



THE COMMITTEE AGENDA & REPORTS

for the meeting

Tuesday 1 June 2021
at 6:30 pm

in the Colonel Light Room
Adelaide Town Hall

Members - The Right Honourable the Lord Mayor, Sandy Verschoor
Deputy Lord Mayor, Councillor Couros (Chair)
Councillors Abrahamzadeh, Donovan, Hou, Hyde, Khera, Knoll,
Mackie, Martin and Moran.

1. Acknowledgement of Country

At the opening of The Committee meeting, the Chair will state:

'Council acknowledges that we are meeting on traditional Country of the Kurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kurna people living today.

And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.'

2. Apologies and Leave of Absence

Nil

3. Confirmation of Minutes – 18/5/2021 [TC]

That the Minutes of the meeting of The Committee held on 18 May 2021, be taken as read and be confirmed as an accurate record of proceedings.

4. Presentations

Nil

5. All reports in this section will be presented to Council

All reports in this section will be presented to Council on 8 June 2021 for consideration and determination

Strategic Alignment – Thriving Communities

5.1 Toy Library [2021/00932] [Page 3]

5.2 Community Impact Grants and Strategic Partnerships Operating Guidelines [2020/00900] [Page 7]

5.3 Stretch Reconciliation Action Plan 2021-2024 (Final Endorsement) [2018/04431] [Page 31]

Strategic Alignment – Strong Economies

5.4 Quarterly Forward Procurement Report Q1 2021/2022 [2020/00150] [Page 54]

5.5 Rebuilding Adelaide's Night Life [2013/01378] [Page 59]

5.6 COVID-19 Financial Impact [2020/01920] [Page 64]

Strategic Alignment – Dynamic City Culture

5.7 Adelaide's Christmas Festival Action Plan 2021-2024 [2021/00590] [Page 68]

5.8 City Connector Promotion [2019/02429] [Page 88]

5.9 Heritage Incentives Scheme Allocation over \$50,000 [HIS/19/2021 & HIS/20/2021] [Page 93]

Strategic Alignment – Enabling Priorities

- 5.10 Rating Policy 2021-22 [2021/00122] [Page 98]
- 5.11 Adelaide Park Lands Regulations 2006 [2006/00219] [Page 113]
- 5.12 Adelaide Central Market Authority Charter Review [2016/03926] [Page 117]
- 5.13 Procurement Policy [20202/00313] [Page 195]

6. Exclusion of the Public

- 6.1. Exclusion of the Public to Consider in Confidence [2018/04291] [Page 214]:
 - 7.1 Cycling Infrastructure Opportunities [s 90(3) (g)]
 - 7.2 Contract Renewal - Christmas Decorations [s 90(3) (b) & (d)]
 - 7.3 Gawler Place Upark – Priority Works [s 90(3) (i)]

7. All reports in this section will be presented to Council in Confidence

All reports in this section will be presented to Council on 8 June 2021 for consideration and determination

Strategic Alignment – Thriving Communities

- 7.1 Cycling Infrastructure Opportunities [2016/02812] [Page 219]

Strategic Alignment – Strong Economies

- 7.2 Contract Renewal - Christmas Decorations [2019/01485] [Page 227]

Strategic Alignment – Enabling Priorities

- 7.3 Gawler Place Upark – Priority Works [T2018/0091] [Page 231]

8. Closure

Toy Library

ITEM 5.1 01/06/2021

The Committee

Strategic Alignment - Thriving Communities

Program Contact:

Christie Anthoney, Associate
Director, City Culture 8203 7444

2021/00932

Public

Approving Officer:

Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

This report has been prepared in response to Council's decision at its meeting on 13 April 2021 that Administration investigate and present option(s) on how a Toy Library can be delivered in the City of Adelaide.

The City of Adelaide Library and Community Centres recognise that children learn, explore, create and imagine through play. Specifically listening to and creating music helps children learn numeracy, literacy and emotional skills. As a UNESCO Creative City of Music, Council is committed to fostering a lifelong love for, and engagement with, music within our entire community through performance, education and participation.

It is proposed that a unique UNESCO City of Music focused Toy Library is established within the City of Adelaide Library and Community Centre Service.

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The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Approves capital funding of \$15,000 in the 2020/21 financial year to establish a unique Adelaide UNESCO City of Music focused Toy Library within the City of Adelaide Library and Community Centre Service.
 2. Approves the introduction of annual Toy Library membership fees:
 - 2.1. Toy Library Annual Membership of \$30.00 (inc GST)
 - 2.2. Toy Library Annual Concession of \$15.00 (inc GST)
 3. Approves funding of \$2,000 per annum to maintain and replenish the toy stock with the income from membership fees used to offset this expenditure.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Thriving Communities Community Centres and Library Services educate, engage and enable people to create, connect and be inspired through activities, programs, resources and spaces that support lifelong learning and community development.
Policy	Cultural Strategy 2017-2023: Adelaide UNESCO Creative City of Music fosters a lifelong love for, and engagement with, music within our entire community through performance, education and participation. Adelaide Library and Community Connection Action Plan delivers collections and resources that encourage curiosity and a sense of wonder; and enable STEAM to be explored.
Consultation	Not as a result of this report
Resource	Staff resourcing will be managed within existing capacity and through the recruitment of toy library specific volunteers.
Risk / Legal / Legislative	A Collection Management plan will be developed that will identify and mitigate any risks involved in the delivery of a toy library service.
Opportunities	Opportunity to build on Adelaide's UNESCO City of Music Designation. Increase the utilisation of community spaces and services for families in the City.
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	New funding of \$15,000 capital funding is requested for the purchase of Toys to establish the core collection and refurbishment and fit out of the space. Additional funding of \$2,000 per annum will be required to maintain and replenish the toy stock. Income from membership fees charged would offset this expenditure.
Life of Project, Service, Initiative or (Expectancy of) Asset	Average life expectancy of each toy is five years. It is expected that the Toy Library will become core business of the Library and Community Centre Service
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Additional funding of \$2,000 per annum will be required to maintain and replenish the toy stock. Income from membership fees charged would offset this expenditure.
Other Funding Sources	Income from membership fees charged to offset the future maintenance and replenishment of toy stock.

