

LKCC Management- Final Negotiated Agreement with SCI

Originating Officer General Manager City Services - Tony Lines

Corporate Manager N/A

General Manager Acting Chief Executive Officer - Ilia Houridis

Report Reference GC210622F02

Confidential ☒

Confidential Motion

That pursuant to Section 90(2) and (3)(d) (i) and (ii) of the Local Government Act 1999, the Council orders that all persons present, with the exception of the following persons: Chief Executive Officer, General Manager City Development, General Manager Corporate Services, General Manager City Services, Manager City Property, Manager City Activation, Manager Corporate Governance, Manager Strategic Procurement Services, Unit Manager Economic and Cultural Development, Unit Manager Land and Property, Unit Manager Communications, Unit Manager Governance and Council Support and Governance Officer be excluded from the meeting as the Council receives and considers information relating to LKCC Management Model, upon the basis that the Council is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential given the information relates to the management of the Living Kurna Cultural Centre.

REPORT OBJECTIVE

Council's endorsement of the Management Agreement between Southern Cultural Immersion (SCI) and the City of Marion for the management of the Living Kurna Cultural Centre (LKCC), Fairford House and Coach House.

EXECUTIVE SUMMARY

Following more than four years of discussions with Kurna, Council received a proposal from SCI to manage the LKCC / Warriparinga facility. The proposal looks to further activate the site through additional events, tourism and educational activities to become the leading Kurna tourism location and cultural education space on Kurna Country.

In December 2020 Council reviewed the SCI submission (GC201208F04) and resolved:

That Council:

1. In principle accepts the SCI proposal to manage the LKCC subject to negotiation of a lower annual payment (closer to Council's current net cost of approximately \$181 k p.a. for the first three years which would then reduce linearly in subsequent years to \$100 k in year 6); negotiates contract terms and conditions with SCI (e.g. insurances, operational metrics, advisory group); and receives a final report (envisaged for March/April 2021) prior to contract signing.
2. Notes that Council currently uses an on-line training module for cultural awareness, which covers many cultures around the world, and will consult with SCI should additional indigenous cultural awareness training be needed.
3. Upgrades the Coach House to operate as an education facility for up to 60 people, including required heritage restoration, allowing it to also function as a Marion museum satellite site (noting that

approximately \$15 k of upgraded outdoor seating and artistic woodwork will be delivered through existing City Property budgets). Funding for the Coach House upgrade will be sought through Grant applications and 2021/22-2022/23 Council budgets.

A summary of negotiations to date was considered by Council at its 27 April 2021 meeting (GC210427F05), and feedback was received on the draft Agreement. All feedback has been incorporated into the attached final Agreement document.

Approval is sought from Council to execute the attached Agreement with SCI.

RECOMMENDATION

That Council:

1. Endorses the Agreement in Attachment 1 that has been negotiated with Southern Cultural Immersion for the management of Living Kurna Cultural Centre / Warriparinga.
2. Approves Administration executing the Agreement in Attachment 1 with Southern Cultural Immersion.
3. In accordance with Section 91(7) and (9) of the Local Government Act 1999, orders that this report, the attachments to this report and any minutes arising from this report having been considered in confidence under Section 90(2) and (3) (d)(i) and (ii) of the Act, except when required to effect or comply with Council's resolution(s) regarding this matter, be kept confidential and not available for public inspection for a period of 12 months from the date of this meeting. This confidentiality order will be reviewed at the General Council Meeting in December 2021.

GENERAL ANALYSIS

BACKGROUND

The City of Marion and the Kurna Yerta Aboriginal Corporation (KYAC) have been discussing options for management models of the LKCC since 2016. At the 28 January 2020 General Council meeting, Council considered a progress report on the LKCC Management Model and resolved to request KYAC to provide Council with a proposal for its preferred management model for the Warriparinga / LKCC site by the end of May 2020.

KYAC wrote to Council on 29 May 2020 advising that COVID-19 restrictions meant that the Kurna people could not hold face-to-face meetings to progress a proposal, and requesting a 3 month extension of the due date to 31 August 2020. Council granted that request.

On 31 August 2020 Council received a letter and management proposal from KYAC for SCI to manage the Centre, and on 29 October 2020 received a further proposal from SCI. SCI (Southern Cultural Immersion) is a private business run by Kurna man Corey Turner. Mr Turner provides services for DEW at Glenthorne. He has significant experience at Onkaparinga CC, Centrelink, Red Cross, and the Heart Foundation. Mr Turner is also a member of a recently formed Southern Alliance, comprising about ten people from the Williams, Dixon and Turner families.

On 8 December 2020 Council resolved to accept in-principle the SCI proposal to manage the LKCC subject to negotiation of a lower annual payment (closer to Council's current net cost of approximately \$181 k p.a. for the first three years which would then reduce linearly in subsequent years to \$100 k in year 6) and negotiation of contract terms and conditions with SCI.

DISCUSSION

Key terms of the Agreement include:

General

1. The Term would commence on 19 July 2021 and be for an initial period of three years (till 30 June 2024), with a further period of three years subject to achievement of KPIs.
2. General City of Marion Conditions of Contract would apply, for example regarding insurances, liability, non-performance, audit, termination, and dispute resolution.
3. Council would be able to terminate the contract (i) 'without cause' by giving 3 months' notice and paying any fees due, (ii) immediately if SCI becomes unable to carry on business or fails to perform material terms of the Agreement.
4. SCI would be able to terminate the contract (i) 'without cause' by giving 3 months' notice, or (ii) immediately if Council fails to perform material terms of the Agreement.
5. SCI's vision for LKCC is to create a venue this is clearly identified as the leading Kaurua tourism location and cultural education space on Kaurua Country.
6. SCI would continue the current activities and services operating at the site.
7. SCI would create a marketing plan for the site and activate the site by performances (including those aligned to the Adelaide Festival and Adelaide Fringe), Aboriginal art and culture markets, musical performances, and broadening tours, workshops and venue hire. SCI would manage all marketing and promotional materials for activities and events and invite collaboration with Council counterparts for large events.
8. SCI would be required to hold all standard Public and Products Liability and Professional Indemnity insurances.
9. Council would allow SCI to use Council-owned equipment currently at the site (e.g. computers, office chairs, phones / headsets, tables, whiteboards, urns, kettles, power boards, fridge, etc). SCI would be responsible for replacing or maintaining or adding to minor equipment (e.g. replacement of the above, re-resining the tables in the function room) and for returning the site to Council at the conclusion of the Agreement with a full inventory of functional minor equipment.
10. Any possible changes to the name of the site would require Council approval.

Premises

11. SCI would have primary management of the LKCC, Fairford House, and the Coach House.
12. SCI would have primary non-exclusive access rights to the gardens and grassed open spaces.
13. SCI would have use and access rights to the Sturt River and its environs and the wetlands.
14. SCI would not have access rights to the grape vines.
15. The Friends of Warriparinga are noted as a long-standing stakeholder, and will be provided with an office at Fairford House, storage facilities, and some use of a large meeting room, all at no cost.
16. Various stipulations are placed on use of the site, including no hunting, no overnight staying or camping, and the use of plant life. Political signs or advertisements cannot be displayed at the site. SCI would require a licence to serve or allow persons to consume liquor on the site.
17. Any permanent signage would require Council approval.

Fees

18. Council would be required to pay SCI a management fee to undertake the day-to-day operations of the LKCC, primarily being for staff wages (three key staff plus casuals).
19. A review of 2019/20 Council costs for LKCC has identified \$298 k of costs (including labour, contractors, materials and other), offset by \$72 k of revenue. The net cost was therefore \$226 k. The net cost of the SCI equivalent provided services was \$181 k (i.e. \$45 k of services would still be provided by Council). However, it was also noted that there have been regular labour vacancies over the last 5 years, and the average staffing at the site has been approximately 2 FTE rather than the budgeted 2.7 FTE. This would increase the net cost of the SCI equivalent provided services to \$225 k.
20. SCI has requested a Marketing and Events Fund to be paid by Council to assist with the activation of the site. This cost would be \$25 k in 2021/22, \$20 k in 2022/23, and \$15 k in 2023/24.
21. The fees payable by Council to SCI would therefore be \$250 k in 2021/22, \$245 k in 2022/23, and \$240 k in 2023/24.
22. Fees paid by Council to SCI in any subsequent 3 year period would be determined at that point by a variation agreement.
23. The average annual revenue generated at LKCC over the past three years is \$76,000. COVID-19 has affected attendance numbers and had an impact on site revenue. This is considered an

extraordinary event. Any difference between the historical average revenues and the FY2020/21 actual result would be referred to as the 'COVID Gap'. Council would be responsible for funding any shortfall in revenue for the Centre up to the limit of the COVID Gap until such time as the Coach House renovations are complete and it is available for use.

24. SCI would pay 20% of any operating surplus to Council.
25. SCI would pay 3% of any operating surplus to the Kaurua Community trust each year.

Labour

26. SCI would employ all staff, envisaged at 2.7 FTE.
27. All staff and subcontractors would require DCSI clearances.
28. All staff and subcontractors would require Council endorsement before being employed or engaged.

