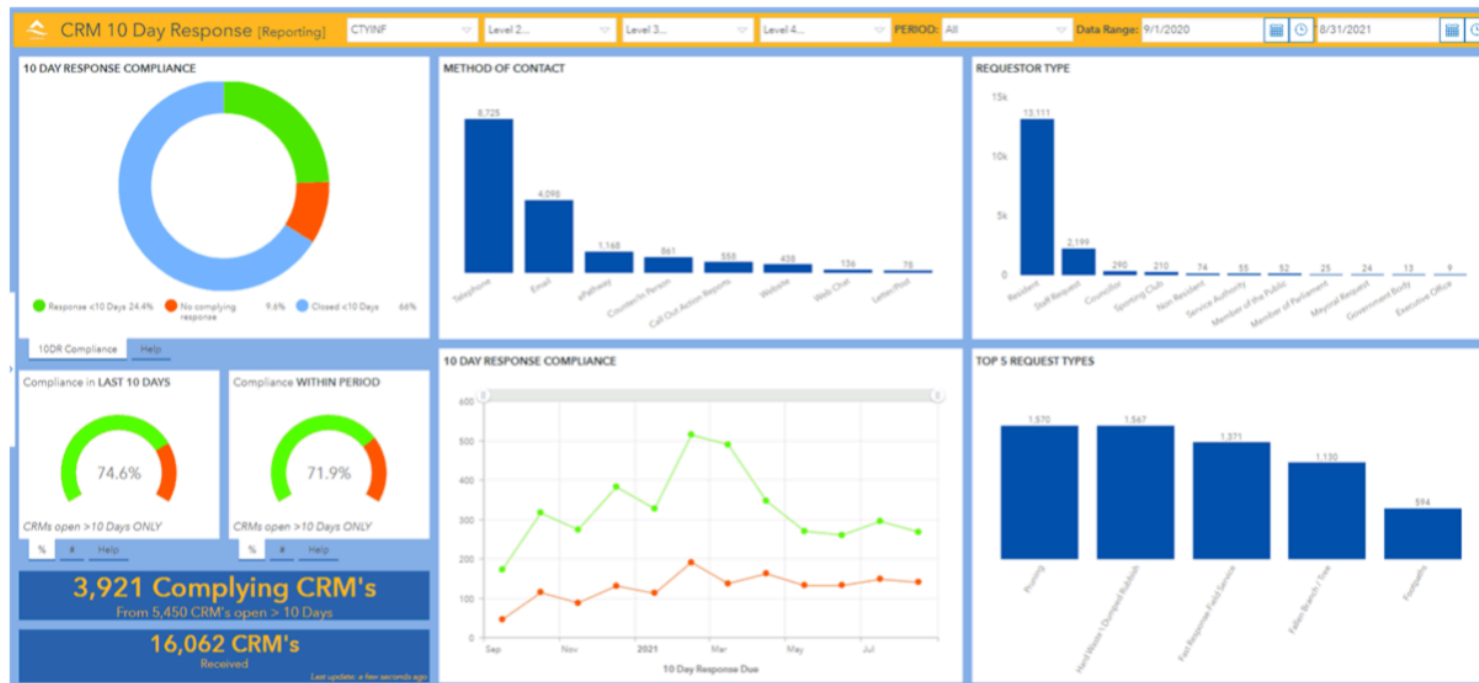
City Development – 1 September 2020 to 31 August 2021



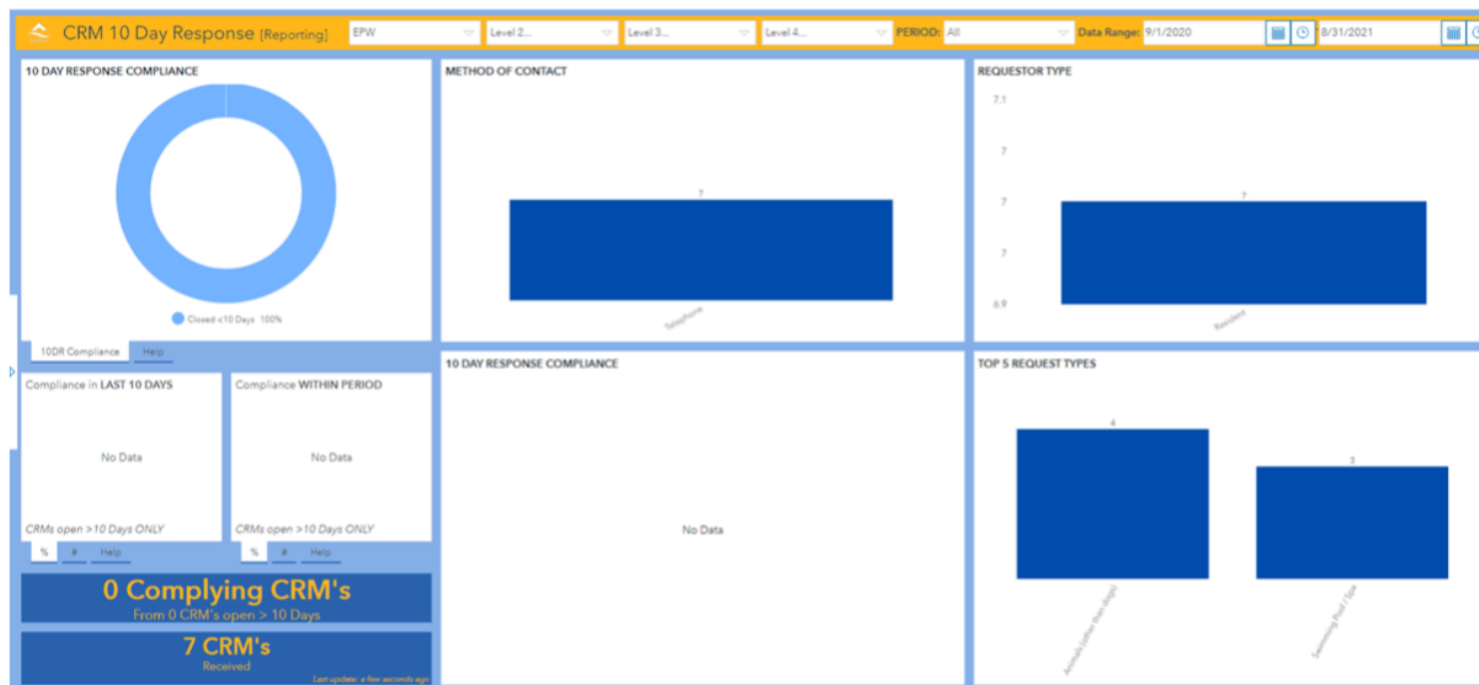
Community Development – 1 September 2020 to 31 August 2021



City Infrastructure – 1 September 2020 to 31 August 2021



Epathway – 1 September 2020 to 31 August 2021



Information Only – 1 September 2020 to 31 August 2021