DISCUSSION

1. At the meeting of 13 April 2021, Council:
 - 1.1. Noted the absence of a toy library within the City of Adelaide.
 - 1.2. Noted the benefits of such a facility within the City of Adelaide.
 - 1.3. Requested for Administration to investigate and present options to Council on how such a facility can be delivered.
2. Toy Libraries are a valuable resource for families offering access to toys which enhance a child's development, imagination and skills.
3. Many local councils have toy libraries, including Unley, Burnside, West Torrens, Prospect, Tea Tree Gully and Salisbury.
4. Traditional toy libraries provide a broad range of developmental toys, puzzles, board games, sporting equipment, costumes and more.
5. Toy libraries are usually purpose built and require significant space and specially built storage to house the toys which include large items, such as tricycles.
6. Current Library and Community Centre facilities within City of Adelaide have limited space available for repurposing for a full-scale Toy Library.
7. Neighbouring Council Library and Community Centre services provide large scale purpose designed Toy Libraries which are open access and accessible for our residents.
8. Whilst the last census showed that there are 573 children (zero to four years of age) residing in the City of Adelaide, it is acknowledged that many city residents provide care for children visiting the city.
9. The City of Adelaide Library and Community Centres recognise that children learn, explore, create and imagine through play. Specifically, listening to and creating music helps children learn numeracy, literacy and emotional skills.
10. As a UNESCO Creative City of Music we are committed to fostering a lifelong love for, and engagement with, music within our entire community through performance, education and participation. It is proposed that the City of Adelaide establish a unique UNESCO City of Music focused Toy Library.
11. Music has many developmental benefits for babies and toddlers including the use of musical instruments which promote creativity, boost cognitive skills and sensory development, develop gross and fine motor skills, teach patience and encourage self-expression.
12. The UNESCO Creative City of Music Toy Library will:
 - 12.1. Include a range of musical toys and instruments that are safe, child friendly, and made of high-quality materials that are durable, sustainable and environmentally friendly.
 - 12.2. Focus on musical toys that are suitable for the age range zero to five years.
 - 12.3. Be located within the Library and Community Centre service.
 - 12.4. Be resourced from within current staffing with the recruitment of Toy Library specific volunteers to support the service.
 - 12.5. Be available a minimum of one evening and a Saturday morning per week to align with Storytime and other family friendly activities.
13. Capital funding of \$15,000 is requested to establish the Toy Library. This money will be used to purchase a core collection of musical toys, furniture and fit out for the Toy Library.
14. Toys will be available for loan to families and individuals on payment of an annual membership fee. The proposed fee structure is based on review of fees and charges of surrounding suburban toy library services. This takes into account the specialist nature of the proposed UNESCO City of Music Toy Library and number of items that will available.
15. The UNESCO City of Music Toy Library will also provide families and individuals who are financially disadvantaged with access to resources that they could otherwise not afford to purchase. There is recognition of the high cost to parents of purchasing quality toys and their relatively short-term viability. Proposed annual Toy Library membership fees for loan of maximum of four toys for two weeks are:
 - 15.1. Toy Library Annual Membership of \$30.00 (inc GST)

- 15.2. Toy Library Annual Concession of \$15.00 (inc GST)
16. Additional funding of \$2,000 per annum will be required to maintain and replenish the toy stock. Income from membership fees charged will offset ongoing expenditure of \$2,000 per annum to maintain and replenish toy stock.
17. Measures of Success:
 - 17.1. Collection and operating guidelines, purchase of appropriate toys, refurbishment of selected space and volunteer recruitment completed
 - 17.2. The Adelaide UNESCO City of Music Library opened in September 2021
 - 17.3. 50+ active members at June 2022
 - 17.4. 200+ loans in 2021/22

ATTACHMENTS

Nil

- END OF REPORT -

Community Impact Grants and Strategic Partnerships Operating Guidelines

ITEM 5.2 01/06/2021
The Committee

Strategic Alignment - Thriving Communities

Program Contact:
Christie Anthoney, Associate
Director, City Culture 8203 7444

2020/00900
Public

Approving Officer:
Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

At its meeting on 9 June 2020, Council resolved that a review of the Community Development Grants guidelines be undertaken. An internal audit report by KPMG also recommended in 2020 that a review of the Community Development Grants Guidelines be undertaken.

We have undertaken a review of the Community Development and Sport and Recreation Grants. On 16 March 2021, a workshop was held with the Committee to seek feedback on the progress of the review and a proposal to combine the Community Development and Sport and Recreation Grants under one program, titled Community Impact Grants & Strategic Partnerships. The purpose of this report is to present and seek Council approval for the new Community Impact Grants model and Guidelines.

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The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Adopts the Community Impact Grants and Strategic Partnerships Operating Guidelines as per Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
 2. Notes the 2021/22 Draft Integrated Business Plan and Budget includes an allocation of \$746,000 to continue funding this program of works.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Thriving Communities This report supports Council’s vision of Adelaide as the most liveable City in the world. The Community Impact Grants support the delivery of the Thriving Communities outcomes.
Policy	The recommendations contained in this Report will supersede the following Council Operating Guidelines 1. Community Development Grants Program Operating Guidelines 2. Recreation and Sport Grants Program Operating Guidelines
Consultation	Targeted consultation has occurred with several organisations currently receiving funding through the exiting grants programs.
Resource	Not as a result of this report
Risk / Legal / Legislative	Grant recipients are required to provide a risk management plan, public liability insurance and satisfactorily acquit their projects each financial year or at project completion.
Opportunities	The Community Impact Grants will extend the community value achieved by Council by enabling community organisations to deliver City of Adelaide’s strategic priorities according to individual and community needs and opportunities. Aligning two existing grants programs under one new program and with the use of Smarty Grants, create a more streamlined and efficient grants experience for our customers and the community.
20/21 Budget Allocation	Community Development Grants \$552,000 Sport and Recreation Grants \$182,000
Proposed 21/22 Budget Allocation	Community Impact Grants \$746,000
Life of Project, Service, Initiative or (Expectancy of) Asset	Most grant recipients will be funded on an annual basis. The Strategic Partnerships category will allow for more flexible and multi-year agreements.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Other grant funding contributors, co-contributions and in-kind support from applicants will usually be included in applications for grants. Co-contributions and in-kind support will be required for strategic partnerships. We have considered other funding sources available to avoid duplication.

DISCUSSION

1. At its meeting on 9 June 2020, Council resolved that a review of the Community Development Grants guidelines be undertaken.
2. An internal audit report by KPMG also recommended in 2020 that a review of the Community Development Grant Guidelines be undertaken.
3. The existing Community Development Grants program consists of:
 - 3.1. An annual funding allocation of \$552,000.
 - 3.2. Three categories including quick response, minor and major.
 - 3.3. Grants that range in value from less than \$2,000 up to \$50,000.
4. The existing Sport and Recreation Grants program consists of:
 - 4.1. An annual funding allocation of \$182,000.
 - 4.2. Four categories including quick response, community facilities, program and events.
 - 4.3. Grants that range in value from less than \$2,000 up to \$70,000.
5. A review has now been completed of the Community Development Grant Guidelines. This Report recommends that the Community Development Grants and the Sport and Recreation Grants are combined to become the Community Impact Grants and Strategic Partnerships Program.
6. The purpose of the Community Impact Grants & Strategic Partnerships Program is to provide financial support to eligible clubs, groups, educational institutions, organisations and residents to ensure the outcomes of Council's Strategic Plan 2020-2024 are realised.
7. It is proposed that the following elements of the Grants Program remain the same:
 - 7.1. The total amount of grant funding available through the grants program will remain at \$746,000. Funding will be pooled and can reach more groups and organisations, leveraging Council funds to make a bigger impact on the Community.
 - 7.2. Quick Response grants of up to \$2,000 for small scale projects.
 - 7.3. Overall criteria remain with a strong focus on Community Development.
8. The proposed key changes to the Grants Program are highlighted in the table below:

Proposed Change	Benefit
Merging Community Development and Recreation and Sports Grants into one Community Impact & Strategic Partnerships Grants Program	Presents opportunity to pool resources, continue to provide our valued grants to the community and distribute funds more strategically
Reduction of categories from seven to four Minor, Program and Events Grants merge into Community Impact Grants	Improved customer experience
Value Increased or stayed the same	Larger maximum amount of funding available to some applicants
Eligibility expanded	Open to wider audience Infrastructure Grants broadened to increase eligibility to non-sporting community groups for minor infrastructure improvements enabling greater community outcomes
Priorities expanded	Allows for more outcome focused program and greater impact on delivery of Councils Strategic aims
All grant categories with the exception of Quick Response will now be assessed by a panel including a third party where possible	KPMG recommendation for transparency and consistency across grant programs

Proposed Change	Benefit
No requirement of matched funding	Removal of red tape for customers, creating an opportunity for new organisations to apply and increasing number of applications, ensuring the grants program is more competitive
Strategic Partnerships replace Major Community Development Grants	Allow Council to negotiate agreements under CEO delegation directly with organisations receiving the most funding, prioritising who is supported based on outcomes achieved.
Community Impact Grants (Up to \$25k) can be delivered over two year period	More flexibility in delivery period for grant recipients allowing them to use funds to make their project more sustainable.
Multiyear agreements only available in Strategic Partnerships	Council not tied into long term commitments. Allows for flexibility and adaptability. More diversity and innovation in delivery.

9. One of the overall benefits of the proposed changes to the grants program is an improved customer experience. Journey Mapping for current grants compared with proposed grants is provided in Link 1 view [here](#).
10. The Community Impact Grants and Strategic Partnerships Operating Guidelines are as per **Attachment A**.
11. The Community Impact Grants will consist of:
 - 11.1. An annual funding allocation of \$746,000.
 - 11.2. Four categories including Quick Response, Community Impact, Community Infrastructure and Strategic Partnerships.
 - 11.3. Grants range in value from less than \$2,000 up to \$100,000.
12. The program will increase the Wellbeing of our City community across five Program Priorities:
 - 12.1. Welcoming - Create opportunities for people to welcome newcomers into their local neighbourhood ensuring the City is a welcoming place for all.
 - 12.2. Participation - Encourage residents and community groups to actively participate in their local community.
 - 12.3. Reconciliation - Develop and strengthen reconciliation practices. Support, promote and share Aboriginal and Torres Strait Islander cultures recognising the Kurna people as traditional owners of the land.
 - 12.4. Social Inclusion - Deliver inclusive responses to meet the needs of isolated and marginalised groups.
 - 12.5. Neighbourhood Connection - Create opportunities for residents to connect with each other. Celebration of diverse community and collaborations.
13. A Strategic Partnership category has been established to provide Council an annual mechanism for supporting higher value, multiyear initiatives that align with Council's Strategic Plan and Vision. These partnerships will be approved by CEO delegation.
 - 13.1. Strategic Partnerships will allow us more flexibility to actively seek out partnerships focusing on a particular priority area and agility to adapt to emerging Council priorities.
 - 13.2. In addition to funding, Council can provide a range of support and advice including:
 - 13.2.1. Two way mutually beneficial agreements.
 - 13.2.2. Access to strategic input, support and facilitation.
 - 13.2.3. Assistance in leveraging and brokering support with Council such as venues, spaces and facilities, marketing and promotion.
 - 13.2.4. Communicating and connecting across Council networks in respect to the partnership.
14. Targeted consultation has occurred with stakeholders that recently acquitted or are currently receiving funding through the exiting grants programs. A summary of feedback is provided in Link 2 view [here](#).
 - 14.1. Based on feedback, some changes to the proposed parameters were made:
 - 14.1.1. Strategic Partnerships were increased from two years to three years.

- 14.1.2. Community Impact Grants remain at \$25,000 but to allow more flexibility in delivery, can be delivered over a two year period with an update report required at the end of the first year.
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DATA AND SUPPORTING INFORMATION

Link 1 - Journey Mapping for Existing Grant Recipients

Link 2 - Summary of Feedback from Stakeholders

ATTACHMENTS

Attachment A – Community Impact Grants and Strategic Partnerships Operating Guidelines

- END OF REPORT -

Operating Guidelines

Community Impact Grants & Strategic Partnerships

Date this document was adopted 8 June 2021

council

PURPOSE

The purpose of the Community Impact Grants Program is to provide financial support to eligible clubs, groups, educational institutions, organisations and residents to ensure the outcomes of Council's Strategic Plan are realised.

Introduction

The City Culture program delivers several different grant programs including Community Development, Arts and Culture, Events and Recreation and Sport. With a shift in focus for the Community program to Wellbeing in recent years, it has become apparent that the Community Development and Recreation and Sport Grants deliver similar community outcomes but within separate programs, offering a sometimes disjointed experience to our residents and stakeholders. The development of the City of Adelaide Wellbeing dashboard also presents the opportunity to align the community outcomes of the two separate grant programs to deliver a more consistent program for our people.

Branded as Community Impact Grants and Strategic Partnerships, the merging the Community Development and Recreation and Sports Grants presents an opportunity to pool resources, continue to provide our valued grants to the community and distribute funds more strategically.

These Operating Guidelines provide clear parameters and procedures for the administration and allocation of Council funds, including:

- Program categories, funding rounds and funds allocation;
- Eligibility criteria;
- Application and approval process; and
- Assessment criteria.

Strategic Context

The Operating Guideline is to be read in conjunction with key strategic documents of Council including:

<p>Strategic Plan (2020-2024)</p>	<p>Adopted by Council in March 2020, with four key outcomes developed for the City:</p> <p>Outcome 1 Thriving Communities</p> <p>Council will create a city that is welcoming, inclusive and accessible to all.</p>
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	<p>Outcome 2 Strong Economies</p> <p>Council will champion a robust and diversified economy where innovation and low costs support growth and investment.</p> <p>Outcome 3 Dynamic City Culture</p> <p>Council will continue to create a beautiful, diverse city that celebrates its natural, cultural and built heritage.</p> <p>Outcome 4 Environmental Leadership</p> <p>Council will be a leader in responding to climate change and support our community and businesses to be resilient in the face of environmental challenges.</p> <p>Although the Community Impact Grants Program has links to all four outcomes, its strongest impact falls within Outcomes 1 & 3 and these are highlighted in section 4.1.</p>
<p>City of Adelaide Wellbeing Dashboard</p>	<p>The City of Adelaide Wellbeing Dashboard is a set of holistic population-level indicators with data sources chosen to show trends over time that will help inform Council’s work and priorities. There are seven key categories of the Wellbeing Dashboard:</p> <p>General Health Health Behaviours Personal Wellbeing Environment Place Social Connection and Engagement Social Determinants of Health</p> <p>Community Impact Grants will contribute mainly to Health Behaviours, Social Connection and Engagement and Personal Wellbeing.</p>

Objectives

Program Outcomes

The Community Impact Grants will contribute to the following outcomes:

- Increase community use of and access to the Adelaide Park Lands
- Safe and welcoming community spaces
- Healthy and resilient communities
- Supports initiatives to achieve functional zero homelessness
- Aboriginal and Torres Strait Islander peoples and cultures strongly represented in city life
- Beautiful, surprising places
- Celebration of diverse community and collaborations

Program Priorities:

Activities, events or programs supporting and contributing to Council's key strategic themes that:

Priority	Description
Welcoming	Create opportunities for people to welcome newcomers into their local neighbourhood
Participation	Encourage residents and community groups to actively participate in their local city community
Reconciliation	Develop and strengthen reconciliation practices. Support, promote and share Aboriginal and Torres Strait Islander cultures recognising the Kurna people as traditional owners of the land
Social Inclusion	Deliver inclusive responses to meet the needs of isolated and marginalised groups
Neighbourhood Connection	Create opportunities for people to connect with each other. Celebration of diverse community and collaborations

Operating Guideline**Categories**

The Community Impact Grants and Strategic Partnerships will consist of four separate categories as detailed in **Appendix**.

