

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

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

with

FOWLERS BAY PROGRESS ASSOCIATION INC.

(ABN: 47 070 258 836)

(**"Association"**)

In relation to

FOWLERS BAY AND DISTRICT

(the **"Community"**)

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SCHEDULE - PARTICULARS

ATTACHMENT - COMMUNITY BUDGET SPREADSHEET

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

dated 1st day of July 2018

Between

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

And

FOWLERS BAY PROGRESS ASSOCIATION INC. (ABN: 47 070 258 836), 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) item 5 of the Schedule sets out the public services and facilities that will be provided by Community Organisations as well as the governance arrangements for those Organisations;
- (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) item 7 of the Schedule sets out the procedures and conditions for eligible Community Organisations to claim reimbursements from the Authority;
- (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
THE OUTBACK COMMUNITIES
AUTHORITY**

(ABN: 45 674 479 985)
by an authorised officer

Signature

Name

Position

Date

**SIGNED for and on behalf of
FOWLERS BAY
PROGRESS ASSOCIATION INC.**

(ABN: 47 070 258 836)
by an authorised officer

Signature

Name

Position

Date



THE SCHEDULE - PARTICULARS

1. PARTICULARS

The Community	FOWLERS BAY AND DISTRICT
Financial Year	2018 - 2019
Scope of Prescribed Matters	<p>The Authority will provide financial support directly to the Community in accordance with item 4 of the Schedule, and</p> <p>The Authority will facilitate participation in the insurance scheme in accordance with item 6 of the Schedule.</p>

2. REPRESENTATIVES

Authority's Representative		Association's Representative	
Name	Mark Shirley	Name	Kim Gregory
Position	Community Development Officer	Position	Secretary
Address	12 Tassie Street, Port Augusta SA 5700	Address	PMB 3 CEDUNA SA 5690
Telephone	8648 5973	Telephone	
Mobile	0428 888 076	Mobile	0408 481 201
E-mail	Mark.Shirley@sa.gov.au	E-mail	fowlersbayprogressassoc@gmail.com

3. REPORTING BY THE ASSOCIATION

(Optional)

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

Report (Type)	Frequency (By when)	Requirements (Information and applicable standard)
Milestone 1. Copy of Community Organisation's minutes	Immediately following a meeting held within six weeks of signing the Agreement	A copy of the Minutes of the Association to be provided to the Authority. The minutes must make mention of the acceptance this agreement.
Milestone 2. Financial Statements	Before 31 December 2018	<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: If the moneys provided is in excess of \$1 M (GST exclusive) <u>then</u> the Association must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p>

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)
Municipal Support Funding	\$5,000.00
Project Support Funding	\$7,750.00

5. **PUBLIC SERVICES AND FACILITIES TO BE PROVIDED BY COMMUNITY ORGANISATIONS**

The following tables detail each of the public service or facilities projects that Community Organisations will be providing during the course of the Financial Year as may be further detailed in a budget spreadsheet for the Community attached to this Agreement.

Project Description	Shelters, Trees and Plants for Community Area, History Booklet.
Community Organisation	Fowlers Bay Progress Association Inc.
Governance Requirements and Reporting	The Association is required to submit an Evaluation Form to the Office for the Outback Communities Authority with evidence of expenditure to the amount of Project Funding.
Budget & Funding Limit (GST Exclusive)	\$15,500.00
Authority Payment	\$7,750.00

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.

The Association is to make its own investigation as the appropriate type and level of insure cover. The Outback Communities Authority make no warranty that the type or level of cover sought by the Association or provided by the insurer is appropriate or adequate to protect the Association, its members and / or assets.

Description of Insurance:	Industrial Special Risks, Combined Liability, Personal Accident, Adhoc and Occasional Hire (includes Local Government Risk Services Administration Fee)
Amount of cover:	Refer to insurance policy
Insurer:	Local Government Risk Services
Participating Community Organisations:	Fowlers Bay Progress Association Inc.
Cost and Contributions:	\$1,690.65 / \$422.66

7. **PROCEDURES FOR REIMBURSEMENT BY COMMUNITY ORGANISATIONS**

The following table sets out the procedures and conditions for reimbursement by the Authority of a Community Organisation's costs incurred in performance of a public service (or provision and/or operation of a public facility) that has been approved of by the Authority.

Eligibility:	Unless otherwise consented to in writing by the Authority, a Community Organisation is only eligible to receive funds if providing a public service or facility for the benefit of the Community in accordance with items 4 and /or 5 of this Schedule.
Conditions & Limits on Payments:	<p>The Authority will only make payment to an eligible Community Organisation if:</p> <p>(a) it is for costs that have been, or will be, reasonably expended by the Organisation for the purpose of the provision (and/or operation) of the public service or facility for the Community; <u>and</u></p> <p>(b) the amount will not exceed (or likely exceed) the total funding limit allocated by the Authority for the provision of the public service or facility.</p> <p><u>Importantly</u> if the Authority is only contributing to the cost of the public service or facility the total funding limit may be expressed as a percentage of the actual cost.</p>
Payments	<p><u>Financial And Other Support To The Community (Item 4 of this Schedule)</u></p> <p>If in relation to its provision of an ongoing public service or operation of a facility to the Community, an eligible Community Organisation may after meeting each milestone during the Financial Year receive payment for its costs (or percentage of its costs if contributing) actually incurred in the provision of that service or facility.</p> <p><u>Public Services and facilities to be provided by Community (Item 5 of this schedule)</u></p> <p>If in relation to its provision of works to provide a public facility to the Community, an eligible Community Organisation may during the Financial Year receive payment for its costs (or percentage of its costs if contributing) on request.</p> <p><u>Importantly</u> the Authority will determine whether or not works or a milestone has</p>

	been completed.
Invoicing	Once respective milestones have been achieved the Authority will process a Recipient Created Tax Invoice and funds will be forward to the Association's nominated account.
Late requests for payment	The Authority expects that the progress of public services and facilities will proceed promptly during the course of the Financial Year and expects milestones to be achieved during the course of the year. Funds will not be carried over beyond the current Financial Year.
Cost Overruns	<p>It is acknowledged that the allocation of funds by the Authority for provision of a public service or facility represents a one-off contribution by the Authority towards this purpose for the Financial Year, and that any request for subsequent funding will require a new application.</p> <p>The Authority is under no obligation to agree to pay any subsequent funding to the Community Organisation.</p> <p>It is further acknowledged that the Authority will not be liable to reimburse a Community Organisation for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of (or provision of) any public service or facility.</p>

8. **COMMUNITY CONTRIBUTION**

Not Used.

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:	
Fixed Charge as Approved by Minister (including variations):	
Land to which the Community Contribution will relate:	

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

Not Used.

10. **ADDITIONAL TERMS AND CONDITIONS**

Not Used.