

COMMUNITY AFFAIRS RESOURCING AND MANAGEMENT AGREEMENT

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

with

MARLA & DISTRICTS PROGRESS ASSOCIATION INC.

(ABN: 14 925 204 336)

(**"Association"**)

In relation to

MARLA AND DISTRICT

(the **"Community"**)

TABLE OF CONTENTS

1. ACKNOWLEDGEMENT & PURPOSE1

2. INTERPRETATION.....1

3. TERM.....1

4. REPRESENTATIVES2

5. REPORTING.....2

6. PRESCRIBED MATTERS2

7. GENERAL PROVISIONS2

SCHEDULE - PARTICULARS

ATTACHMENT - COMMUNITY BUDGET SPREADSHEET

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

MARLA & DISTRICTS PROGRESS ASSOCIATION INC. (ABN: 14 925 204 336), 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.

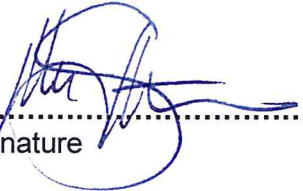
(f) Additional Provisions

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 Mark Sutton

Position Director

Date 7/12/16

**SIGNED for and on behalf of
MARLA & DISTRICTS PROGRESS
ASSOCIATION INC.**

(ABN: 14 925 204 336)
by an authorised officer

Signature 

Name MARK FENNELL

Position CHAIRPERSON

Date 30/10/16



THE SCHEDULE - PARTICULARS

1. PARTICULARS

The Community	MARLA AND DISTRICT
Financial Year	2016-17
Scope of Prescribed Matters	The Authority will provide financial support directly to the Community in accordance with item 4 of the Schedule, and The Authority will facilitate participation in the insurance scheme in accordance with item 6 of the Schedule

2. REPRESENTATIVES

Authority's Representative		Association's Representative	
Name	Mark Shirley	Name	Mark Fennell
Position	Community Development Officer	Position	Chairperson
Address	12 Tassie Street, Port Augusta 5700	Address	MARLA SA 5724
Telephone	8648 5973	Telephone	8670 1071
Mobile	0427 888 076	Mobile	
E-mail	Mark.shirley@sa.gov.au	E-mail	Marlaprogress5724@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	Immediately following a meeting held within six weeks of signing the Agreement	Minutes must include budget monitoring report showing progress on set out at item 1 of the Schedule
Financial Statements	Before 31 December 2016	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. Standard: <u>If</u> 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. Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements.

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	\$ 8,810.00

5. **PUBLIC SERVICES AND FACILITIES TO BE PROVIDED BY COMMUNITY ORGANISATIONS**
(Not Used)

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	
Community Organisation	
Governance Requirements and Reporting	
Budget & Funding Limit (GST Exclusive)	
Authority Reimbursement	

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 Hirers (includes Local Government Risk Services Administration Fee)
Amount of cover:	Refer to insurance policy
Insurer:	Local Government Risk Services
Participating Community Organisations:	Marla & Districts Progress Association Inc.
Total Cost / OCA Contribution:	\$6,757.29 / \$1,754.46

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 seek reimbursement of its costs if providing a public service or facility for the benefit of the Community in accordance with item 5 of this Schedule.
Conditions & Limits on Payments:	<p>The Authority will only reimburse an eligible Community Organisation <u>if</u>:</p> <p>(a) it is for costs that have been 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>
Reimbursement	<p><u>Ongoing Service or Operation of a Facility</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 each quarter during the Financial Year issue an invoice to the Authority for reimbursement of its costs (or percentage of its costs if contributing) actually incurred in the provision of that service or facility.</p> <p><u>Conduct of Works</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 issue an invoice to the Authority for reimbursement of its costs (or percentage of its costs if contributing) actually incurred after the completion of the works or milestone as stated in item 5 or as otherwise agreed in writing with the Authority.</p> <p><u>Importantly</u> the Authority will determine whether or not a works or a milestone has been completed.</p>
Invoicing & Claims Form	<p>The Authority is not obligated to pay an invoice from a Community Organisation unless properly rendered. An invoice is properly rendered if it:</p> <p>(c) is issued in respect of a payment for which the Community Organisation is entitled to invoice for under this Agreement;</p> <p>(d) is accompanied by a Claim Form and invoices (if any) from the Community Organisation's contractor(s) engaged to provide the public service or facility;</p>

	<p>(e) reflects the correct amount for payment under this Agreement; and</p> <p>(f) is a valid Tax Invoice in accordance with <i>A New Tax System (Goods and Services Tax) Act 1999</i>.</p> <p>The "Claim Form" must set out:</p> <p>(a) The progress of the provision of the public service or facility over the period to which the invoice relates.</p> <p>(b) Statement of the amount of any under or over expenditure for the provision of the public service or facility.</p>
Payment Terms	<p>Provided that the total limit on the amount of the funding by the Authority for the Project (as set out in item 5 or as otherwise agreed in writing between the Authority and the Community Organisation) has <u>not</u> been (or will be) exceeded, the Authority undertakes to pay the amount of a properly rendered invoice (plus any applicable GST) issued by a Community Organisation, within 30 days of receiving the Community Organisation's invoice.</p>
Late invoices	<p>The Authority expects that the progress of public services and facilities will proceed promptly during the course of the Financial Year and expects to receive the invoice for any reimbursement of costs regularly during the course of the year.</p> <p>Last Quarter: A Community Organisation is expected to issue its last invoice for reimbursement by 1 June. Late invoices will only be accepted with the written agreement of the Authority.</p>
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.