

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

under S. 17 of the *Outback Communities (Administration and Management) Act 2009*

with

ANDAMOOKA PROGRESS AND OPAL MINERS ASSOCIATION INC

(ABN: 63 854 296 751)

(“**Association**”)

In relation to

THE ANDAMOOKA COMMUNITY

(the “**Community**”)

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COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

dated day of

Between

OUTBACK COMMUNITIES AUTHORITY (ABN: 45 674 479 985) a body corporate pursuant to the *Outback Communities (Administration and Management) Act 2009* (“**Authority**”)

And

ANDAMOOKA PROGRESS AND OPAL MINERS ASSOCIATION INC (ABN: 63 854 296 751), a body corporate pursuant to the *Associations Incorporation Act 1985*..... (“**Association**”)

1. ACKNOWLEDGEMENT & PURPOSE

- (a) This Agreement is entered into as a memorandum of understanding between the parties in accordance with section 17 of the OC Act and it is acknowledged that this Agreement does not in-of-itself create legally enforceable rights between the parties. This Agreement may however act as the trigger for the legal application of certain provisions of the OC Act.
- (b) The Association acknowledges and represents that at least one of the stated objectives of its Rules of Association (including its constitution) is to represent the Community and the Association undertakes to immediately notify the Authority if its Rules of Association (or constitution) are varied or are in anyway inconsistent with this Agreement.
- (c) It is acknowledged that this Agreement is entered into to set out the common understanding of the parties in relation to those matters prescribed under subparagraphs (a) to (f) of subsection 17(1) of the OC Act which are stated to be within the scope of this Agreement as set out in item 1 of the Schedule.

2. INTERPRETATION

In the interpretation of this Agreement, unless a contrary intent is evident:

- (a) **Agreement** means this memorandum of understanding between the Authority and the Association and includes the Schedule, any attachments and any other documents expressly incorporated by reference;
- (b) **Community** has the meaning set out in item 1 of the Schedule;
- (c) **Community Organisation** means an organisation listed under item 5 of the Schedule or an organisation that the Authority notifies the Association is a community organisation for the purposes of this Agreement;
- (d) **Community Contribution** means a fixed charged implemented by the Authority in accordance with section 21 of the OC Act;
- (e) **OC Act** means the *Outback Communities (Administration and Management) Act 2009*;
- (f) **Representative** has the meaning set out in clause 4; and
- (g) **Term** has the meaning set out in clause 3.

3. **TERM**

In accordance with subsection 17(2) of the OC Act this Agreement is in force for the financial year set out in item 1 of the Schedule.

4. **REPRESENTATIVES**

- (a) Each party nominates the person holding the position within its organisation set out in item 2 of the Schedule as its “**Representative**” for the purposes of this Agreement.
- (b) Each party’s Representative may exercise the powers and functions of his or her party under this Agreement.
- (c) Each party may from time to time substitute its Representative by prior written notice to the other party setting out the position and contact details of the substitute.

5. **REPORTING**

The Association undertakes to comply with the reporting requirements set out in item 3 of the Schedule.

6. **PRESCRIBED MATTERS**

It is understood and agreed by the parties that (if within the scope of this Agreement as per item 1 of the Schedule):

- (a) the Authority will provide financial and other support directly to the Community in accordance with item 4 of the Schedule;
- (b) **NOT USED**;
- (c) item 6 of the Schedule details the insurance scheme arranged by the Authority and lists those Community Organisations that are participating in the scheme;
- (d) **NOT USED**;
- (e) this Agreement authorises the implementation of a Community Contribution by the Authority as described in item 8 of the Schedule; and
- (f) item 9 of the Schedule sets out the understanding of the parties in relation to other matters related to the management and administration of the Community.

7. **GENERAL PROVISIONS**

(a) **Relationship**

It is acknowledged that nothing in this Agreement constitutes a partnership or joint venture of any kind between the parties or constitutes any relationship of employer and employee or principal and agent between the Authority and the Association or its agents, members or volunteers.

(b) **Badging and Signage**

If the Authority is providing any funding or event sponsorship in accordance with this Agreement then the Association undertakes to ensure that the Authority is acknowledged by appropriate badging and signage in accordance with the written directions of the Authority.

(c) **Variation**

The Authority may from time to time vary (or substitute) this Agreement by written notice to the Association but only if the Authority has first consulted with the Community in accordance with the Authority’s public consultation policy.

(d) **Performance and future proposals**

It is acknowledged that the satisfactory completion and/or provision of public services or facilities, the issuing of regular invoices for reimbursement (see item 7 of the Schedule) and on-going compliance with reporting obligations, may be taken into account by the Authority as a factor in assessing any applications it receives for future funding.

(e) **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party.

(f) **Additional Provisions**

This Agreement includes any Additional Provisions set out in item 10 of the Schedule.

EXECUTED as a MEMORANDUM of UNDERSTANDING

SIGNED for and on behalf of
**OUTBACK COMMUNITIES
AUTHORITY**
(ABN: 45 674 479 985)
by an authorised officer

SIGNED for and on behalf of
**ANDAMOOKA PROGRESS AND OPAL
MINERS ASSOCIATION INC**
(ABN: 63 854 296 751)
by an authorised officer

.....
Signature

.....
Signature

.....
Name

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Name

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Position

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Position

.....
Date

.....
Date

THE SCHEDULE - PARTICULARS

1. PARTICULARS

The Community	The Community of Andamooka
Financial Year	2018 – 2019
Scope of Prescribed Matters	Provision of financial and other support directly to the Community set out in item 4 of the Schedule and Participation in an insurance scheme arranged by the Authority set out in item 6 of the Schedule and Imposition of a Community Contribution by the Authority set out in item 8 of the Schedule and Other matters related to the management and administration of the Community set out in item 9 of the Schedule

2. REPRESENTATIVES

Authority's Representative		Association's Representative	
Name	Byron Gough	Name	John Willby
Position	Governance Manager	Position	Chair
Address	12 Tassie Street, Port Augusta SA	Address	C/- APOMA Post Office, Andamooka SA
Telephone	8648 5970	Telephone	
Mobile	0427 687 772	Mobile	
E-mail	byron.gough@sa.gov.au	E-mail	apoma@gmail.com

3. REPORTING BY THE ASSOCIATION

The association must provide the Authority with Reports in accordance with the following table.

