

# Council Policy 5.1.14 - Community Contributions

<b>Responsible Directorate</b>	Community Services
<b>Responsible Business Unit/s</b>	Community Development
<b>Responsible Officer</b>	Manager Community Development
<b>Affected Business Units</b>	Community Development Operations Corporate Services Economic Development, Tourism and Marketing Corporate Communications

## Objective

The objective of this Policy is to outline the Shire of Serpentine Jarrahdale's principles relevant to Community Contributions:

- In-Kind
- Donations
- Sponsorships
- Fee Waivers and Reductions

To establish a transparent and coordinated approach to both incoming and outgoing Community Contributions of this nature.

## Scope

The Shire delivers a range of activities, programs and events that contribute to the vibrant cultural life of the Serpentine Jarrahdale community. Through incoming financial and in-kind Sponsorship or Donations, the Shire can enhance these activities, programs and events to provide a greater benefit to the community.

The Shire also provides outgoing Sponsorship and Donations to community organisations, groups and individuals for the benefit of the community.

All contributions articulated within this Policy are subject to the availability of funds. Any agreement regarding a contribution made or received by the Shire constitutes the entire arrangement between the parties, and no privileges for either party shall exist outside the agreement.

Community Contributions **will not** be considered for:

- a) Any activity, event or program that contravenes Council Policies;
- b) Bond charges associated with the use of Shire Facilities;
- c) Retrospective applications;
- d) Requests from non-resident individuals or organisations which do not directly service or represent the community of the Shire of Serpentine Jarrahdale;
- e) Any requests received within 10 working days of the event or hire;
- f) Requests from commercial organisations unless they clearly relate to community or not-for-profit projects and/or events occurring in, and directly serving the Shire of Serpentine Jarrahdale community;



- i) Requests from organisations who have notices from the Shire (or are involved with legal action) pertaining to outstanding debts of 30 days or more;
- j) State and Federal government organisations (unless the contribution is a donation made under the School Book Awards program or substantial benefit to the broad Shire of Serpentine Jarrahdale community is established).

This Policy excludes gifts given and received by the Shire.

This Policy also excludes grants given or received by the Shire (see Council Policy 5.1.7 - Community Funding)

## Policy

### Introduction

Community Contributions aim to provide assistance to individuals and incorporated local community groups that can deliver measureable benefits and outcomes in one or more of the following target areas:

- Community Development
- Sport and Recreation
- Economic Development
- Environment and Heritage
- Culture and the Arts
- Education and Leadership
- Health and Wellbeing
- Community Safety and Resilience

### Contribution Categories

#### In-kind Contribution

In-kind Contributions refer to the provision of Shire equipment, services or products free of charge. These contributions represent a cost to the Shire, however there is no set charge articulated within the Schedule of Fees and Charges.

*Examples of in-kind contributions include but are not limited to:*

- Use of equipment.
- Officer time.
- Engineered drawings.
- Project management.

In-kind contributions may be made by the Shire where there is a significant community benefit associated with the request, and a financial contribution does not represent best value for money or obtain the most desirable outcome.

#### Donations

Donations refer to the provision of cash or items of value, towards an initiative that aligns with key objectives with no return benefit expected.

#### **Outgoing Donations**

Assets or physical items to be donated to a third party are to follow Asset Disposal policies and practices.

*Acceptable donations to third parties*

It is preferable for organisations to request funding via a community grant process. However, it is acknowledged that in some instances a donation is a more appropriate contribution. These might include charity, community organisations, events or extraordinary crisis support. Donations are a direct, one-off contribution to the organisation or party and do not require an acquittal.

The donation may be used for general purposes or allocated to a specific activity to a maximum value of \$500 (ex GST).

*Examples of acceptable donation from the Shire may include, but not be limited to:*

- Registered community or charitable organisations seeking ad hoc or crisis funding.
- Event or activity that displays a strong and relevant benefit to the local community, but is unable to meet requirements for a community grant.