Eligibility Criteria by Category

Funding Category	Eligible	Ineligible
Quick Response	<ul style="list-style-type: none"> Incorporated Associations Not for profit limited by guarantee Aboriginal and Torres Strait Islander Corporation Educational Institution Commercial Organisations and Social Enterprises * Residents 	<ul style="list-style-type: none"> Individuals or State or Local Government departments and private enterprises. Commercial organisations operating on an expected profit basis including ticketed paid entry events will not be accepted unless it can be demonstrated there is significant benefit for the City such as in the instance of a social enterprise.
	<p>Applications achieving at least one of the five Community Impact Streams</p> <ul style="list-style-type: none"> Welcoming Participation Reconciliation 	<p>Applications where:</p> <ul style="list-style-type: none"> Delivery is occurring outside of the City of Adelaide boundary

	<ul style="list-style-type: none"> • Social Inclusion • Neighbourhood Connection 	<ul style="list-style-type: none"> • Activities, events or programs are duplicating existing services • Expenses are associated with individual or team activities
	<p>Activities, events or programs that:</p> <ul style="list-style-type: none"> • Encourage the community to engage in City life • Activate the City including the Park Lands & Squares • Support healthy behaviours • Represent good return on investment 	<p>Requests for:</p> <ul style="list-style-type: none"> • Reimbursement of funds already spent • Reimbursement of costs including lease and licence fees • Conferences, tradeshow, award ceremonies or travel expenses for overseas and interstate • Training or education in government or private institutions, or research activities that will be offered for assessment in such institutions • Funds to provide prize money • General fundraising activities **
		<p>Applicants with outstanding grant acquittals or progress reports and can't provide evidence of delivery</p>

*Commercial organisations will be considered when delivering a program outside of their usual business that focuses on community participation rather than expected profit basis.

** Applications for activities, events or programs that meet assessment criteria will be considered.

Funding Category	Eligible	Ineligible
Community Impact	<ul style="list-style-type: none"> • Incorporated Associations • Not for profit limited by guarantee • Aboriginal and Torres Strait Islander Corporation • Educational Institution • Commercial Organisations and Social Enterprises* 	<ul style="list-style-type: none"> • Individuals or State or Local Government departments and private enterprises. • Commercial organisations operating on an expected profit basis including ticketed paid entry events will not be accepted unless it can be demonstrated there is significant benefit for the City such as in the instance of a social enterprise.

	<p>Applications achieving at least one of the five Community Impact Streams</p> <ul style="list-style-type: none"> • Welcoming • Participation • Reconciliation • Social Inclusion • Neighbourhood Connection 	<p>Applications where:</p> <ul style="list-style-type: none"> • Delivery is occurring outside of the City of Adelaide boundary • Include core service delivery or business as usual of the partner organisation • Where funding is used to employ staff to deliver core services of the organisation • Activities, events or programs are duplicating existing services • Expenses are associated with individual or team activities • The majority of participants are professional athletes or prize money is awarded
	<p>Activities, events or programs that:</p> <ul style="list-style-type: none"> • Encourage the community to engage in City life • Activate the City including the Park Lands & Squares • Support healthy behaviours • Represent good return on investment 	<p>Requests for:</p> <ul style="list-style-type: none"> • Reimbursement of funds already spent • Reimbursement of costs including lease and licence fees • Conferences, tradeshow, award ceremonies or travel expenses for overseas and interstate • Training or education in government or private institutions, or research activities that will be offered for assessment in such institutions • General fundraising activities **
		<p>Applicants with outstanding grant acquittals or progress reports and can't provide evidence of delivery</p>

* Commercial organisations will be considered when delivering a program outside of their usual business that focuses on community participation rather than expected profit basis.

** Applications for activities, events or programs that meet assessment criteria will be considered.

Funding Category	Eligible	Ineligible
	<ul style="list-style-type: none"> • Incorporated Associations 	<ul style="list-style-type: none"> • Commercial organisations

Community Infrastructure	<ul style="list-style-type: none"> not for profit limited by guarantee Aboriginal and Torres Strait Islander Corporation Educational Institution 	<ul style="list-style-type: none"> Individuals or State or Local Government departments and private enterprises
	<p>Projects Increasing community use of and access to the City and Adelaide Park Lands through:</p> <ul style="list-style-type: none"> Creating a multi-use facility Improving Community Access Increasing Carrying Capacity/participation rates 	<p>Projects requesting support for:</p> <ul style="list-style-type: none"> Facilities outside of the City of Adelaide boundary Council Infrastructure such as Paths and streetlights General or routine maintenance of Council owned or leased facilities such as repairs or maintenance of buildings, top dressing, mowing or weed removal Purchase of equipment that can be easily removed/non fixed Purchases or improvements that are not integral to applicant's core activity
	<p>Projects creating</p> <ul style="list-style-type: none"> Safe and welcoming community spaces Healthy and resilient communities Beautiful and surprising places 	<p>Requests for:</p> <ul style="list-style-type: none"> Reimbursement of funds already spent Reimbursement of costs including lease and licence fees Projects totalling more than \$250k
	<p>Projects on public or private land providing approval has been given. Any projects on private land must be consistently open and available to the public.</p>	<p>Applicants have not secured Council or Private owner as Landlord approval in writing prior to applying</p>
	<p>Projects demonstrating environmentally sustainable practices</p>	

Funding Category	Eligible	Ineligible
	<ul style="list-style-type: none"> Incorporated Associations 	<ul style="list-style-type: none"> Individuals or State or Local Government departments Private enterprises.

Strategic Partnerships	<ul style="list-style-type: none"> • Aboriginal and Torres Strait Islander Corporation • Not for profit limited by guarantee • Educational Institution • Commercial Organisations and Social Enterprises * 	<ul style="list-style-type: none"> • Commercial organisations operating on an expected profit basis including ticketed paid entry events will not be accepted unless it can be demonstrated there is significant benefit for the City such as in the instance of a social enterprise.
	<p>Proposals that:</p> <ul style="list-style-type: none"> • Clearly align to City of Adelaide Strategic Plan • Contributing to the City of Adelaide Wellbeing Dashboard Outcomes • Demonstrating innovation and high quality delivery • Demonstrating Community engagement, participation and impact 	<p>Proposals that:</p> <ul style="list-style-type: none"> • Include core service delivery or business as usual of the partner organisation • Where funding is used to employ staff to deliver core services of the organisation • Include activities, events or programs occurring outside of the City of Adelaide boundary • With a total project value over \$250k
	<p>Partners who:</p> <ul style="list-style-type: none"> • Are financially viable • Demonstrate experience and capacity to deliver • Can demonstrate positive growth of their organisation as a result of the partnership 	<p>Partners who:</p> <ul style="list-style-type: none"> • Cannot provide evidence of financial sustainability • Have previously not delivered the desired outcomes of a strategic partnership or grant agreement with City of Adelaide or have outstanding grant acquittals or progress reports

* Commercial organisations will be considered when delivering a program outside of their usual business that focuses on community participation and purpose rather than expected profit basis.