Maintenance

29. Council would continue to fund any capital improvements to the site (e.g. as required under Council's Buildings AMP).
30. Council would continue to provide site services and maintenance including: Air conditioning; Fire protection; External Graffiti; Mowing of grassed areas; Mulching, brush-cutting, weed control, and tree trimming; Pruning of Heritage Vines; Maintenance of bores and irrigation systems; Maintenance of pathways, benches, fencing and bridges; Maintenance of public art (including Tjirbruke Gateway, murals on Expressway Bridge, Sturt River signage); Electrical; Plumbing; Painting; Repairs and Maintenance; Fire Protection; Building Security; Waste.
31. SCI would provide the following site services and maintenance: Program Contractors (e.g. Weavers, artists); Advertisements and Marketing; Electricity; Gas; SA Water Charges; Office equipment; Office stationery and supplies; Goods for resale; Safety clothing and supplies; Signs; Postage / couriers; Photocopier charges; Travel; Catering supplies; Kitchen supplies; Telephone calls; Other related expenses incurred through service activity.

Site Improvements

32. Council would fund two site improvements.
33. The first site improvement is "strategically placed designer outdoor seating and artistic woodwork" worth \$15 k, funded through existing City Property budgets.
34. The second site improvement is a significant upgrade to the Coach House which would then be used by SCI as an education centre. Council has recently received 50:50 grant funding from the State Government for the restoration of the heritage Coach House and associated works. The total cost of the Coach House works is estimated at \$1 million, and Council's 50% contribution to this is included in its draft Annual Business Plan for 2021/22.

Advisory and Reporting

35. A Warriparinga Advisory Team (WAT) would be established to support the Agreement. The WAT would be an advisory function only and not a decision making body. The group would meet quarterly, consisting of two City of Marion and two SCI representatives, to consider finance, governance, compliance / KPI goals and general business.
36. Council staff, Council Elected Members, Corey Turner (the Manager) and the Manager's staff are not permitted to be members of the WAT.
37. The Chair of the WAT would be determined by the WAT, and be one of the four members and not an additional member.
38. SCI would be required to submit quarterly and annual reports to WAT. The annual report would be in a form that would be provided to General Council.

Performance

39. Annual KPIs include: the number of WAT meetings held, WAT reporting, number of program activities, number of people attending programs and events, opening hours, customer satisfaction, growth in the number of events (defined as more than 100 attendees), and increase in site revenues (by at least 10% per year).

Other notes

40. The proposal complies with Council's Unsolicited Proposal Policy (the offer, the term/financial quantum, and the uniqueness), and can also be considered as an extension of the previous Banbabanbalya agreement process. Section 49 of the LG Act (value for money element) would support a contract with SCI if it is broadly in line with current costs.
41. The arrangement is likely to cater for the spiritual and social needs (e.g. via an on-site café) of the future Elders Village on Lot 707.

Timeframes

- Final report to Council for noting: June 2021
- Signing of contract: June/July 2021
- Establishment of WAT group: July 2021
- Commencement of SCI operations: 19 July 2021
- Renovation of Coach House: July 2021 – December 2022

Attachment

#	Attachment
1	Final Draft of the Management Agreement 170621

Management Agreement

The Corporation of the City of Marion

Corey Turner trading as Southern Cultural Immersion

Living Kurna Cultural Centre, Fairford House and Coach House

DATE**PARTIES**

The Corporation of the City of Marion ABN 37 372 162 294 of PO Box 21, Oaklands Park SA 5046 (**Council**)

Corey Turner trading as Southern Cultural Immersion ABN 19 256 804 983 of [insert address] (**Manager**)

- A. The Council owns the Facility.
- B. The Manager has represented to the Council that he is able to manage the Facility via a proposal contained within Annexure I.
- C. The Council has agreed to engage the Manager, and the Manager agrees to manage the Facility on the terms of this Agreement.

1. INTERPRETATION**1.1 Background**

The Background forms part of this Agreement and the parties agree that the Background is true and accurate.

1.2 Definitions

In the interpretation of this Agreement unless the contrary intention appears or unless the context otherwise requires, the following expressions have the following meanings:

- 1.2.1 **Accounting Period** means the 12 month period starting from 1 July and ending on June 30 and every subsequent 12 month period during the Term. The initial accounting period will be the period from the Commencement Date until 30 June 2022. If this Agreement expires or is terminated prior to June 30 in a particular year, the relevant Accounting Period will be the period from 1 July until the date of expiry or termination.
- 1.2.2 **Agreement** means this agreement including the Background and all Annexures and all terms and conditions contained herein.
- 1.2.3 **Annual Report** means the annual report required to be prepared by the Manager under clause 5.3.
- 1.2.4 **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.
- 1.2.5 **Claim** means in relation to any person, a claim, action, proceeding, damage, loss, cost, expense or liability incurred by or to, or made or recovered by or against that person, however arising and whether present, unascertained, immediate, future or contingent.

ATTACHMENT 1

- 1.2.6 **Coach House** means Coach House which comprises a portion of the Facility.
- 1.2.7 **Commencement Date** means 19 July 2021.
- 1.2.8 **Confidential Information** means all information disclosed or made available to a recipient by or on behalf of a party and includes:
- (a) Information that is by its nature confidential;
 - (a) Information that is identified as confidential;
 - (b) Information that the recipient knows or ought to know is confidential;
 - (c) Information comprised in or relating to any Intellectual Property Rights;
 - (d) Information relating to the financial position of any person; and/or
 - (e) Information that has any actual or potential commercial value.
- 1.2.9 **Expenses** means all the operating costs and expenses incurred wholly and directly for the operation of the Facility and any programs or functions run by the Manager at the Open Space during the Term.
- 1.2.10 **Expiry Date** means 30 June 2024.
- 1.2.11 **Facility** means:
- 1.2.11.1 Living Kurna Cultural Centre;
 - 1.2.11.2 Fairford House; and
 - 1.2.11.3 Coach House;
- excluding always the Open Space, which is to be available to the public at all times.
- 1.2.12 **Fairford House** means Fairford House which comprises a portion of the Facility.
- 1.2.13 **Foundation Principles** mean the principles specified in Annexure E.
- 1.2.14 **Governmental Agency** means any government or 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.
- 1.2.15 **GST** means any tax on goods and/or services including any value added taxes, broad based consumption tax, or other similar tax introduced in Australia, including that tax imposed under GST Law.
- 1.2.16 **GST Law** means a New Tax System (Goods and Services Tax) Act 1999 and **any** other act, order, ruling or regulation which imposes or

otherwise deals with the administration of imposition of GST in Australia.

- 1.2.17 **Income** means all income derived from the operation of the Facility as well as income derived from bookings of the Open Space, which bookings are made and maintained by the Manager in accordance with clauses 2.3.1.9 and 4.2.1.2.
- 1.2.18 **Initial Term** means the period commencing on the Commencement Date and expiring on the Expiry Date.
- 1.2.19 **Intellectual Property Rights** means and includes rights in respect of or in connection with copyright, know how, inventions or other proprietary rights.
- 1.2.20 **Key Performance Indicators or KPIs** means the key performance indicators described in Annexure A.
- 1.2.21 **Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation, order or by-law including by-laws issued by any local government body or authority or other document enforceable under any Statute, Regulation, Order, Rule or subordinate legislation.
- 1.2.22 **Maintenance Schedule** means the schedule attached as Annexure B.
- 1.2.23 **Management Fee** means the fee payable by the Council to the Manager, in accordance with the Payment Schedule, in consideration for the Manager undertaking the Services in accordance with the terms and conditions of this Agreement.
- 1.2.24 **Manager** means the manager described on page one of this Agreement and where the context permits, includes his employees, agents, subcontractors and invitees.
- 1.2.25 **Manager's Staff** means those of the Manager's employees who are approved by the Council under clause 12 to perform the Services.
- 1.2.26 **Open Space** means the open space around and adjacent to the Facility, the general delineation of which is depicted in the Plan.
- 1.2.27 **Payment Schedule** means the schedule attached to this Agreement as Annexure G.
- 1.2.28 **Plan** means the plan depicting the Facility attached to this Agreement as Annexure C.
- 1.2.29 **Principles and Objectives** means the agreed principles and objectives for the Facility as outlined in Annexure F.
- 1.2.30 **Proposal** means the document provided by the Manager to Council to manage the facility attached to this Agreement as Annexure I.
- 1.2.31 **Renewal Term** means a term of three years commencing upon expiry of the Initial Term.
- 1.2.32 **Services** means the management services which the Manager is to perform pursuant to this Agreement.

- 1.2.33 **Special Conditions** means the conditions outlined in Annexure D, which form part of this Agreement.
- 1.2.34 **Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.
- 1.2.35 **Subcontractor** means those of the Manager's subcontractors who are approved by the Council under clause 12 to perform Services.
- 1.2.36 **Supply** and **Supplier** have the meanings given to them in GST Legislation;
- 1.2.37 **Term** means the Initial Term and the Renewal Term, if applicable.
- 1.2.38 **WAT** means the Warriparinga Advisory Team that will support the delivery of this agreement.

1.3 General

Unless the contrary intention appears:

- 1.3.1 the Background is correct;
- 1.3.2 headings do not affect interpretation;
- 1.3.3 singular includes plural and plural includes singular;
- 1.3.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.3.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.3.6 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;
- 1.3.7 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;
- 1.3.8 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.3.9 a provision is not construed against a party only because that party drafted it;
- 1.3.10 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;
- 1.3.11 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- 1.3.12 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it by that Act at the date of this Agreement.

2. SCOPE OF THE AGREEMENT

2.1 The Facility

The Manager agrees, during the Term, to provide the Services in compliance with all Statutory Requirements and on the terms and conditions of this Agreement.

2.2 Term of Agreement

2.2.1 Initial Term

This Agreement will commence on the Commencement Date and will expire on the expiration of the Term or such earlier termination of this Agreement.