Whilst recognition is not expected, it may be requested if appropriate to the circumstances.

*Individuals*

The Shire offers two opportunities to assist individuals via a donation.

- **Sporting Travel Grant**  
Residents of the Shire are eligible for up to \$200 (ex GST) per person to assist with expenses associated with competing in a national or international sporting competition, where their participation has transpired via a formal selection process.  
Where more than three applications from a single team are received, the sum of \$500 (ex GST) will be donated to the whole team rather than the individuals.  
A maximum of one successful application per person per financial year is permitted.
- **Youth Leadership and Training**  
Residents of the Shire between the ages of 12 and 25 are eligible to receive up to \$200 (ex GST) per person towards costs associated with youth leadership and training opportunities.  
These donations are only available to participants. Coaches, support staff and chaperones are not eligible to apply.  
Only one successful application per person per financial year is permitted.

*Unacceptable donations to third parties*

Examples of unacceptable donation may include, but not be limited to:

- General funding request for donations relevant to staffing and administration costs i.e. the Shire will not cover the day-to-day operational expenses incurred by community organisations.
- To political parties or groups.
- To individuals for personal use that does not meet the criteria under acceptable donation to third parties.

***Incoming Donations***

All offers to donate or contribute to the Shire are to be made in writing to the Shire.

Incoming donations are to be approved in accordance with the following values:

<b>Value (ex GST)</b>	<b>Approving Officer</b>
Library Resources to max value \$1,000	Manager Library Services
Financial Value up to \$30,000	Director Community Services, Director Infrastructure Services or CEO



<b>Value (ex GST)</b>	<b>Approving Officer</b>
Financial Value \$30,001 - \$100,000	Chief Executive Officer

All donations over the value of \$100,000 (ex GST) are to be approved by Council.

Shire Officers are to assess whether the donation can be used in the way the donor has requested prior to accepting the donation. This includes any public recognition or acknowledgment requested by the prospective donor.

Donations of public facilities or contributions towards public facilities can only be accepted where the donation is in the community's best interests. This should be guided by the Shire's:

- Adopted Strategic Community Plan.
- Relevant Land Management Plan/s for the public land on which the facility is to be located.
- Council's work program or priority list for that type of facility.
- Relevant Council policy and/or strategies that relates to the nature of the donation.

Items are to be assessed pertinent to ongoing costs and implications of owning the item prior to acceptance. This includes (but is not limited to) insurance and maintenance requirements, as all such costs will transfer to the Shire upon receipt of the article. Where it cannot be demonstrated that the Shire has the ability to meet ongoing costs, the donation is to be declined.

The Shire does not have deductible gift recipient (DGR) status. A receipt can be issued for financial contributions, but no tax deductible receipts will be issued to donors. Donors will need to seek independent financial advice regarding tax and GST implications.

#### *Acceptable donations to the Shire*

An acceptable donation is one deemed to represent an appropriate sum of money or in-kind items/goods/services from an external organisation for a project or activity that falls within the normal scope of Shire services.

The reasons for the donation need to be considered and assessed accordingly before acceptance, with the Shire to evaluate:

- Whether the donation is in the best interest of the public.
- Public accountability and perception towards the donation.
- Potential risks and potential benefits of the donation.

It is equally important that the entity making the donation is considered, and the entity makes clear the purpose of their donation.

Generally, conditional donations are only accepted where these conditions can be met within a three year period. Should it not be possible to fulfil the conditions of the donor at any time within the designated period, this will be disclosed as soon as it becomes apparent, at the earliest possible opportunity.

Any donations offered subject to indefinite conditions, or that must be sustained post a three year period are only considered by the CEO, by exception. Such donations would need to demonstrate a significant community benefit.

Examples of acceptable donations to the Shire (subject to any applicable Council Policy requirements) may include, but are not limited to:

- Financial donation, including offers of donation of, or towards, public facilities on public land or the purchase of land. Public facilities including buildings (kiosks, lights, shelters, sheds etc) and structures (benches, playground equipment, barbeques, walkways etc).