Applications will be ineligible if any of the following apply:

- The applicant undertakes canvassing or lobbying of councillors or employees of the City of Adelaide in relation to their grant application during the application and assessment process;
- The application does not meet the identified priorities of the City of Adelaide as detailed in Council's Strategic Plan;
- The Application will contravene an existing City of Adelaide Policy or Operating Guideline;
- Applicants that haven't acquitted on any previous Council funding or finalised outstanding debts with no evidence of delivery.
- The application is for an activity that has already received funding support from one of Councils other grant programs.

Where applicable, it is a requirement that applicants include a copy of their organisation's Certificate of Incorporation in the application. In cases where a group does not meet this criterion, it must demonstrate that it is under the patronage of an incorporated organisation that will take legal and financial responsibility for the administration of funds. Individuals are eligible to apply for Quick Response provided the application results in community benefit.

Additional notes for:

Auspice organisations – May auspice a number of applications concurrently per year.

Permits and Fees – applicants must apply for a permit to undertake activities on Council land, and should factor this cost into their application. All applicants must provide details of public liability insurance cover if undertaking activities on Council land. Council will not waive fees associated with the delivery of events e.g. road closures, cleaning, waste, site fees etc.

Multiple Applications - applications from the same club, group or organisation across Councils sponsorship or other grants programs will be considered and assessed on their individual merits (though not for the same project).

Assessment Criteria

To support decision-making, a set of assessment criteria has been developed for each category (**see Appendix**).

Application and Approval Process

Applicants seeking funding can apply by submitting an application form within the advertised timeframes. Applications can be received through online submission via Smart Grants which will greatly improve the experience for our customers.

Once submitted, an application will be assessed according to:

- The eligibility criteria;
- Assessment criteria; and
- Available funding.

Where an application is incomplete or inaccurate, the applicant will be contacted and asked to supply additional information.

Council understands that formal application and acquittal processes are not accessible and available for everyone and will provide support to individuals or groups to ensure the Community Impact Grants and Strategic Partnerships are fair and accessible.

Roles and Responsibilities

City of Adelaide's Grants Coordinator is responsible for administering the Community Impact Grants Program and will organise an assessment panel where required. Administration aims to provide all applicants with the opportunity to access, support and feedback while considering the application to the Community Impact Grants Program. Administration is committed to creating opportunities for collaboration and encourages applicants and Council to work together to ensure that shared outcomes can be achieved.

Decision Making

Based on the above program priorities, eligibility criteria and assessment guidelines, Council's Administration will assess each application received as part of the Community Impact Grants

and Strategic Partnerships Program and refer funding recommendations up to the value of \$10k (excluding GST) to the Chief Executive Officer or delegate for determination. An information report listing all successful recipients will be presented to Council annually.

Funding recommendations in excess of \$10k will be presented to Council for endorsement (including multi-year funding recommendations where the combined total is over \$10k). A summary of decision making and turnaround times is provided in **Appendix**.

In addition to funding amounts, Strategic Partnerships will incorporate considerations such as time commitment and operational resources of Council and will be referred to the Chief Executive Officer for determination.

Funding Source

Funding for Council's Community Impact Grants will be sourced from Council's Integrated Business Plan & Budget annually. All grant funds will be allocated, administered and managed in a responsible and transparent manner. Approved grants will not exceed the annual budget. We have considered other funding sources available to avoid duplication. We have considered other funding sources available to avoid duplication.

Notification and Payment

All applicants will be notified in writing of the outcome of their application.

All successful applicants will be required to:

- Provide to Council a copy of the organisation's Public Liability Insurance "Certificate of Currency" (minimum \$20 million);
- Provide to Council relevant details for Electronic Funds Transfer of grant monies;
- Sign a funding agreement detailing the grants terms and conditions.

Funding Acquittal

All successful applicants (including multi-year funding commitments) will be required to provide a detailed written report on all outcomes of the project funded by Council in the form of an acquittal report document (a template will be provided). Community Impact Grants can be delivered over two years. Applicants will be required to set the acquittal year during the application process. If a project spans across two years, a project update will still be required at the end of the first year. Acquittal reports will be required within 6 weeks from the conclusion of each project or annually for multi-year funding commitments. Applicants may also be required to present, promote and share their successful grant projects with the local community/other grant recipients.

Key Performance Indicators

Key measures of performance for Council from the Community Impact Grants and Strategic Partnership Program will be;

- Alignment of funding with the City of Adelaide Strategic Plan 2020-2024, specifically themes outlined in the assessment criteria;
- Impact on population targets of the City of Adelaide Wellbeing Dashboard
- Funded projects are successfully completed within funding agreement and a report and acquittal is submitted at the end of the project;
- Funded applicants achieve the stated outcomes;
- Annual promotion of Grants program

- Total amount of Council funding distributed annually and total matched funds to measure return on investment

Monitoring and Implementation

The performance of the Community Impact Grants and Strategic Partnership Program will be monitored through the administrative and financial systems of Council.

OTHER USEFUL DOCUMENTS

Legislative Requirements

In adopting this Operating Guideline, it is recognised that there are specific legislative requirements to be met. Relevant legislative requirements are the:

- Local Government Act 1999 (SA);
- City of Adelaide Act 1998 (SA);
- Planning and Design Code 2021 (SA)
- Environmental Protection Act 1993 (SA);
- Planning, Development and Infrastructure Act 2016 (SA);
- The Heritage Act 1993 (SA); and
- Disability Discrimination Act 1992.
- State Public Health Plan (SA Public Health Act 2011)

Related Documents

- City of Adelaide Strategic Plan 2020-24

ADMINISTRATIVE

As part of Council’s commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every four years unless legislative or operational change occurs beforehand. The next review is required in 2025.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2021/74758	Council	08/06/2021	Endorsement of new operating guidelines

Contact:

For further information contact the City Culture Program

City of Adelaide
 25 Pirie ST, Adelaide, SA
 GPO Box 2252 ADELAIDE SA 5001
 +61 8 8203 7203
 city@cityofadelaide.com.au

APPENDIX

Grant Categories, funding rounds and funds allocation

There are four Categories of grants within Community Impact Grants and Strategic Partnerships:

- Quick Response Grants – Quick turn grants for small scale community initiatives
- Community Impact Grants – Small to medium sized activities, events or programs
- Community Infrastructure Grants – Minor Infrastructure improvements available to community groups
- Strategic Partnerships – Large innovative projects that are a mechanism for the City of Adelaide (Council) to work as a genuine and trusted partner with organisations to achieve the aspirations of Council and the partner organisation, adding flexibility and scope not available in our typical grants program.