2.2.2 Renewal

2.2.2.1 Not less than 6 months and not more than 12 months before the expiry of the Initial Term, either of the Council or the Manager may give a written notice to the other party stating they wish to enter into negotiations for the Renewal Term. If such notice is given, the Council and the Manager must enter into negotiations with each other in respect of the commercial arrangements for the Renewal Term. The Council and the Manager both acknowledge and agree that the management of the Facility by the Manager during the Renewal Term is subject in all respects to the execution of a Deed of Variation and Extension by the parties upon agreement of applicable commercial terms .

2.3 Access and surrounds of the Facility

2.3.1 The Manager acknowledges and agrees that:

- 2.3.1.1 the Open Space, including the Sturt River and wetlands area, is to be available for public use at all times;
- 2.3.1.2 G. Patriitti & Co. Pty Ltd (ACN 007 584 803) has exclusive rights of access to the grape vines along Warriparinga Way adjacent the Facility, and the Manager and his employees and contractors must **not** access the vines at any time during the Term;
- 2.3.1.3 wood and fallen branches around the Facility are to be used and disposed on in a culturally sensitive way;
- 2.3.1.4 hunting must not occur in the surrounds of the Facility, however, fishing may occur in the Sturt River;
- 2.3.1.5 ceremonial fires may occur, however a person must be appointed as the fire keeper, and must remain until such fire is extinguished;
- 2.3.1.6 the Manager will accommodate weddings on the Open Space surrounds, provided such events occur on a traditionally sensitive location;

- 2.3.1.7 site flora must only be used in a respectful and sustainable manner;
- 2.3.1.8 any other cultural practices not listed above are to be undertaken and shared with the WAT;
- 2.3.1.9 while the Manager will not require a special permit to use the Open Space, he must use the booking system referred to in clause 4.2.1.2 to access the Open Space; and
- 2.3.1.10 the Manager must recognise any cultural practices which must be sustainably and collaboratively undertaken with site stakeholders.

3. **FINANCIAL ARRANGEMENTS**

3.1 **Management**

- 3.1.1 During the Term, the Manager will:
 - 3.1.1.1 collect all Income; and
 - 3.1.1.2 pay all Expenses.
- 3.1.2 All Income received and Expenses paid must be separately recorded in the Manager's accounting system which is accessible to the Council for inspection immediately upon request by the Council.
- 3.1.3 The Manager must keep proper accounts of all Income generated at, and all Expenses associated with, the Facility, and provide the Council with all records and systems information required by the Council in respect of such Income and Expenses.

3.2 **Management Fee and Payment**

- 3.2.1 Subject always to the Manager meeting the Key Performance Indicators during the relevant period, the Council will, subject to this clause 3.2 pay the Management Fee to the Manager in accordance with the Payment Schedule.
- 3.2.2 The Manager must issue invoices in respect of the Services, for the amounts outlined in the Payment Schedule.
- 3.2.3 Payment of the Management Fee will be made on thirty (30) day terms from the receipt of a correctly rendered invoice from the Manager.
- 3.2.4 An invoice is correctly rendered when it:
 - 3.2.4.1 describes the Services and/or relevant period to which the Services relate;
 - 3.2.4.2 displays the terms of payment of the Management Fee described in the invoice;
 - 3.2.4.3 is addressed to Council's address as specified in the Schedule; and

- 3.2.4.4 sets out in reasonable detail the manner and basis of the calculation of the Management Fee set out in the invoice.

3.3 Marketing and Events Fund

- 3.3.1 Subject always to the Manager meeting the Key Performance Indicators during the relevant period, the Council will, on the dates specified below, pay to the Manager:

3.3.1.1 \$25,000 on 30 July 2021;

3.3.1.2 \$20,000 on 30 September 2022; and

3.3.1.3 \$15,000 on 30 September 2023;

for marketing and, advertising and event costs to promote the Facility **(Marketing and Events Fund)**.

- 3.3.2 Any of the contributions to the Marketing and Events Fund that remain unexpended at the Expiry Date must be returned to the Council, in a manner directed by the Council in its absolute discretion.

3.4 Surplus and COVID Gap

Surplus

- 3.4.1 If the Income exceeds \$76,000 (exclusive of GST) for an Accounting Period (**Surplus**) during the Term, the Manager must:

3.4.1.1 pay to the Council, as directed by the Council, 20% of the Surplus; and

3.4.1.2 pay to the Kaurna Community Trust not less than 3% but not greater than 5% of the Surplus, which amount will be at the Manager's sole discretion, subject to the requirements of this clause.

COVID Gap

- 3.4.2 The parties acknowledge the average annual Income generated from the Facility within the past three years is \$76,000 (exclusive of GST) **(Historical Average)**.

- 3.4.3 COVID-19 has affected attendance numbers within the Facility and caused closures of the Facility that has made an impact on the Facility 'user charges revenue'. This would be considered an extraordinary event.

- 3.4.4 The Coach House redevelopment is subject to grant funding approval and timing. This also impacts the 'user charges revenue' generated from the Facility. Any difference between the Historical Average and the 2020/2021 financial year actual Income is referred to in this clause as the "COVID Gap".

- 3.4.5 The Council will be responsible for funding any shortfall in the 'user charge revenue' for the Facility up to the limit of the COVID Gap **only until such time that** the Coach House development (which is outlined in clause 6.2.3) is complete and the Coach House is available for use.

3.5 Fees for use and use of the Facility

- 3.5.1 The Manager must charge any fees for the use of the Facility in accordance with standard market rates for similar facilities.
- 3.5.2 The Manager agrees the Council may use the Facility for its own events up to two times during each year of the Term and may hire up to ten rooms (for half a day each) during each year of the Term, at no cost to the Council.

4. PROVISION OF SERVICES

4.1 General Provisions

- 4.1.1 It is the Council's requirement that the Manager manages the Facility during the Term so as to:
 - 4.1.1.1 provide and maintain the Services to a high quality;
 - 4.1.1.2 ensure the Facility is maintained in accordance with the Maintenance Schedule and in a way which optimises the provision of the Services;
 - 4.1.1.3 meet the Key Performance Indicators;
 - 4.1.1.4 comply with the Council's policies, practices and procedures concerning public health, cleaning and occupational health, welfare and safety;
 - 4.1.1.5 recognise the Foundation Principles;
 - 4.1.1.6 recognise and further the Principles and Objectives; and
 - 4.1.1.7 ensure compliance with all Legislation and Statutory Requirements.
- 4.1.2 During the Term, the Manager must provide the Council with the Services in respect of the Facility as set out in this Agreement and provide all plans, budgets and reports as required in this Agreement, including:
 - 4.1.2.1 the Quarterly Reports; and
 - 4.1.2.2 the Annual Reports.
- 4.1.3 The Manager must carry out the Services with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services of a similar nature as the Services. During the Term the Manager will devote such of his time and ability as is appropriate and reasonably necessary for the proper performance of the Services.
- 4.1.4 The Manager warrants to the Council that he, and the Council warrants to the Manager that it, holds all Authorisations required for them to perform their obligations under this Agreement and undertakes to comply with such Authorisations and all applicable Legislation, accepted industry standards, specifications and procedures in the performance of their obligations under this Agreement.

- 4.1.5 The Manager must at all times keep the Council fully and regularly informed as to those matters relating to the Services that are likely to have an impact on the Council and must provide to the Council such information as is reasonably requested by the Council from time to time for the purposes of monitoring the performance by the Manager of his obligations under this Agreement. Matters that are likely to have an impact on the Council for the purposes of this clause include:
- 4.1.5.1 any matter which is likely to affect the delivery of the Services by the Manager on either a short or long term basis;
 - 4.1.5.2 any matter which may give rise to an obligation on the part of the Manager to indemnify the Council;
 - 4.1.5.3 any matter which may result in any potential liability to the Council;
 - 4.1.5.4 any vandalism or theft at or nearby the Facility; and
 - 4.1.5.5 any maintenance issues relevant to the Facility and the provision of the Services.
- 4.1.6 The Manager must promptly notify the Council of any accident, injury, property or environmental damage which occurs during the carrying out of the Services. The Manager must and within 3 days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.2 **Times of operation and bookings**

- 4.2.1 During the Term the Manager must, in addition to the obligations and requirements outlined in this Agreement:
- 4.2.1.1 keep the Facility open to members of the public for a minimum of 40 hours per week over a minimum of four business days;
 - 4.2.1.2 maintain any bookings for the Open Space and the Facility; and
 - 4.2.1.3 provide availability of the Facility for Council events (for example, movie nights, Marion Celebrates) as well as general availability for the community.

4.3 **Programs at the Facility**

- 4.3.1 The envisaged activities the Manager must undertake (but not limited to) include:
- 4.3.1.1 Kaurua cultural tours which include a cultural education program to schools and groups including cultural tours, Aboriginal Art workshops and traditional weaving workshops, with the potential to expand to the tourism and corporate markets;

ATTACHMENT 1

- 4.3.1.2 aboriginal art and culture workshops which may include corporate team building activities, native food tastings / catering and drinks packages, cultural performances, kids' art classes with cultural storytelling and educational bushwalks;
- 4.3.1.3 immersive cultural experience through Histories of SA program;
- 4.3.1.4 expansion of school programs and supporting general community requests via telephone and face-to-face regarding Aboriginal culture, cultural practices and protocols, Kurna language and understanding of native bush tucker and medicine plants;
- 4.3.1.5 the establishment and management of a small art gallery to support local Aboriginal artists living on Kurna lands through the exhibition and sale of art and craft;
- 4.3.1.6 access to the Facility for community service organisations on a case by case basis; and
- 4.3.1.7 provision of Facility hire opportunities.