- Library resources which meet accepted public library standards for content and condition.
- Documents, photographs, memorabilia, artefacts, diaries and records of historical and/or cultural significance.
- Artworks created by local artists for display in public places or which record events or local cultural/historical significance.

#### *Unacceptable donations to the Shire*

Examples of unacceptable donation may include, but are not limited to:

- Artworks or other objects including books that are deemed to be offensive or inappropriate for other reasons.
- Books that are supplied in large quantities by publishers (where the provision of these books is not philanthropic, but for promotion or advertising).
- Financial donation that may infer excessive restrictions or exclusivity of use or benefit to only the donor or another individual or group.

#### **Sponsorship**

A sponsorship is a commercial arrangement in which a sponsor provides a financial contribution or in-kind support to an activity in return for certain specified benefits.

There are two components to sponsorship relevant to this policy. These are:

- Shire providing sponsorship to a community event, organisation or individual, either through the provision of financial; in-kind support; or both (outgoing Sponsorship).
- Shire receiving financial and/or in-kind support from a commercial or external organisation, in exchange for public recognition or association, to provide a facility or activity for the community (incoming Sponsorship).

Sponsorship does not include:

- Selling advertising space.
- Consultancies.
- Grants, including funding agreements and community grants.
- Gifts, donations, bequests or endowments.

Sponsorship is not philanthropic. Sponsors can expect to receive a reciprocal benefit beyond a modest acknowledgement.

All sponsorships (incoming and outgoing) are to be approved in accordance with the following values:

<b>Value (ex GST)</b>	<b>Approving Officer</b>
Up to \$30,000	Director Community Services, Director Infrastructure Services or CEO
\$30,001 - \$100,000	Chief Executive Officer

All sponsorships over the value of \$100,000 (ex GST) are to be approved by Council.

#### ***Outgoing Sponsorship***

The Shire may wish to undertake sponsorship of an event or activity that is organised or managed by an external organisation. The organisation/activity/event may be not-for-profit or commercial in nature.

The Shire may undertake a sponsorship of such an event if it has an expectation that it will receive agreed benefits that may include, though not limited to:



- Appropriate branding and profile raising opportunities;
- Ability to leverage support through community attendance or staging of display/complementary event where appropriate;
- Ability to reach traditional and non-traditional audiences; and
- Is seen to be supporting a worthwhile cause or activity within the community.

Sponsorship arrangements may require the acquittal of funds. In these circumstances, a satisfactory acquittal must be submitted within six months of the completion of the event, project or activity demonstrating how the funding was spent to achieve the agreed outcomes.

Failure to provide satisfactory acquittal will render the organisation ineligible for future sponsorships or community grants until such acquittal is provided to the satisfaction of the Shire.

Organisations are to apply for sponsorship in writing to the Shire. Sponsorship is only granted to suitable activities and acceptable recipients, in line with the target areas outlined in this policy.

#### *Acceptable sponsorships to third parties*

Activities suitable for granting sponsorship are generally non-core, non-operational activities relevant to the shire, including but not limited to:

- Festivals and events not coordinated by the Shire.
- Competitions or corporate activities/conferences that attract significant attention to the region.
- Community education activities.
- Conferences.
- Economic Development opportunities.

#### Benefits to the Shire for providing sponsorship

Demonstrated benefits to the Shire in return for sponsorship are to include one or more of the following:

- Opportunities to promote key messages, programs and activities of the Shire.
- Development or enhancement of key stakeholder relationships.
- Provision of immediate and/or sustained community benefit in accordance with Council's overall mission and desired outcomes.
- Connection with a reputable recipient could enhance Council's image and reputation.
- Facilitate community, cultural and economic development.

#### Benefits to a recipient of Shire sponsorship

Demonstrated benefits to the recipient receiving sponsorship may include one or all of the following:

- Building key relationships with government and community bodies.
- The delivery of activities that could not otherwise proceed or be undertaken to the same extent.
- Enhancing the recipient's image and reputation via connection with the Shire of Serpentine Jarrahdale.
- Achieve greater community awareness or public profile for the recipient.