Report (Type)	Frequency (By when)	Requirements (Information and applicable standard)
Copy of Community Organisation's minutes	Following each APOMA committee meeting	Minutes must include budget monitoring report showing progress on matters set out at item 1 of the Schedule.

Financial Statements	Within 6 months from the expiry of the Financial Year.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Association's expenditure of moneys provided to the Association by the Authority (if any) and signed by a senior office holder of the Association.</p> <p>Standard: <u>If the moneys provided is in excess of \$1 M (GST exclusive) then the Association must prepare its Financial Statements in the nature of General Purpose Financial Statements.</u></p> <p>Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements.</p>
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4. **FINANCIAL AND OTHER SUPPORT TO THE COMMUNITY BY THE AUTHORITY**

The following table sets out the nature and value of financial and other support that the Authority intends to provide directly to the Community during the Financial Year as may be further detailed in a budget spreadsheet for the Community attached to this Agreement.

Importantly it is acknowledged and agreed that:

- (a) the provision of financial and other support as described below (and in any attached Community budget) remains at all times contingent upon the availability of funds in the Authority's budget; and
- (b) unless the Authority chooses to do so, the Authority is not obligated (or required) to expend funds (or provide other support) in excess of the corresponding value set out in the table below.

Financial and Other Support	Value (GST Exclusive) (including in-kind support)
Operational support	\$211,000
Infrastructure support	\$188,000
Community Development Support	\$31,000

5. **PUBLIC SERVICES AND FACILITIES TO BE PROVIDED BY COMMUNITY ORGANISATIONS**
NOT USED

6. **PARTICIPATION OF COMMUNITY ORGANISATIONS IN AUTHORITY ARRANGED INSURANCE**

The following table sets out the details and cost of the Authority arranged insurance and the participating Community Organisation(s).

Each participating Community Organisation must comply with the terms and conditions of cover provided to them by the Authority and must make any notifiable disclosures to the Authority and the insurer.

Description of Insurance:	<ul style="list-style-type: none"> a) Industrial Special Risk b) Combined Liability c) Personal Accident and d) Adhoc Hires insurance.
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Amount of cover:	a) \$1,225,000 b) \$20,000,000 c) \$300,000 d) \$10,000
Insurer:	Local Government Risk Services
Participating Community Organisations:	Andamooka Progress and Opal Miners Association Inc
Cost and Contributions:	\$8,700 (incorporated within the budget)

7. **PROCEDURES FOR REIMBURSEMENT BY COMMUNITY ORGANISATIONS**
NOT USED

8. **COMMUNITY CONTRIBUTION**

The Authority and the Association authorise for the purposes of subsection 21(3) of the OC Act a community contribution details of which are set out in the following table.

Statement of Purpose and Activity:	Provision of municipal services and support
Fixed Charge as Approved by Minister (including variations):	\$400 per property unit on rateable land
Land to which the Community Contribution will relate:	All rateable land within the township of Andamooka; those sites immediately adjacent the town of Andamooka not within the Andamooka Precious Stones Field or excluded from the operation of the Opal Mining Act 1995, and those portions of Section 1500, Out of Hundreds (Andamooka), occupied under Crown Licence (known as White Dam).

9. **OTHER MATTER FOR MANAGEMENT AND ADMINISTRATION OF THE COMMUNITY**

A representative of the Outback Communities Authority will sit as an ex-officio member on the APOMA committee. The Outback Communities Authority representative will not have voting rights on the committee but will provide advice in relation to the effective governance and management of the township of Andamooka. APOMA must act at all times in accordance with its constitution.

10. **ADDITIONAL TERMS AND CONDITIONS**

Not Used.

Attachment A – Community Budget Spreadsheet

DRAFT Andamooka Budget					
For the year ending June 30, 2019					
Income	18/19	Year to Date	Expenditure	18/19	Year to Date
CCS Contribution	\$ 200,000		Operations		
OCA - Outback Communities Authority	\$ 170,000		OCA Support	\$ 105,000	
DPTI - Road Maintenance	\$ 60,000		Municipal Services Management	\$ 45,000	
			Office supplies	\$ 4,500	
			Consumables	\$ 2,500	
			Insurance	\$ 8,000	
			Utilities	\$ 11,000	
			CCS Collection	\$ 35,000	
			SUB TOTAL:	\$ 211,000	
			Infrastructure		
			Roads - Maintenance	\$ 60,000	
			Waste Management	\$ 40,000	
			Parks & Gardens	\$ 54,000	
			Community Asset Maintenance	\$ 24,000	
			Public Conveniences	\$ 5,000	
			Water for Community Facilities	\$ 5,000	
			SUB TOTAL:	\$ 188,000	
			Community Development		
			Youth Development	\$ 6,000	
			Community Programs & Activities	\$ 5,000	
			Community Bus	\$ 5,000	
			APOMA Administration Support	\$ 15,000	
			SUB TOTAL:	\$ 31,000	
Budget Income	\$ 430,000	\$ -	Budget Expenditure	\$ 430,000	
Budget Surplus / (Deficit) for year ending 30th June		2019	-		