4.4 **Ombudsman Act**

Without limiting the Manager's obligations under this clause 4, the *Ombudsman Act 1972 (Ombudsman Act)* provides that the Ombudsman may investigate any act of an individual or organisation done in the performance of functions conferred under a contract with certain public authorities. The Manager agrees to ensure timely compliance with all obligations arising under the Ombudsman Act, and any other applicable Legislation, in relation to any such investigation involving the Council.

4.5 **ICAC Act**

The Manager acknowledges that in entering into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA) (ICAC Act)* and will be obliged to comply with the ICAC Act and the directions and guidelines issued pursuant to the ICAC Act.

4.6 **Feedback**

- 4.6.1 The Manager must act on feedback in relation to the Facility in an appropriate and timely manner, including by responding to the feedback provider.
- 4.6.2 The Manager must also provide a written report to the Council advising of actions taken within 14 days of receiving feedback.

4.7 **Power and other utilities**

The Manager must pay when due the full amount of all accounts, invoices, assessments and charges with regard to the consumption, use or supply of telephone, light, electricity, gas, and any and all other services and utilities supplied to or used from the Facility.

4.8 Stakeholder Management

The Manager will aim to create positive relationships with all stakeholders for the Facility. The stakeholders for the Facility include (but are not limited to):

- 4.8.1 the Kaurna community;
- 4.8.2 Non-Kaurna Aboriginal communities;
- 4.8.3 the Council community;
- 4.8.4 Facility visitors (including to the Facility, participating in courses, or visiting the Open Space);
- 4.8.5 Friends of Warriparinga;
- 4.8.6 the Council staff and Elected Members; and
- 4.8.7 the State and Federal Government.

5. REPORTING TO THE COUNCIL

5.1 Quarterly Report

The Manager must maintain accurate information in respect of the Facility and must report the information to the Council on a quarterly basis at the WAT meeting and in accordance with the timeframes specified in the Payment Schedule, by way of a written report (**Quarterly Report**) that is to be provided in accordance with the relevant template provided in Annexure H, which includes:

- 5.1.1 a financial statement for the quarter that reflects actual performance for that quarter as compared to the Manager's budget and applicable commentary for any significant variances;
- 5.1.2 a Year-to-date Profit and Loss Statement that reflects actual performance year to date as compared to the Manager's budget and an updated forecast end of year position;
- 5.1.3 usage data for the Facility for the preceding quarter, including hours of use;
- 5.1.4 An updated copy of the feedback register (including all response actions on the part of the Manager);
- 5.1.5 All incidents under the *Work Health and Safety Act 2012 (SA)*;
- 5.1.6 The Manager's performance against the Key Performance Indicators.

5.2 Administration and Record Keeping

The Manager must maintain accurate information and records in respect of the Facility.

5.3 Annual Reports

By the 30 July each financial year during the Term and in accordance with the Payment Schedule, the Manager must provide the Council with an annual

report (**Annual Report**) which provides a consolidated report of the Manager's performance under this Agreement during the preceding 12 months, including a report on whether the Key Performance Indicators have been met. The Annual Report must be in the format of the template annual report as attached to this Agreement as Annexure H and must contain all information and data specified by the Council.

5.4 **Provision of Accounts**

During the Term, the Manager must provide the Council with quarterly financial reports regarding the financial sustainability of the Facility, and where reasonably requested by the Council, the Manager must provide the Council with copies of all relevant documents, records and explanations to substantiate the contents of its monthly reports.

5.5 **Audits**

The Manager must provide the Council a set of audited financial statements in respect of his management operation of the Facility for the preceding financial year prepared in accordance with usual accounting practices.

6. **REPAIR AND DECORATION OF THE FACILITY**

6.1 **General**

The Manager must ensure the Facility is:

6.1.1 kept in a clean and well maintained condition at all times; and

6.1.2 maintained in accordance with the Maintenance.

6.2 **Capital and Other Expenditure**

6.2.1 **General**

6.2.1.1 The Council will be responsible to carry out any structural or capital works to the Facility, whether required as maintenance or as part of capital expenditure to the Facility.

6.2.1.2 The Council will consult with the Manager and seek his consent, which consent must not be unreasonably withheld, to any plans or proposals for structural maintenance work or capital expenditure during the Term that it considers necessary at the Facility.

6.2.1.3 Notwithstanding clauses 6.2.1.1 and 6.2.1.2, the Manager will be responsible for any capital works to the Facility, in which the Manager considers are required to further the Manager's Principles and Objectives. Any such capital works must be approved by the Council in writing, which may be withheld at the Council's absolute discretion.

6.2.2 **Outdoor Seating**

Subject to the requirements of clause 6.2.1.2, the Council will provide external seating at the Open Space to a value of up to \$15,000 exclusive of GST within the 2021/2022 financial year.

6.2.3 **Coach House**

Subject to the requirements of clause 6.2.1.2, the Council will redevelop the Coach House to be used as a class room, at a time determined by the Council, at the Council's cost in all things.

7. **THE FACILITY**

7.1 The Council may instruct the Manager to close the Facility for reasons of:

- 7.1.1 maintenance of the Facility;
- 7.1.2 capital works to the Facility;
- 7.1.3 safety; and/or
- 7.1.4 any Statutory Requirements.

8. **WARRIPARINGA ADVISORY TEAM**

8.1 **General**

- 8.1.1 A Warriparinga Advisory Team (**WAT**) shall be formed and comprise four independent members. The WAT will be responsible for helping and supporting the delivery of this Agreement.
- 8.1.2 Each party shall be responsible for remunerating its own representatives.
- 8.1.3 This is an advisory function only and not a decision making body.
- 8.1.4 A quorum of the WAT is defined as three people.
- 8.1.5 A decision to continue with the WAT will be made in year three of the Term and when considering the extension of the Agreement in accordance with clause 2.2.2.

8.2 **Membership**

- 8.2.1 The WAT will consist of:
 - 8.2.1.1 Two Council nominated members; and
 - 8.2.1.2 Two Manager nominated members.
- 8.2.2 Council staff, Elected Members, the Manager and the Manager's Staff are not permitted to be members of the WAT.
- 8.2.3 The Chair of the WAT will be determined by the WAT. This Chair is one of the four members and not an additional member.

8.3 **Governance Structure**

The Chair shall forward the agenda and papers to WAT members at least five (5) working days prior to a meeting being held, and minutes no later than seven (7) days following the meeting. Minutes will record actions arising from the meeting and will allocate the person(s) responsible for each action and timelines for completion.

8.4 Meeting Procedures and Protocols

- 8.4.1 The WAT shall meet four times a year (quarterly) (or more frequently by decision of the WAT or by the Chairperson). Meetings shall only be held when at least three (3) members are present.
- 8.4.2 WAT meetings will include reporting and oversight of the following:
 - 8.4.2.1 this Agreement;
 - 8.4.2.2 performance against this Agreement, including progress against KPIs;
 - 8.4.2.3 finances;
 - 8.4.2.4 risk management;
 - 8.4.2.5 health and safety;
 - 8.4.2.6 human resources;
 - 8.4.2.7 operational matters;
 - 8.4.2.8 new business opportunities; and
 - 8.4.2.9 other business as required.
- 8.4.3 At each meeting, the following values, principles and protocols shall be adhered to:
 - 8.4.3.1 respecting and valuing diversity of opinions and culture;
 - 8.4.3.2 honesty, trust and openness;
 - 8.4.3.3 being concise, to the point and having a workable time structure;
 - 8.4.3.4 being accountable and responsible;
 - 8.4.3.5 maintaining confidentiality of matters;
 - 8.4.3.6 disclosure of any pecuniary interests; and
 - 8.4.3.7 coming to agreement by consensus.

8.5 Communication and Reporting Mechanisms

- 8.5.1 Communication to WAT members shall be via email.
- 8.5.2 The Manager's representatives shall report to the relevant Kaurua stakeholders as required.
- 8.5.3 Council representatives shall report to Council's Executive Leadership Team (ELT) and Elected Members as required.

9. FRIENDS OF WARRIPARINGA

- 9.1 The Council has had a long-term relationship with Friends of Warriparinga Inc (**FOW**), a community based group of volunteers which since 1991 has been devoted to the development and protection of the natural vegetation along the Sturt River in the Warriparinga site. This stretch of river is the only remaining piece of natural river course on the Adelaide plains. FOW also looks after the Fairford House gardens, while the Council has been responsible for the overall site, lawns and vines.
- 9.2 Wherever possible, FOW has consulted with Kurna representative organisations to ensure its activities support the Facility and Kurna heritage, and it is keen to continue to collaborate with the Manager to protect the heritage of the River and the Kurna people.
- 9.3 Without derogating from any other provision herein, the Manager expressly agrees that during the Term, FOW will continue to be provided at no charge with:
 - 9.3.1 a suitable office within Fairford House for its records and meetings, to be determined between the parties in good faith;
 - 9.3.2 an appropriate storage facility for its equipment;
 - 9.3.3 use of a larger meeting room (up to six times per year) through the Manager's booking system; and
 - 9.3.4 input into developing FOW work programs which would assist FOW to support Kurna activities at the Facility and its surrounds.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Parties hereby acknowledge and agree that all Intellectual Property Rights created in relation to this Agreement during the Term, whether by the Manager or the Council will become the property of the Council immediately on their creation and unless specifically required by the Council to the contrary, the Manager is hereby granted an irrevocable and royalty free licence to use such Intellectual Property Rights during the Term for the purposes of providing Services.
- 10.2 The Council agrees that ownership of any Indigenous Cultural and Intellectual Property (ICIP) will remain with the relevant traditional owners of such ICIP. If the Manager's activities incorporate ICIP, the Council agrees to abide by Indigenous cultural protocols concerning the activities performed including by providing attribution to clans and groups, and consulting with relevant traditional owners if the materials are altered substantially.
- 10.3 For the purpose of clause 10.2, Indigenous Cultural and Intellectual Property (ICIP) includes but is not limited to, traditional knowledge and traditional cultural expression belonging to Indigenous Australian people – Aboriginal and Torres Strait Islander people.