Funding Category	Quick Response
Annual Budget Allocation	\$400k across Quick Response and Community Impact
Amount per Application	Up to \$2k
Length of Funding Agreement	1 Year
Rounds	Open and assessed year round
Matched Funding	Not required
Delegation	<\$2k Manager City Lifestyle Delegation
Examples of what WOULD be funded	<p>Activities, events or programs achieving least one of the five Program Priorities. Past examples include:</p> <ul style="list-style-type: none"> • Activities, events or programs that encourage residents and community groups to actively participate in their local community • Training, education and accreditation for volunteers, coaches' officials, and administrators such as first aid training • Subsidies to support participation by vulnerable community groups • Sporting equipment or uniforms • Commercial organisations/business enterprises starting a new activity outside of their usual business • Subsidies of hire fees • Lifelong learning such as cooking or dance classes • Multi-cultural events and festivals • Reconciliation programs

	<ul style="list-style-type: none"> • Health and safety equipment for community programs • Community or resident led initiatives • Come n try activities
<p>Examples of what WOULD NOT be funded</p>	<ul style="list-style-type: none"> • Activities, events or programs occurring outside of the City of Adelaide boundary • Maintenance costs • Expenses associated with being an individual elite or high performing athlete • Travel costs • Reimbursement of utilities • Requests for reimbursement of funds already spent

Funding Category	Community Impact
Annual Budget Allocation	\$400k across Community Impact and Quick Response
Amount per Application	\$2k-\$25k
Length of Funding Agreement	1 year (can be delivered across two years)
Rounds	Two per year (Q1 & Q3)
Matched Funding	Preferred but not essential
Delegation	< 10k CEO Delegation > 10k Council Decision

Examples of what WOULD be funded	<p>Ongoing activities, events or programs achieving at least one of the five Program Priorities. Past examples include:</p> <ul style="list-style-type: none"> • Multi-Cultural Festivals • Sport and Recreation participation opportunities • Reconciliation events • Community connections such as cooking or dance classes • Activities, events or programs targeting a specific population such as a women's running program
Examples of what WOULD NOT be funded	<ul style="list-style-type: none"> • Activities, events or programs occurring outside of the City of Adelaide boundary or outside of the identified priority areas • Requests for reimbursement of funds already spent • Activities, events or programs duplicating existing services • Activities, events or programs that form part of core service delivery or BAU for organisations • Events where the majority of participants are professional athletes or prize money is awarded • Expenses associated with individual or team activities

Funding Category	Community Infrastructure
Annual Budget Allocation	\$100k
Amount per Application	Up to \$100k
Length of Funding Agreement	1 Year
Rounds	One per year (Q1)
Matched Funding	Preferred but not essential
Delegation	<p><10k CEO Delegation</p> <p>>10k Council Decision</p>
Examples of what WOULD be funded	<p>Upgrades, improvements, replacement and new infrastructure that is available to the City Community. Past examples include:</p> <ul style="list-style-type: none"> • Water Bubblers • Benches • Sports Lighting • Accessibility Improvements to buildings • Sun Protection • Irrigation Systems

	<ul style="list-style-type: none"> • Air conditioning • Surfaces (such as tennis courts) • Community Gardens
Examples of what WOULD NOT be funded	<ul style="list-style-type: none"> • Infrastructure located outside of the City of Adelaide boundary • Council Infrastructure such as Paths and streetlights • General or routine maintenance of Council owned facilities • Purchase of equipment that can be easily removed/non fixed • Reimbursement of costs including lease and licence fees • Projects totalling more than \$250k • Requests for reimbursement of funds already spent

Funding Category	Strategic Partnerships
Annual Budget Allocation	\$250k
Amount per Application	\$25k-\$50k
Length of Funding Agreement	1 - 3 Years
Rounds	One per year (Q2) – Call for submissions
Matched Funding	Not required
Delegation	CEO
Examples of what WOULD be funded	<ul style="list-style-type: none"> • Partner led initiatives that deliver on Council's Strategic Plan 2020-2024 • Initiatives that deliver mutual benefit to the City and the partner, generally through projects, activities and events <p>Past examples under Community Development Major Grants included</p> <ul style="list-style-type: none"> • Unity Housing • Reclink
Examples of what WOULD NOT be funded	<ul style="list-style-type: none"> • Core service delivery of the partner organisation • Activities, events or programs occurring outside of the City of Adelaide boundary

The amount allocated to each category is not fixed. The total funding for the Program is endorsed by Council each financial year.

**Detailed information regarding dates of rounds is published annually on the council's website at the beginning of the calendar year. There will be two rounds for the Community Impact category. Community Infrastructure grants and Strategic Partnerships will have one round to allow for delivery in the next financial year. The Quick Response category will be open and assessed all year round.*

Assessment Criteria by Category

Quick Response:

Criteria	Consideration	Weighting
Community Benefit	The application identifies a clear benefit for the community, encouraging residents to access, engage and actively participate in their local community.	50%
	The application demonstrates evidence and /or clear reason for why the project was developed	
	A clear plan for identifying the target group is outlined	
Strategic Alignment	The application identifies a clear outcome/s, which is aligned to the City of Adelaide Strategic Plan (2020 – 2024)	25%
	The application achieves at least one of the five City Lifestyle impact streams	
	The application demonstrates consideration of: <ul style="list-style-type: none"> • Environmental sustainability (see Environmental Leadership outcomes in the City of Adelaide Strategic Plan 2020-2024) • Inclusiveness of all members of our community and accessibility for all • Low or no cost for disadvantaged groups 	
Impact	The application responds to one or more of the Community Impact Grants Program Priorities	25%
	The application outlines measures that will be used to evaluate the impact the project has on the community	
	The application outlines a strategy for supporting participants to continue their participation beyond the project/program	
Total		100%

Community Impact:

Criteria	Consideration	Weighting
Community Benefit	The application identifies a clear benefit for the community, encouraging residents to access, engage and actively participate in their local community.	40%
	The application demonstrates evidence and /or clear reason for why the project was developed	
	A clear plan for identifying the target group is outlined	
Strategic Alignment	The application identifies a clear outcome/s, which is aligned to the City of Adelaide Strategic Plan (2020 – 2024)	25%
	The application achieves at least one of the five City Lifestyle impact streams	
	The application demonstrates consideration of: <ul style="list-style-type: none"> • Environmental sustainability (see Environmental Leadership outcomes in the City of Adelaide Strategic Plan 2020-2024) • Inclusiveness of all members of our community and accessibility for all • Low or no cost for disadvantaged groups 	
Impact	The application responds to one or more of the Community Impact Grants Program Priorities	25%
	The application outlines measures that will be used to evaluate the impact the project has on the community	
	The application outlines a strategy for supporting participants to continue their participation beyond the project/program	
Financial Risk	The application outlines a plan for delivery – including consideration of risk, integration with other partners and innovation	10%
	The proposal represents good value for money for City of Adelaide	
Total		100%

Community Infrastructure:

Criteria	Consideration	Weighting
Community Benefit	The application identifies a clear benefit for the community and will lead to an increase in community access and/or participation	35%
	The application addresses an identified need, gap or deficiency in the availability of facilities to the community	
	The application demonstrates evidence and/or clear reason for why the project has been developed	
	The application identifies a clear target group that will benefit from the project	
	The application identifies a clear plan to measure the benefit of the project	
Strategic Alignment	The application identifies a clear outcome/s, which is aligned to the City of Adelaide Strategic Plan (2020 – 2024)	25%
	The application demonstrates consideration of: <ul style="list-style-type: none"> environmental sustainability (see the Environmental Leadership Outcomes in City of Adelaide Strategic Plan 2020-2024) inclusivity of all members of our community and accessibility for all 	
Quality Infrastructure	The application demonstrates that the project will: <ul style="list-style-type: none"> increase community access increase a facilities carrying capacity or participation provide fit for purpose facilities address a safety issue or disability access reduce the environmental footprint of the facility improve the aesthetic of a facility 	20%
Financial Risk & Project Delivery	The application outlines a clear plan for delivery – including consideration of risk, integration with other partners and resources required	20%
	The project proposed represents good value for money and Council will receive a good return on investment	
Total		100%

Strategic Partnerships:

Criteria	Consideration	Weighting
Community Engagement, Participation & impact	Delivers at least one of the five identified Impact Streams. Connecting with enabling and encouraging the community to access, engage and actively participate in their local community.	25%
Strategic Alignment	Matches a priority and/or identified gap of Council's 2020-2024 Strategic Plan with a particular emphasis on the Thriving Communities and Dynamic City Culture outcomes. Higher weighting would be applied to proposals that delivered on key population level indicators of the City of Adelaide Wellbeing Dashboard.	25%
Innovation and Quality	Delivers high quality, new, innovative ideas/projects that kickstart the development of new activities.	15%
Evaluation and Wellbeing Outcomes	Demonstrates an integrated approach to evaluation including participants feedback to inform their work and long term behaviour change.	15%
Viability	Demonstrates the organisation's ability and capacity to successfully deliver on the partnerships activities.	10%
Partner Organisation Opportunity	Will enable growth in the partner organisation and build their capacity to impact positively upon the community.	10%
Total		100%

Application Decision Making & Turnaround Times:

Category	Assessment Panel	Council Delegation – Council report required for authorisation	CEO Delegation – Information report to Council annually	Application Process Time (from closing date)
Quick Response	X City Lifestyle representative	X	X Manager City Lifestyle Delegation	3 weeks
Community Impact <\$10k	✓ • Social Planning and Reconciliation representative	X	✓	4 weeks
>\$10k	• City Lifestyle representative • Third Party	✓	X	16 weeks
Community Infrastructure <\$10k	✓ • Infrastructure Planning representative • City Lifestyle representative	X	✓	4 weeks
>\$10k	• Third Party	✓	X	16 weeks
Strategic Partnerships	✓ • Social Planning and Reconciliation representative • City Lifestyle representative • Third Party	X	✓	10 weeks

Stretch Reconciliation Action Plan 2021 – 2024 (Final Endorsement)

ITEM 5.3 01/06/2021
The Committee

Strategic Alignment - Thriving Communities

2018/04431

Public

Program Contact:

Michelle English, Associate
Director, Park Lands, Policy &
Sustainability 8203 7687

Approving Officer:

Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

The City of Adelaide's Stretch Reconciliation Action Plan (RAP) 2018-2021 has reached its final year guiding the shared vision for delivery of meaningful reconciliation between Aboriginal and Torres Strait Islander peoples and non-Aboriginal and Torres Strait Islander peoples.

Reconciliation Australia (owner of the RAP program) has previously commended Council's RAP creation process and strategic document as a useful, wholistic means of continuing to progress the City's reconciliation objectives. The Reconciliation Committee has actively guided the drafting of the new Stretch RAP 2021-2024.

The Stretch RAP 2021-2024 will become the City of Adelaide's third Stretch RAP and tenth RAP in total, displaying an extensive commitment to reconciliation to the wider community both state-wide and nationally. The City of Adelaide is the first local government in Australia to reach such a milestone in the RAP program.

On 5 May 2021 the Reconciliation Committee approved the draft Stretch RAP 2021-2024 to be submitted to Reconciliation Australia. Consultation with Reconciliation Australia has now concluded and feedback provided to the Administration. There are no material changes to the City of Adelaide draft Stretch Reconciliation Action Plan 2021- 2024 as a result of this feedback.

This report seeks final Council endorsement of the attached Stretch Reconciliation Action Plan 2021-2024.

.....

The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Notes that the development of the Stretch Reconciliation Action Plan 2021-2024 is the result of extensive consultation and engagement with Aboriginal and Torres Strait Islander communities, community partners, Traditional Owners, the Kurna peoples, the City of Adelaide Reconciliation Committee, wider non-Aboriginal community members, City of Adelaide administration and Reconciliation Australia, as the core strategic document that will guide the City of Adelaide's reconciliation activity from 1 July 2021 - 30 June 2024.
 2. Approves the Stretch Reconciliation Action Plan 2021 – 2024 as contained in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021, subject to acceptance by Reconciliation Australia.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Thriving Communities 4.5.05 'Promote and showcase multiculturalism and Aboriginal culture and support local organisations to express this heritage.'
Policy	Not as a result of this report
Consultation	City of Adelaide Reconciliation Committee, Kurna Community members, Aboriginal and Torres Strait Islander Community members, Elders groups, Aboriginal and Torres Strait Islander Language Groups, CBD based Aboriginal organisations and businesses, YourSay (wider community), potential community partners, CoA Administration and Reconciliation Australia.
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	Multiple opportunities for the City of Adelaide to demonstrate a commitment to meaningful Reconciliation with Aboriginal and Torres Strait Islander peoples.
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	21/22 delivery within Program operating projects.
Life of Project, Service, Initiative or (Expectancy of) Asset	The City of Adelaide's new Stretch RAP will form a framework to guide strategic Reconciliation advice and action from 2021 – 2024.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Opportunities exist to deliver actions in partnerships with others.