#### ***Incoming Sponsorship***

The Shire of Serpentine Jarrahdale may consider opportunities to maximise returns from assets and develop new income streams through strategic corporate sponsorship with private organisations or service providers.



Any income or contra services obtained from sponsorship would go towards delivering or improving the services provided by the Shire of Serpentine Jarrahdale, or reducing the costs associated with that particular program or service.

New sponsorship arrangements with any business or individual that is currently tendering for work with the Shire of Serpentine Jarrahdale cannot be considered.

In a situation where a current supplier of goods or services seeks to undertake some kind of sponsorship, Officers involved in the procurement or contract management of that service are not to be involved in the sponsorship negotiations. Current or future sponsorship is not considered as part of any procurement criteria.

All incoming sponsorship arrangements approved by Council in excess of \$100,000 (ex GST) are to be described in the Shire of Serpentine Jarrahdale Annual Report.

#### *Acceptable sponsorships to the Shire*

The objectives and products of potential sponsors (including parent companies or subsidiaries) must not conflict with the values and the objectives of the Shire.

Activities suitable for achieving and granting sponsorship are generally activities that can be enhanced via additional contribution or support offered by external parties, including but not limited to:

- Festivals and events.
- Tourism and/or economic development opportunities.
- Shire buildings or major assets (e.g. naming rights), vehicles or minor assets on a case by case basis.

#### Benefits to a sponsor

The Shire of Serpentine Jarrahdale can recognise corporate sponsors in a number of ways.

The extent of such recognition is determined in relation to the level and nature of the sponsorship. Forms of benefits may include:

- Temporary signage.
- Media release and seeking of associated media or promotional opportunities including discounted or gratis advertising.
- Invitations to selected Shire or Council functions.
- Printing of the sponsor's name and logo in the Shire's external publications.
- Naming rights for an event, building, etc. for the term of the sponsorship.
- Award or trophy in the sponsor's name and publicly presented.
- Right to use the asset, service, event, name and logo, etc. in sponsor's advertising and sales promotion in a form to be mutually agreed.
- Event facilities, which may include hospitality, free preferential seats, event functions, award presentation, car parking, VIP functions, etc.
- Merchandising of goods at selected points of sale.
- Static display in the foyer of the Shire's Civic Centre or other Shire-owned facility in a form to be mutually agreed.
- Professional footage and photography of the asset, service, event, etc. for use by the sponsor in a form to be mutually agreed.
- Use of the asset or facility, subject to approval in each individual case, in static displays or for an activity of the sponsor when not required for Shire use.



- Opportunity for sponsor's name and/or logo to be promoted through appropriate general advertising by the Shire.
- Opportunity for the sponsor's name and/or logo to be promoted on the Shire's website and a link to be provided to the sponsor's website for a specified time period.

### Benefits to the Shire for accepting sponsorship

Benefits to the Shire in receiving sponsorship may include one or all of the following:

- Connection with a reputable sponsor to enhance the Shire's image and reputation.
- Enhance the Shire's ability to undertake beneficial non-core activities that could not otherwise be delivered or undertaken to the same extent.
- Reduce the cost of a particular event or activity, or enable it, to be expanded or enhanced to the overall benefit of the local community.
- Achieve greater community awareness or public profile for the Shire, or for a particular service, program or product, than may otherwise have been possible.