11. INSURANCE

The Manager must, at his cost in all things, arrange and maintain during the Term, with a reputable insurance company acceptable to the Council, the insurance listed in this clause 11.

11.1 Return to Work Act

If relevant, the Manager must, during the Term, ensure that he is registered as an employer under the *Return to Work Act 2014* (SA) and must pay all monthly levies due pursuant to that Act or any other law in respect of the Employees.

11.2 Public Liability

The Manager must insure for public liability for an amount of not less than \$20,000,000 per occurrence and unlimited in the annual aggregate and note the Council's interest in the policy or policies. The Manager must also ensure that the policy or policies taken out in this regard include cover for indemnities given by the Manager to the Council hereunder as regards public liability and includes an endorsement acknowledging that special cover.

11.3 Contents Insurance

The Manager must effect his own contents insurance during the Term.

11.4 Insurance Policies

All insurances will be taken out with reputable insurance companies. Copies of policies and/or evidence of currency must be provided to the Council each time that the policies are renewed and upon request at any other time.

11.5 Not to Void Insurance Cover

Neither party will do anything, or fail to do anything, which does or may render any policy of insurance taken out by the other party void or unenforceable (whether in part or in whole).

11.6 Sublicensees and hirers

The Manager must ensure that all users of the Facility, including sublicensees and hirers, take out and maintain an appropriate level of public liability insurance on the same basis as the Manager is required to maintain such insurance pursuant to clause 11.2.

12. EMPLOYEES AND SUBCONTRACTORS**General**

- 12.1 The Manager must not assign or subcontract this Agreement or any right or obligation under it without the prior written consent of the Council, which may be granted or withheld in the Council's absolute discretion.
- 12.2 Unless otherwise agreed in writing by the Council, no such assignment or subcontract relieves the Manager from any liability under this Agreement or at Law in respect of the performance or purported performance of this Agreement and the Manager is responsible for the acts and omissions of any assignee or subcontractor or any assignee's or subcontractor's employees and agents as if they were the acts or omissions of the Manager.
- 12.3 The Manager must engage sufficient personnel (employees and subcontractors) to carry out the Services in accordance with this Agreement, and ensure that the Services are carried out by personnel who are properly trained, experienced and, if required by law, accredited to perform the Services.

- 12.4 The Manager will be responsible for the provision of the Services by such personnel (including its subcontractors) engaged by him and will not be relieved of his obligations or liabilities under this Agreement.
- 12.5 Without limiting the Manager's obligations under clause 4, the Manager must take all steps necessary to provide a safe system of work at the Facility and provide for and ensure the safety of all persons associated with the performance of the Services including the Council's employees and contractors that may enter upon the work-places operated by the Manager from time to time in connection with the performance of the Services.
- 12.6 The Manager will ensure that all of his employees and subcontractors:
- 12.6.1 conduct themselves in a friendly, courteous, civil and inoffensive manner;
 - 12.6.2 carry out their duties at all times with as little inconvenience and disturbance to others as possible, and without causing any nuisance.
- 12.7 The Manager is responsible for labour management and industrial relations in respect of the Services and accordingly:
- 12.7.1 the Council is not and will not be liable for the payment of any employee benefits for the Manager, including wages and salary, paid public holidays and sick leave, superannuation, superannuation guarantee, PAYE or other income taxes and other insurance or benefits arising out of or in connection with the activities of the Manager;
 - 12.7.2 the Council will not bear nor accept any additional costs as a result of the impact of any industrial dispute on the provision of the Services; and
 - 12.7.3 in the event of an industrial dispute, the Manager must take all reasonable steps to ensure where possible the continuation of the Services without adverse impact on the Council.
- 12.8 The Services must only be performed by the Manager and the Manager's Staff.
- 12.9 The Manager must obtain the Council's prior approval before permitting an employee to be part of the Manager's Staff or engaging a contractor. The Council's approval shall be made in the Council's sole and absolute discretion and may be withheld as the Council sees fit.
- 12.10 All Manager's Staff and approved subcontractors must have a current DHS/DCSI child- related employment check.

13. DAMAGE AND DESTRUCTION

If the Facility is damaged or destroyed as a consequence of some negligent act or omission on the part of the Manager or any of his servants or agents, then without limiting the rights and entitlements of the Council under this Agreement and at law, the Manager indemnifies the Council against all loss and damage suffered in consequence thereof.

14. ASSIGNMENT

- 14.1 The Manager must not assign the whole or any portion of his rights and obligations under this agreement unless he:
- 14.1.1 is not in breach of this Agreement;
 - 14.1.2 obtains the written consent of the Council, which consent must not be unreasonably withheld but which may be given subject to such conditions as the Council considers appropriate;
 - 14.1.3 ensures that the assignee agrees to be bound by all of the Manager's obligations under this agreement; and
 - 14.1.4 acknowledges that it remains bound by this agreement.
- 14.2 Where requested by the Council, the Manager must provide all such information as may be required by the Council, including, but not limited to, evidence that the proposed assignee will be capable of performing the obligations under this Agreement.

15. INDEMNITY AND EXCLUSION OF LIABILITY

- 15.1 The Manager must indemnify the Council and its employees, officers and organisations 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 Manager, a breach by the Manager of this Agreement, a wilful unlawful or negligent act or omission of the Manager, and any claim action or proceeding by a third party against the Council or its employees officers and organisations caused or contributed to by the Manager.
- 15.2 This indemnity is reduced by the extent to which the Council and/or its employees contribute to the event giving rise to the claim for the indemnity.
- 15.3 The Manager must perform the Services at his own risk in all things and releases the Council and its employees, officers, members and organisations from all claims, actions, proceedings, costs, expenses, losses, suffering, and liabilities incurred by the Manager or its employees, agents, subcontractors and third parties which arise from the performance of the Services, save and except to the extent that such a claim, is caused by or contributed to, by the Council and/or its employees.

16. NON PERFORMANCE BY THE MANAGER

If the Manager breaches a provision of this Agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so, the Council may:

- 16.1 suspend any or all payment of the Management Fee until the breach is remedied, and upon such remedy, all suspended amounts will be paid to the Manager; and/or
- 16.2 remedy the breach itself whether by the use of the Council's employees or other organisations and deduct the cost of remediation from the Management Fee; and/or
- 16.3 terminate this Agreement in accordance with clause 17; and/or

16.4 pursue any other legal remedies available to the Council.

17. TERMINATION

17.1 Termination by the Council

17.1.1 The Council may immediately terminate this Agreement by giving notice to the Manager if the Manager:

- 17.1.1.1 ceases to carry on business or becomes otherwise unable to perform his obligations under this Agreement; or
- 17.1.1.2 breaches a material or essential term of this Agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so; or
- 17.1.1.3 commits or permits to occur any breach or default in the due and punctual observance and performance of any of the terms of this Agreement, and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so; or
- 17.1.1.4 becomes an externally-administered body corporate or an insolvent under administration; or
- 17.1.1.5 in the reasonable opinion of the Council, is unable (other than causes beyond the reasonable control of the Manager) to manage the Facility within the parameters of this Agreement; or
- 17.1.1.6 fails to meet the Key Performance Indicators for a period exceeding 3 consecutive months; or
- 17.1.1.7 fails to provide any plans or reports to the Council in accordance with this Agreement.

17.2 Termination by the Manager

The Manager may immediately terminate this Agreement if the Council breaches a material term of this Agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

17.3 Termination on Notice

Either of the Council or the Manager may terminate this Agreement on provision of no less than 3 months' written notice on the other party.

17.4 Accrued rights and remedies

Termination of this Agreement under this clause does not affect any accrued rights or remedies of either party.

18. EXEMPTION FROM LEASES ACT

18.1 The parties acknowledge and agree that it is intended that the provisions of the *Retail and Commercial Leases Act 1995* (SA) (**Leases Act**) do not apply to this Agreement.

18.2 To reinforce the intention of the parties, the parties further acknowledge and agree that as soon as reasonably practicable after execution of this Agreement, the Council and the Manager will jointly make an application pursuant to Section 77 of the Leases Act for an exemption from the application of all of the provisions of this Agreement.

18.3 All costs incurred pursuant to this clause 18 will be borne by the Council.

19. **HANDOVER OF THE FACILITY**

19.1 Within four (4) weeks prior to the expiry of the Term (or immediately following the earlier termination of this Agreement), the Manager will:

19.1.1 thoroughly clean all surfaces of the Facility;

19.1.2 fumigate the Facility to eradicate vermin, insects and other pests;

19.1.3 remove and reinstate any alterations or additions made to the Facility by the Manager;

19.1.4 hand over vacant possession of the Facility in the same condition as at the Commencement Date (fair wear and tear excepted); and

19.1.5 hand over to the Council all keys and other security devices for the Facility which the Manager has in his possession or control.

19.2 If at the time that possession of the Facility is given back to the Council, the Manager has not complied with all or any of his obligations under this clause 19, the Manager will not be relieved of his obligation to comply with those requirements, or to compensate the Council for failure to do so, by reason of the fact that the Council has accepted or taken possession of the Facility.

