



Shire of
Serpentine
Jarrahdale

SHIRE OF SERPENTINE JARRAHDAL

and

**JARRAHDAL COMMUNITY
COLLECTIVE**

PARTNERSHIP AGREEMENT

for the use of Bruno Gianatti Hall

Shire of Serpentine Jarrahdale
6 Paterson Street
Mundijong, WA 6123
info@sishire.wa.gov.au
Phone: (08) 9526 1111
Fax: (08) 9526 5441

This AGREEMENT is

BETWEEN

The Shire of Serpentine Jarrahdale (**Shire**)
of 6 Paterson Street, Mundijong, WA 6123

AND

Jarrahdale Community Collective Incorporated (**Group**)
of 8 Munro Street, Jarrahdale

Henceforth referred to as the Parties.

PURPOSE

This Agreement between the Shire of Serpentine Jarrahdale (Shire) and Jarrahdale Community Collective Incorporated (Group) provides the arrangements for the use of the Bruno Gianatti Hall located at 8 Munro Street, Jarrahdale.

The Group is a not-for-profit organisation under the *Associations Incorporation Act 2015* operating within the Shire of Serpentine Jarrahdale. The aim is to provide educational, charitable and social initiatives, and activities for the community living in Jarrahdale. These activities will be expedited through appropriate collaboration with the Shire, in line with this Agreement.

TERM

This Agreement commences on the date terms have been approved by Council being xxxx and expiring on xxxx plus a further term of 1 year expiring on xxxx (subject to Council endorsement of the 2020/21 evaluation report).

This aims to ensure the Agreement remains sustainable for both the Shire and the Group.

RELATIONSHIP BETWEEN THE PARTIES

This Agreement is a statement of the intentions of the Parties. Nothing contained or implied in this Agreement constitutes either Party as a partner, agent or representative of any other party, and no Party has the authority to bind any other Party in any way.

Consequently, this Agreement will not create any formal contractual relationship that is legally binding on one or more of the Parties, beyond what is specified in this document.

PUBLIC LIABILITY INSURANCE

The Group shall effect and keep current a Public Liability Insurance policy for an amount no less than the sum of twenty million dollars (\$20,000,000.00). A copy shall be provided to the Shire annually.

GROUP RESPONSIBILITIES

The Group shall adhere to the following responsibilities as outlined:

1. Ensures any advice, communication or request requiring action in accordance with this Partnership Agreement is done so with the express consent of the Group's President.
2. Provide the Shire with a proposed forward plan of programming annually in June each year, with proposed dates and activities to a total of 200 hours. The forward plan is to include the hours of use for the Small Multipurpose Room. For the avoidance of doubt, the Small Multipurpose Room has been identified in Annexure A and does not contribute towards the 200 hours.
3. The programming is to demonstrate its alignment to the Shire's Strategic Community Plan, with particular focus on the following core objectives and outcomes:
 - A connected, thriving, active and safe community.
 - A healthy, active, connected and inclusive community.
 - A recognised culture and heritage.
 - A safe place to live.
4. The Group acknowledges that any facility usage required by the Group outside of the 200 hours are to be paid for by the Group in accordance with the Shire's Schedule of Fees and Charges.
5. Further to the proposed annual forward plan for programming, the Group shall provide finalised quarterly programs as follows:

Quarter	Date	Term
First quarter	First Week June	July to September
Second quarter	First Week September	October to December
Third quarter	First Week December	January to March
Fourth quarter	First Week March	April to June

6. Within the programming, the Group shall provide a minimum of four social interaction activities/events per year of the Agreement.
7. Within the programming, the Group shall provide a minimum of one social interaction or skills-building program per week.
8. Provide the Shire a minimum of 3 weeks' notice to any change in finalised programming, acknowledging that any booking amendment will be subject to the availability of the space. Where notice cannot or is not given, the original booking is assumed to be included in the specified 200 hours.
9. Provide the Shire an annual post evaluation report by 15 January for the previous year of the Agreement, of all programs delivered. Including, but not limited to attendance numbers, feedback and engagement of community as comparable to Jarrahdale's demographics. The report must also include an outline of the Group's membership base (including numbers) and financial report.

10. Acknowledge the Partnership Agreement on relevant promotional collateral for programs and events.
11. Notify the Shire of any amendments or cancellations of the activities as they become known.
12. Work collaboratively to rearrange programming when required, particularly where this relates to ensuring availability of space for essential and/or ad-hoc services benefiting the Jarrahdale community.
13. Participate in regular meetings with the Shire to align and cross-promote activities and the Partnership Agreement.
14. Not use the Bruno Gianatti Hall for commercial or individual/personal gain as directed under the *Associations Incorporation Act 2015*.
15. The Group shall promptly pay when due all charges and expenses in respect to the use of the Small Meeting Room. Both water and electricity consumption shall be oncharged at 5.9% of the total respective invoices.
16. Ensure the provision and availability of the facility as a Welfare Centre for emergency purposes if or when required.
17. Shall manage removal of abandoned items or litter on the property.