### *Unacceptable sponsorships to the Shire*

The Shire of Serpentine Jarrahdale will not enter into sponsorship agreements with organisations, companies, partnerships, or sole traders:

- Involved in the manufacture, distribution and wholesaling of tobacco and tobacco-related products.
- Involved in the manufacture, distribution and wholesaling of alcoholic products, where such sponsorship is relevant to services, programs or activities for youth and children.
- Involved in any illegal activities.
- Whose services or products are injurious to health, or are perceived to be in conflict with the Shire's policies and responsibilities to the community and do not support the goals of the Shire's Health and Wellbeing Strategy.
- Who are in legal conflict with the Shire.
- A sponsorship agreement should not impose or imply conditions that would limit, or appear to limit, the Shire's ability to carry out its functions fully and impartially. Activities where sponsor involvement could compromise or be seen to compromise Council's ability to exercise its role impartially on behalf of the community or could diminish the public's confidence are not suitable for sponsorship.
- Where the cost of managing and evaluating the sponsorship outweighs the dollar value of the sponsorship.
- The sponsorship conflicts or is seen to conflict with the objectives, policies and planning controls of the Shire.

### *Restrictions and considerations*

Where sponsorship involves a sponsor supplying a product:

- Commercial products or services associated with the sponsor, recipient or any third party are not to be publically endorsed outside of the agreed sponsorship activities.
- That product must still be evaluated for its fitness for purpose against objective criteria, relevant to needs.



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### **Community Fee Waivers and Fee Reductions**

The Shire owns and operates various facilities for casual, event and seasonal hire as a service provided to the community. A community group may apply for a reduction or a waiver of the applicable Fees and Charges for facility or reserve hire, (as detailed within the Council adopted Schedule of Fees and Charges), for events or casual bookings via a written request to the Shire articulating:

- The fees and correlating amount requested to be waived;
- A brief description of the community benefit of waiving fees;
- A brief description of the club benefit of waiving fees; and
- Current (or anticipated) membership and attendance numbers.

Applications for fee waivers or reductions relevant to Bond Charges are not considered.

Applications for fee waivers or reductions to government, corporate or commercial entities are not considered.

The Chief Executive Officer may, at his/her discretion, approve any application for Fee Waiver or Reductions up to the value of \$2,000 ex GST per group, per financial year.

### **Extenuating circumstances**

If an application for a contribution does not meet the required criteria, but is assessed as a case warranting further consideration, it will be forwarded to Council for determination.

### **Definitions**

**Conditional Donation** A donation offered, however subject to certain prescribed conditions by a donor.

**Community Group** Any group whose activities are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; but does not include schools or State or Federal Government agencies.

**Contra Arrangement** Arrangement between two parties who exchange goods or services without any cash changing hands. For example, a contra agreement with a media outlet could see a designated number of advertisements provided without the exchange of funds.

**Donation** Provision of cash or items of value towards an initiative that aligns with key objectives with no return benefit expected. An acquittal is not required.

**Fee Reduction** A fee or charge articulated within the Shire's Schedule of Fees and Charges (excludes rates concessions) that is formally reduced to a lesser amount, however still more than zero.

**Fee Waiver** A fee or charge articulated within the Shire's Schedule of Fees and Charges (excludes rates concessions) that is formally reduced to zero.

**In Kind Contribution** Provision of Shire equipment, services or products free of charge. In kind contributions represent a cost to the Shire, however there is no set amount articulated within the Schedule of Fees and Charges. For example, Officer time or use of plant and equipment.

**Local** Any community group which undertakes activities within the gazetted boundaries of the Shire of Serpentine Jarrahdale, and whose membership base is made up of more than 50% of members who live within the Shire of Serpentine Jarrahdale.

**Resident** Someone who can demonstrate their primary place of residence is located in the Shire of Serpentine Jarrahdale.



**Sponsorship** means a contribution of financial and / or in kind support, received or provided by the Shire in return for an expected benefit. An acquittal may or may not be required.

### **Legislation/Local Law Requirements**

Nil

<b>Office Use Only</b>				
<b>Relevant Delegations</b>				
<b>Council Adoption</b>	<b>Date</b>	18/02/2019	<b>Resolution #</b>	OCM031/02/19
<b>Reviewed/Modified</b>	<b>Date</b>	19/10/2020	<b>Resolution #</b>	OCM343/10/20
<b>Reviewed/Modified</b>	<b>Date</b>		<b>Resolution #</b>	