19.3 If, when this Agreement comes to an end, the Manager leaves any goods or equipment at the Facility after twenty eight (28) days have elapsed since the Agreement came to an end, then the Council will be entitled to deal with and dispose of those goods or equipment in its discretion.

19.4 The Council will not be under any obligation to pay the Manager any final instalment of the Management Fee (if any) until the Manager has complied with his obligations in accordance with this clause 19 to the Council's reasonable satisfaction.

20. **CONFIDENTIAL INFORMATION**

20.1 Each of the parties 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 whatsoever, except for the purposes of and in the manner contemplated by this Agreement, and agrees that it will:

20.1.1 keep confidential;

20.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

20.1.3 maintain proper and secure custody of; and

20.1.4 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 the written consent of the other party or as required by law or the terms of this Agreement.

21. **NO PARTNERSHIP OR AGENCY**

The parties acknowledge and declare that:

- 21.1 they are not in partnership;
- 21.2 no agency relationship is created; and
- 21.3 the Manager will operate and manage the Facility as an independent contractor and that there will be no employment relationship between the Council and any employees, subcontractors or others engaged by the Manager in connection with the management and operation of the Facility.

22. **SPECIAL CONDITIONS**

The Special Conditions take precedence in the event of any inconsistency between the Special Conditions and the terms of this Agreement.

23. **GENERAL**

23.1 **Co-operation and Good Faith**

The parties will liaise and consult, and deal with each other in good faith and generally cooperate with each other with a view to ensuring that the requirements and objectives of this Agreement are fulfilled in all respects.

23.2 **Costs**

The parties will bear their own costs of and in connection with preparation, negotiation and finalisation of this Agreement.

23.3 **Notices**

23.3.1 Any notice required or permitted to be given or served under this Agreement must be in writing and will, without prejudice to any other mode of service, be treated as being duly given or served if it is:

23.3.1.1 left at the recipient party's address;

23.3.1.2 sent by pre-paid mail to the recipient party's address (in which case it will be deemed to have been given three (3) business days after the date on which it was posted); or

23.3.1.3 sent by electronic mail to the recipient party's address.

23.3.2 For the purposes of this a reference to an address means the party's principal and current business address which in the absence of notice to the contrary is deemed to be the address stated herein.

23.3.3 For the purposes of this clause, notice and correspondence, must, in the first instance be provided to:

23.3.3.1 for the Manager:

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Corey Turner – General Manager
(c.turnerkaurna@gmail.com); and

23.3.3.2 For the Council:

Geoff Norris – Unit Manager Land and Property
(geoff.norris@marion.sa.gov.au); or

Tony Lines – General Manager City Services
(tony.lines@marion.sa.gov.au)

23.4 Variations

No variation or waiver of, or any consent to any departure by either party from, a provision of this Agreement is of any force or effect unless it is confirmed in writing, signed by the parties and then that variation, waiver or consent is effective only to the extent to which it is made or given.

23.5 Waiver

The failure, delay, relaxation, or indulgence on the part of either party in exercising any power or right conferred upon that party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement.

23.6 Entire Agreement

This Agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms or conditions of any nature not contained and recorded herein will be of any force or effect.

23.7 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with their terms.

23.8 Marketing

- 23.8.1 The Manager will be responsible for all marketing and promotional materials for the Facility and events to be held at the Facility, including social media marketing.
- 23.8.2 The Manager must submit a marketing and promotions plan for the Facility within one month of the date of this Agreement, which must be approved by the Council within 20 business days of its receipt.
- 23.8.3 The Facility is to be co-branded with the Council and the Manager must comply with any of the Council's policies and reasonable directions regarding the use of the Council's logo or other promotional material.
- 23.8.4 No statements regarding the Facility and/ or events at the Facility are to be made by either party to any news platform without the approval of the Chief Executive Officer of the Council.

- 23.8.5 All public statements regarding the Facility and this Agreement must generate trust and confidence in the Council and the Facility.
- 23.8.6 The Manager will ensure that culturally appropriate and culturally accurate content must be communicated from the Facility at all times.
- 23.8.7 Should a name change be considered for Facility, therefore its brand, this will require community consultation; and final approval by the Council and Kurna Yerta Aboriginal Corporation.

24. DISPUTE RESOLUTION

24.1 General

- 24.1.1 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.
- 24.1.2 A party claiming that a dispute has arisen under this Agreement must give written notice to the other party specifying the nature and details of the dispute.
- 24.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.
- 24.1.4 If the parties are unable to resolve the dispute within ten (10) business days, they must promptly refer the dispute:
 - 24.1.4.1 in the case of the Council, to the Chief Executive Officer; and
 - 24.1.4.2 in the case of the Manager, the Manager.
- 24.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

24.2 Mediation

- 24.2.1 If those persons are unable to resolve the dispute within ten (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:
 - 24.2.1.1 a mediator agreed by the parties; or
 - 24.2.1.2 if the parties are unable to agree a mediator within five (5) business days, a mediator nominated by the President of the Law Society or the President's nominee.
- 24.2.2 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.
- 24.2.3 Any information or documents disclosed by a party under this clause:
 - 24.2.3.1 must be kept confidential; and
 - 24.2.3.2 may not be used except to attempt to resolve the dispute.

- 24.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

24.3 Arbitration

- 24.3.1 If the dispute is not resolved within thirty (30) business days of appointment of the mediator, a party may refer the dispute to:
- 24.3.1.1 an arbitrator agreed by the parties; or
 - 24.3.1.2 if the parties are unable to agree an arbitrator within five (5) business days, an arbitrator nominated by the Chairperson of the South Australian Chapter of The Institute of Arbitrators and Mediators Australia or the Chairperson's nominee.
- 24.3.2 A referral to arbitration is a submission to arbitration within the meaning of the *Commercial Arbitration Act 2011 (SA)*.
- 24.3.3 The party serving the notice of arbitration must lodge with the arbitrator a security deposit for the cost of the arbitration proceedings.
- 24.3.4 The arbitrator may determine the amount of costs, how costs are to be apportioned and by whom they must be paid.

24.4 Performance

If possible, each party must perform its obligations under this Agreement during negotiations, mediation and arbitration proceedings.

25. GST

- 25.1 Unless otherwise provided, all amounts specified in this Agreement are expressed to be exclusive of GST.
- 25.2 If GST applies to any Supply made by either party under or in connection to this Agreement, the consideration (or payment) provided or to be provided for that Supply will, upon production by the Supplier of an appropriate tax invoice, be increased by an amount equal to the GST liability properly incurred by the party making Supply.
- 25.3 Each party here warrants that at the time any Supply is made under this Agreement on which GST is imposed they are or will be registered under the GST Law. If the other party requests written evidence and registration, the first party will properly produce evidence satisfactory to the other party of such registration.

26. FORCE MAJEURE

- 26.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this Agreement:
- 26.1.1 neither party is liable for such delay or failure; and
 - 26.1.2 all obligations of a party under this Agreement are suspended until the Force Majeure Event ceases to apply.
- 26.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Agreement must:

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- 26.2.1 notify the other party as soon as possible giving:
 - 26.2.1.1 reasonably full particulars of the Force Majeure Event;
 - 26.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
 - 26.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
- 26.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
- 26.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
- 26.2.4 notify the other party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
- 26.2.5 notify the other party when resumption of performance occurs.
- 26.3 If a delay or failure under this clause exceeds 60 days, the Council may immediately terminate this Agreement by written notice to the Manager (**Termination Date**).
- 26.4 In such circumstances:
 - 26.4.1 the Council remains liable to pay the Manager any unpaid portion of the Management Fee already due and owing;
 - 26.4.2 within twenty (20) Business Days of the Termination Date the Contractor must give the Council invoice:
 - 26.4.2.1 for any relevant portion of the Management Fee due and payable up to and including the Termination Date and not the subject of a prior payment claim; plus
 - 26.4.2.2 for reasonable and substantiated direct costs or expenses (net of GST input tax credits) the Manager incurred as the result of the Council terminating the Agreement under this clause 17 and not reasonably able of being put to alternate use.
 - 26.4.3 The Council will not otherwise be liable to the Manager for any cost, loss, expense or damage incurred by the Manager in connection with the exercise by the Council of its rights under clause 26 including, without limitation, any claim relating to loss of anticipated profits or unperformed Services.
- 26.5 In this clause 26 **Force Majeure Event** means an unforeseeable and unknown event occurring after the Commencement Date beyond the reasonable control of the parties which precludes a party from performing on time an obligation under this Agreement. Such circumstances include:
 - 26.5.1 acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;

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- 26.5.2 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;
- 26.5.3 a pandemic is declared by a Governmental Agency and measures are implemented by a Governmental Agency to address the pandemic; and/or
- 26.5.4 a suspension or termination of services is necessitated by a legislative requirement or is ordered by a Governmental Agency;

but does **not** include any event or circumstance which the Manager ought to have reasonably foreseen, particularly in light of any conditions that existed as at the Commencement Date.

EXECUTED as an agreement.