SHIRE RESPONSIBILITIES

The Shire shall adhere to the following responsibilities as outlined:

1. Provide the Group use of the Small Meeting Room at a rate of \$1 (peppercorn) per annum.
2. Grant the Group use of the Small Meeting Room, seven days per week.
3. Provide the Group with 200 hours of the Hall, Kitchen and Multipurpose Room hire per 12 months.
4. Maintain Building Insurance, Building maintenance and cleaning of the Bruno Gianatti Hall.
5. Promote pre-determined activities undertaken through the Partnership Agreement via Facebook
6. Participate in regular meetings with the Group to align and cross-promote activities and the Partnership.
7. Reserve the forward plan dates provided by the Group in the relevant booking systems.
8. Coordinate bookings for additional (or amended) facility hire hours in line with finalised quarterly programs, assuming amendments are provided three weeks in advance and space is available.
9. Communicate in a timely manner any activities or issues that may impact on the delivery of the submitted program.
10. Work collaboratively to rearrange programming when required.
11. Notify the Group of any facility hires that may have an impact on the Group's programming as a courtesy, noting that the details of hirers cannot be provided without their express permission.
12. Ensure that any advice, communication or request requiring action in

accordance with this Partnership Agreement has the express consent of the Group's President.

KEY ANNUAL MANAGEMENT DATES

The Parties agree to provide the deliverables in accordance with the guidelines in *Table 1*.

Milestone/Deliverable	Responsible Party	Approximate Date
Plan of 2021/22 Program (proposed)	Group	1 June 2021
First Quarterly Program – July to September (finalised)	Group	7 June 2021
Annual Post Evaluation Report	Group	15 July 2021
Report to Council (for a further term)	Shire	August 2021 OCM
Second Quarterly program – October to December (finalised)	Group	6 September 2021
Third Quarterly Program – January to March	Group	5 December 2021
Fourth Quarterly Program – April to June	Group	7 March 2022

Table 1: Key Management Dates and Milestones

INDEMNITY

The Group is to indemnify and keep indemnified the Shire from and against all actions, claims, costs, proceedings, notices, losses and damages which may be brought against, incurred by, or suffered by the Shire in respect of any loss, injury or damage to the facility or sustained by any person.

DISPUTE RESOLUTION

The Group and the Shire will work cooperatively and constructively, and commit to regular consultation on the operation of this Agreement.

The Parties agree to raise any concerns or issues immediately. In the event of a dispute between Jarrahdale Community Collective and the Shire of Serpentine Jarrahdale concerning this Agreement. The affected Party shall provide the other Party written notice setting out the particulars of the dispute.

Each Party shall appoint a senior officer with authority to negotiate and reach settlement, and the parties' representatives shall personally meet within ten business days of the date of the receipt of the notice.

The Parties' representatives shall act in good faith, and use their best endeavours at all times to attempt to resolve the dispute.

RIGHT TO TERMINATE ON NOTICE

Notwithstanding any other provision of this Agreement, the Parties agree that either Party may terminate this Agreement within reason by providing three (3) months written notice to the other Party.

Upon the termination of the Agreement, the Group shall remove all of the Group's

property from the Bruno Gianatti Hall, and make good and restore any damage caused by such removal within 14 days. After this time, the Shire will arrange for storage of any of the Group's property with any costs incurred repayable by the Group.

NO FETTER

Notwithstanding anything contained within this Agreement, the Parties acknowledge that the Shire is a local government, established by the *Local Government Act 1995 (WA)*. In that capacity the Shire will be obliged to comply with statutory obligations imposed by law and the Shire will not be taken to be in default under this Agreement by performing its statutory obligations, or exercising its statutory discretions. Nor shall any provision of this Agreement fetter either Party in performing its statutory obligations or exercising any discretion under the law.

SIGNING PAGE

The following signatories acknowledge that they have reviewed and agree with the requirements specified in this Agreement and have the right to enter into this Agreement on behalf of their organisation as follows;

Stacey Holmwood
President – Jarrahdale Community Collective
Address:

Date: / /

Reza Rajafzadeh
Director of Infrastructure Services – Shire of Serpentine Jarrahdale
Address: 6 Paterson Street, Mundijong
Date: / /

Annexure 1 – Floor Plan