**Signed for THE CORPORATION OF
THE CITY OF MARION** by its authorised
delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

.....
Position of authorised delegate

**Signed by Corey Turner (trading as
Southern Cultural Immersion)** in the
presence of:

.....
Signature of witness

.....
Corey Turner (trading as Southern Cultural
Immersion)

.....
Name of witness (print)

Annexure A Key Performance Indicators

	Agreed KPI	Baseline & Measurement Tool	Agreed Target	How will this be measured?
1	Number of WAT Meetings Held	N/A	4 per year	Diary dates
2	WAT Reporting is on time	N/A	As per the list of items within the agreement	Minutes, Agendas and action register of each meeting
3	Grow the number of people attending programs and events	6500 via Programs (conservatively) 2000 via events	Year 1 – 8,500 people Year 2 - 9,000 people Year 3 - 9,500 people	Program records
4	Percentage of operating surplus paid to Kaurna Community Trust paid.	N/A	3 - 5% of net surplus provided each year	Record
5	Opening Hours meet the needs of users	9 – 5 PM, Monday to Friday Saturdays – one morning a month events – as required	Minimum of 40 hours per week over a minimum of four business days	Record
6	Customers experience a high level of service	Average of 9 out of 10 via survey monkey	Year 1 – Average 8 out of 10 Year 2 – Average 8.5 out of 10 Year 3 – Average 9 out of 10	Survey Monkey
7	Grow the event program offering of the Facility year on year	2 events per year	Year 1 – 2 events Year 2 – 4 events Year 3 – 6 events	Records
8	Increase user charges revenue by 10% each year	\$76,000	Year One - \$76,000 Year Two - \$84,000 Year 3 - \$92,000	Records

1. For the purposes of the Key Performance Indicators:
 - 1.1 'baseline' is defined as the average of the past three years;
 - 1.2 'programs' is defined as activities at the site that can host up to 100 people; and
 - 1.3 'events' is defined as activities at the site that can host over 100 people.

Annexure B Maintenance Schedule

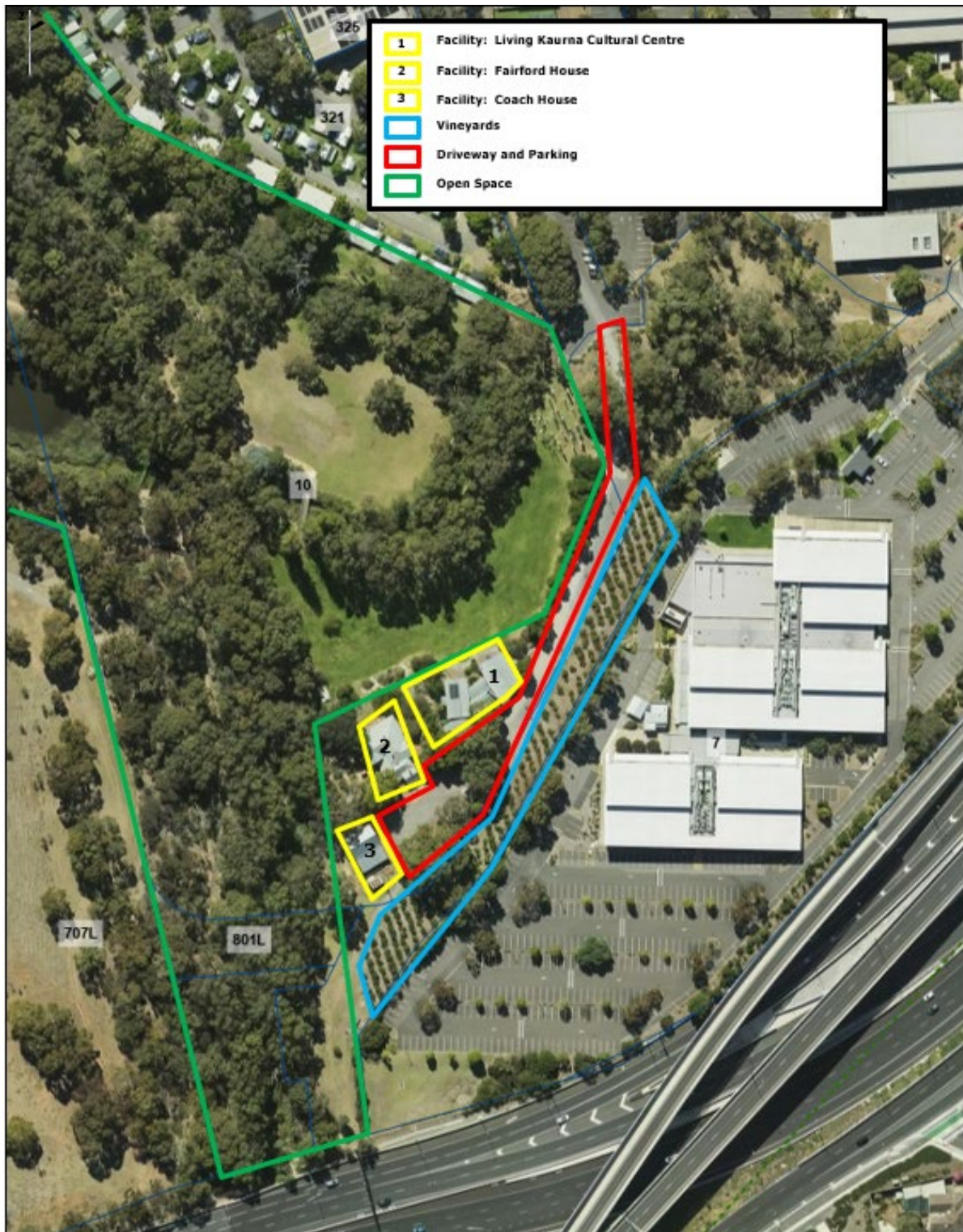
1. During the Term, the Council will be responsible for the maintenance of following items:

- air conditioning;
- electrical;
- external graffiti;
- facility security;
- fire protection;
- general repairs;
- maintenance of bores and irrigation systems;
- maintenance of pathways, benches, fencing and bridges;
- maintenance of public art (including tjirbruke gateway, murals on expressway bridge, sturt river signage);
- mowing of grassed areas;
- mulching, brush-cutting, weed control, and tree trimming;
- painting;
- plumbing;
- pruning of heritage vines; and
- waste.

2. The Manager will be responsible for, at his sole cost in all things:

- advertisements and marketing;
- catering supplies;
- electricity charges;
- gas charges;
- goods for resale;
- IT and internet services;
- kitchen supplies;
- office equipment;
- office stationery and supplies;
- other related expenses incurred through service activity
- photocopier charges;
- postage / couriers;
- program;
- SA Water charges
- safety clothing and supplies;
- signs;
- telephone calls; and
- travel.

Annexure C Plan



City of Marion Web Map – Warriparinga Site

**Disclaimer**

While every effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions. Property boundary line network data is supplied by [LRS](#)

About this Document

This map has been created for the purpose of showing basic locality information and is a representation of the data currently held by The City of Marion. This information is provided for private use only.

Created by [SWS 000045](#)

08/05/2021 12:02 PM

Coordinate System:

WGS 1984 Web Mercator Auxiliary Sphere

Scale: 1:2,257

Annexure D Special Conditions**1. Facility Equipment**

- 1.1 The Council must allow the Manager to use any of the Council's equipment that is at the Facility at the date of this Agreement, which includes, but is not limited to:
- 1.1.1 chairs;
 - 1.1.2 computers;
 - 1.1.3 fridges;
 - 1.1.4 kettles;
 - 1.1.5 phones and headsets;
 - 1.1.6 power boards;
 - 1.1.7 tables;
 - 1.1.8 urns; and
 - 1.1.9 whiteboards.
- 1.2 Any of the Council's equipment that is used by the Manager during the Term must be returned to the Council at the expiry of this Agreement.
- 1.3 Any of the Council's equipment that is damaged or broken by the Manager during the Term, however so caused, must be replaced by the Manager to the same or higher standard or quality (as applicable) at his sole cost in all things.
- 1.4 As at March 2021, the following items and equipment are located at the Facility:

Asset Area	Estimated Value	Comments
Art in Art Gallery	Nil	Artists have consignment agreements with the City of Marion. New agreements are to be made with artists.
Artefacts and Artworks owned		No value calculated at this stage.
Building Fixtures	\$ 27,528.00	
Coach House heritage artefacts		No value calculated at this stage
Equipment	\$ 22,863.00	Electrical equipment (computers, AV, etc.)
Fairford Back Garden	\$ 13,300.00	Gardening equipment and supplies
Fairford House Artefacts		No value calculated at this stage
Fairford House Building Fixtures	\$ 6,500.00	
Fairford House Equipment	\$ 16,879.00	Electrical equipment (computers, etc.)
Fairford House Furniture	\$ 15,150.00	

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Asset Area	Estimated Value	Comments
Furniture	\$ 28,635.00	
Gallery Fittings and Fixtures	\$ 13,540.00	

2. Signs

2.1 The Manager must not place any permanent signs or advertisement on the outside or inside (if they can be seen from outside) of the Facility, except a sign or advertisement which:

2.1.1 is approved by Council; and

2.1.2 complies with any relevant Statutory Requirements.

2.2 The Manager is prohibited from placing any political sign or advertisement on the outside or the inside of the Premises.

3. Liquor Licence

3.1 Council consent

The Manager must not sell or supply alcohol, or allow alcohol to be consumed, on the Facility without the Council's consent and, if required, a liquor licence under the *Liquor Licensing Act 1997*(SA).

3.2 Application for liquor licence

3.3 If the Council consents to the sale, supply or consumption of alcohol on the Facility, if required the Manager must:

3.3.1 obtain a liquor licence (**Liquor Licence**) under the *Liquor Licensing Act 1997* (**Licensing Act**); and

3.3.2 obtain all other licences, approvals, consents and renewals as may be necessary.

3.4 Maintenance of Liquor Licence

The Manager must comply with all requirements of the Licensing Act and the conditions of the Liquor Licence at all times.

3.5 Variation of Liquor Licence

The Manager must not make any application for a variation of the Liquor Licence or its conditions without the prior written consent of the Council.

3.6 Surrender of Liquor Licence

Upon expiration or sooner termination of this Agreement the Manager must surrender or transfer the Liquor Licence, as determined by the Council (unless otherwise agreed with the Council).

4. Gaming Machines

The Manager must not install or operate gaming machines in the Facility without the Council's consent.

Annexure E Relationship of the parties

1. Background

Warriparinga, located on the Sturt River at Bedford Park, is an important cultural heritage site in the City of Marion where Aboriginal and early European heritage sit side by side. For the Kurna people of the Adelaide Plains, this site is a traditional ceremonial meeting place still used today.

Warriparinga is also an important part of the Tjirbruke Dreaming. As a place of spiritual and cultural significance, many Kurna people liken its importance to the Kurna community to a Western cathedral or church, Eastern temple or Islamic mosque.

The site is also one of the last intact examples of an early European settlement and land use surviving within metropolitan Adelaide, demonstrating early buildings, a relatively unchanged river, and a historic horticultural and garden setting. Fairford House, dating back to 1843, and the associated out-buildings are significant as a rare example of a building complex having a long association with a single family. The Laffer family acquired the property in 1876 and it remained in the family for 112 years. The original South Road ford crossing, just south west of the Coach House, gave its name to the homestead.

The Living Kurna Cultural Centre was built at Warriparinga in 2001 as a result of Council working with the Kurna community and attracting Commonwealth Centenary of Federation Funding for this purpose.

2. Parties to this Agreement Southern Cultural Immersion (Manager)

The Manager is an Aboriginal business that has been operating since 2019 and is owned and operated by Kurna man, Corey Turner. The Manager strives to promote and nurture reconciliation and cultural respect towards the First Nations People within Australia. Working in partnership with local and state government, government agencies, community groups, the corporate sector and individuals the Manager's goal is to create positive outcomes and a shared vision for a reconciled Australia for the future.

Cultural training, community engagement, art and cultural workshops and cultural tours are all part of the broad portfolio of services that SCI offers.

3. The City of Marion (Council)

The Council is a local government body in the southern suburbs of Adelaide, South Australia. Council delivers on the Community Vision, *Towards 2040*, which has six themes to guide it towards a community that is Liveable, Prosperous, Valuing Nature, Engaged, Connected and Innovative.

Council's Business Plan explains the projects and programs it will deliver. These actions will assist it to deliver on the six themes of the Community Vision. The operations at Warriparinga form part of this Business Plan.

The Kurna people and Council have an ongoing collaborative relationship developed over a number of years through the development and operation of Warriparinga and the Facility and Council's Reconciliation Action Plans (2013-2014, 2014-2015, 2016-2019, 2020-2024).

Annexure F Principles and Objectives

Principles

Warriparinga and the Facility are places where:

- **Kaurna can practice culture** – a place for Kaurna to remember and renew Kaurna cultural and spiritual practices, care for country, revive language, link to dreaming stories, perform ongoing ceremony and heal through cultural practices.
- **Kaurna can practice business** – a place where employment, training and business enterprise opportunities are developed for the empowerment and economic prosperity of the Kaurna people and other Aboriginal people.
- **People can come to meet and share with Kaurna** – a place where respect for and recognition of Kaurna culture is developed, the wider community come to learn about Kaurna and other Aboriginal cultures, the history of the site (both Kaurna and early European) is celebrated, and community ties between Aboriginal and non-Aboriginal people are strengthened.
- **Open Space / Outdoor events can be held** - a place that will be clearly identified as a leading venue for outdoor events, performances and acts. A space where people from all walks of life can enjoy the performing arts of Aboriginal and non-Aboriginal culture, both under the stars or the light of day. Community can engage with the Open Space, wetlands, river and surroundings at all times.

Objectives

The objectives of the Facility, since inception, are:

1. **Cultural and Social:**
 - 1.1 Providing a place for spiritual renewal;
 - 1.2 Cultural renewal, ceremony, celebration and ritual gathering for the Kaurna people;
 - 1.3 A place for Kaurna people to undertake business in an environment with cultural connection;
 - 1.4 All Indigenous peoples and community are able to enjoy the Facility;
 - 1.5 Providing public open space which meets Council's open space policies and provides a welcoming environment to all public at all times.
2. **Educational and Environmental**
 - 2.1 Becoming a learning place for Kaurna people and future generations and revive traditional practices in customs, arts, history and language;
 - 2.2 Develop Kaurna people management skills and encourage self-determination, self-esteem and independence;
 - 2.3 Develop program of Aboriginal and European cultural activities that promote the historical and cultural significance of the Facility;
 - 2.4 Offer opportunities for environmental studies, research and monitory projects; and
 - 2.5 Restore the Kaurna and European horticultural heritage and ensure environmental best practices are implemented on Facility.
3. **Commercial and Financial:**
 - 3.1 To maximise the revenue potential of the Facility;
 - 3.2 Develop unique and authentic programs and product lines and package/promote the products commercially;

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- 3.3 Provide training, employment and business enterprise opportunities for the empowerment and economic development of the Kaurua people; and
- 3.4 Seek assistance (financial, goods or expertise) from outside organisations to enhance the development of the Facility.

Annexure G Payment Schedule

Payment #	Year	Payment Date	Condition and Template	Payment Purpose	Value of Milestone Payments
Year One -					
1		30-Jul-21	Agreement Executed and Invoice	Upfront	\$ 50,000.00
2		30-Jul-21	Event and Marketing Fund	Upfront	\$ 25,000.00
3		30-Sep-21	Quarterly Report and Invoice	Payment Q1	\$ 35,000.00*
4		30-Dec-21	Quarterly Report and Invoice	Payment Q2	\$ 35,000.00
5		30-Mar-22	Quarterly Report and Invoice	Payment Q3	\$ 35,000.00
6		30-Jun-22	Quarterly Report and Invoice	Payment Q4	\$ 35,000.00
7		30-Jul-22	Annual Report and Invoice	Annual	\$ 35,000.00
				TOTAL	\$ 250,000.00
					<i>*pro rata from 19/7/21</i>
Year Two -					
8		30-Sep-22	Event and Marketing Fund	Upfront	\$ 20,000.00
9		30-Sep-22	Annual Report, Quarterly Report and Invoice	Payment Q1	\$ 55,000.00
10		30-Dec-22	Quarterly Report, Invoice and audited financial statement	Payment Q2	\$ 55,000.00
11		30-Mar-23	Quarterly Report and Invoice	Payment Q3	\$ 55,000.00
12		30-Jul-23	Annual Report and Invoice	Payment Q4	\$ 60,000.00
				TOTAL	\$ 245,000.00
Year Three -					
13		30-Sep-23	Event and Marketing Fund	Upfront	\$ 15,000.00
14		30-Sep-23	Annual Report, Quarterly Report and Invoice	Payment Q1	\$ 55,000.00
15		30-Dec-23	Quarterly Report, Invoice and annual financial statement	Payment Q2	\$ 55,000.00
16		30-Mar-24	Quarterly Report and Invoice	Payment Q3	\$ 55,000.00
17		30-Jul-24	Annual Report and Invoice	Payment Q4	\$ 60,000.00
				TOTAL	\$ 240,000.00

“Invoice” means the invoice issued by the Manager pursuant to clause 3.2.2.

Annexure H Reporting Templates

Quarterly Report Template

Name of Business	
Person Responsible	
Quarter	
Date of Report	
ABN	

- Executive Summary
- Performance against the service agreement, including progress against KPIs
- Financial Summary
- Risk management
- Health and Safety
- Operational matters (including program, staffing and subcontractors)
- New business opportunities
- Any significant changes in the state of affairs / future developments
- Any other business

Performance against the KPIs

	Agreed KPI	Q1	Q2	Q3	Q4
1	Number of WAT meetings held				
2	WAT reporting is on time				
4	Grow the number of people attending programs and events				
5	Percentage of operating surplus paid to Kaurua Community Trust paid.				
6	Opening Hours meet the needs of users				
7	Customers receive a high level of service.				
8	Grow the event program offering of the Facility year on year				
9	Increase revenue by 10% each year				

Comments about performance**Declaration and Signature**

I declare that:

- **I am authorised to lodge the report.**
- **The information contained is true and accurate.**

Signature	
Printed Name	
Position	
Date	
Day time telephone number	
Email address	

Annual Report Template

Name of Business	
Person Responsible	
Quarter	
Date of Report	
ABN	

1. An opening letter
2. Executive Summary
3. Highlights of the past year
4. Performance against the service agreement, including progress against KPIs
5. Financial Summary

Year	Income	Expenditure	Profit / Loss

6. Risk management
7. Health and Safety
8. Operational matters (including program, staffing and subcontractors)
9. New business opportunities
10. Any significant changes in the state of affairs / future developments
11. Any other business

Performance against the KPIs

	Agreed KPI	Year 1	Year 2	Year 3
1	Number of WAT meetings held			
2	WAT reporting is on time			
4	Grow the number of people attending programs and events			
5	Percentage of operating surplus paid to Kaurua Community Trust paid.			
6	Opening hours meet the needs of users			
7	Customers receive a quality experience.			
8	Grow the event program offering of the Facility year on year			
9	Increase revenue by 10% each year			

Declaration and Signature

I declare that:

- I am authorised to lodge the report.
- The information contained is true and accurate.

Signature	
Printed Name	
Position	
Date	
Day time telephone number	
Email address	

Annexure I Proposal