DISCUSSION

1. The City of Adelaide's Stretch Reconciliation Action Plan (RAP) 2018-2021 [Link 1 view [here](#)] has reached its final year guiding the City of Adelaide's shared vision for delivery of meaningful reconciliation with Aboriginal and Torres Strait Islander peoples.
2. The City of Adelaide's Stretch RAP 2018-2021 has been acclaimed by members of local Aboriginal and Torres Strait Islander communities and other stakeholders in enabling meaningful reconciliation outcomes in the City and more widely.
3. Upon its endorsement, Reconciliation Australia described CoA's Stretch RAP 2018-2021 as "strong", "holistic", "ambitious" and "innovative".
4. The most recent Quarterly Progress Report [Link 2 view [here](#)] for the 2018-2021 Stretch RAP was provided for noting to the Reconciliation Committee at its meeting on 24 February 2021 and subsequently to Council on 9 May 2021.
5. Highlights of the 2018-2021 Stretch RAP to date include:
 - 5.1. Incorporate First Nations understanding of native biodiversity management – The City of Adelaide recently worked with Kurna to undertake a Cultural Burn in the South Park Lands, the first ever in a Capital City.
 - 5.2. Reconciliation Leadership – Connect with other South Australian Council's to support development of their own reconciliation Action Plans and RAP processes.
 - 5.3. Ongoing Celebration of NAIDOC Week including through the Lord Mayor's NAIDOC Award and Morning Tea and the NAIDOC in the Mall event.
 - 5.4. A designated Kurna representative on the Adelaide Park Lands Authority
6. The Final Progress Report for the 2018-2021 Stretch RAP will be presented to the Reconciliation Committee and Council in September.
7. The new Stretch RAP 2021-2024 continues a focus on Aboriginal and Torres Strait Islander employment at the City of Adelaide, including opportunities for internships and traineeships.
8. On 24 February 2021, the Reconciliation Committee recommended that Council endorse the drafting of a new Stretch RAP 2021-2024 incorporating the ideas and opportunities obtained during the community engagement process [Link 3 view [here](#)].
9. The outcomes of the community engagement process have been reflected in the draft Stretch RAP 2021-2024, provided **Attachment A**.
10. The Stretch RAP 2021-2024 will build on the legacy of the CoA's previous RAPs in guiding the CoA's vision for meaningful reconciliation with Aboriginal and Torres Strait Islander peoples in the City and more widely.
11. This draft Stretch RAP 2021-2024 was jointly created by incorporating the opportunities identified during the community engagement process, and was drafted in direct consultation with:
 - 11.1 The CoA Reconciliation Committee, allowing oversight and Aboriginal and Torres Strait Islander community endorsement of such significant cultural content.
 - 11.2 The Kurna Yerta Aboriginal Corporation, including Kurna youth.
 - 11.3 The broader Aboriginal and Torres Strait Islander community in South Australia.
 - 11.4 The City of Adelaide's Administration to ensure accountability regarding commitment to deliverables, a responsible officer (internal RAP champion), resourcing and timelines of delivery.
 - 11.5 CoA Marketing and Communications team to support the launch and the design of the Stretch RAP 2021-2024. The design will encompass our Language Snake utilising the earthy pastel colour palette from our 2020 NAIDOC in the Mall artwork.
12. The intent is to launch the City of Adelaide's Stretch RAP 2021-2024 during 2021 NAIDOC Week (4-11 July 2021).

DATA AND SUPPORTING INFORMATION

Link 1 – City of Adelaide Reconciliation Action Plan 2018-2021

Link 2 – Stretch RAP 2018-2021 progress report

Link 3 – 2020 City of Adelaide Stretch RAP engagement process

ATTACHMENTS

Attachment A – Final City of Adelaide Stretch Reconciliation Action Plan 2021- 2024

- END OF REPORT -

City of Adelaide STRETCH RECONCILIATION ACTION PLAN

1 July 2021 – 30 June 2024





ACKNOWLEDGEMENT OF COUNTRY

City of Adelaide acknowledges that we are meeting on the traditional country of the Kurna people of the Adelaide Plains and pays respect to Elders past, present and emerging.

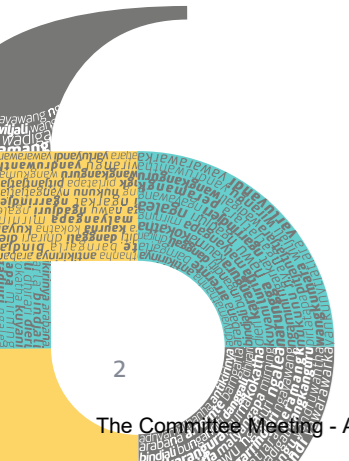
We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kurna people living today.

And we also extend that respect to other Aboriginal Language Groups and other First Nations.



KAURNA NATIVE TITLE DETERMINATION

Wednesday 21 March 2018 was a highly anticipated date for the Kurna Nation. In an emotional Federal Court hearing, the Kurna people were officially recognised as the Traditional Land Owners over designated parcels of the Adelaide region. This is the first time that Native Title has been granted for land in an Australian Capital City. The decision was handed down in a packed court room, 18 years after the application was first lodged in October 2000. City of Adelaide hosted an informal gathering for the Kurna Nation after the Federal Court decision was made, where the atmosphere was charged with excitement. Congratulations to the Kurna Nation who persisted tirelessly in an emotional and monumental journey to achieving their Native Title in the Adelaide region.



GOVERNANCE

Since 2002, the City of Adelaide has established a formal Reconciliation Committee under section 41 of the *Local Government Act 1999 (SA)*.

Council's Reconciliation Committee is an advisory committee responsible for advancing reconciliation in the city through developing and monitoring the City of Adelaide's Stretch Reconciliation Action Plan, providing input to policy development, and giving strategic advice to Council across areas likely to impact on Aboriginal and Torres Strait Islander peoples.

The Reconciliation Committee is dual-chaired by Aboriginal and non-Aboriginal people, and comprises representation from Council, strategic agency representatives, Kurna and other Aboriginal community members.

On 9 December 2017, the City of Adelaide Reconciliation Committee appointed membership for the term of Council 2018–2022.

Appointments made:

**Kurna Nation Cultural Heritage Association
Committee representative:** Mr Jeffrey Newchurch

**Aboriginal and/or Torres Strait Islander
community representatives:** Ms Yvonne Agius, Dual-Chairperson; Mr Eddie Peters and Mr Ivan-Tiwu Copley OAM, JP and Deputy Chair

Council Members: The Right Honourable The Lord Mayor Sandy Verschoor and Dual-Chairperson; Councillor Helen Donovan, Councillor Franz Knoll and Councillor Mary Cours

Strategic Agency Representatives:

Mr Ian Liddy, Aboriginal Affairs and Reconciliation for the Department of Premier and Cabinet; Ms Shona Reid, Reconciliation South Australia and **tbc**, Aboriginal Employment, Office of the Industry Advocate

Proxies: Ms Lynette Crocker and Ms Deanne Hanchant-Nichols

TO BE SUPPLIED

Council's Reconciliation Committee

L-R standing: Sean McNamara, Nicole Collier, Trevor Lovegrove, Cllr David Slane, Deanne Hanchant-Nichols, Ribnga Green, Ivan-Tiwu Copley OAM, JP, Caro Mader

L-R seated: Vicky Weir, Yvonne Agius, Lord Mayor Martin Haese, Lynette Crocker

Absent: Cllr Susan Clearihan, Jeffrey Newchurch and Mandy Brown

RECONCILIATION COMMITTEE DUAL-CHAIRPERSONS' MESSAGE

**It gives us great pride to present
City of Adelaide's Stretch Reconciliation
Action Plan 2021–2024.**

Our Stretch Reconciliation Action Plan (Stretch RAP) is a three-year plan that is reported on annually. This is Council's tenth RAP and third Stretch RAP which builds on our achievements to date and demonstrates our continued commitment to reconciliation.

Our plan is based on three core ingredients – respect, relationships, and opportunities.

After our extensive consultations and collaboration to date, our new Stretch RAP focuses on the creation of stretch goals that build on the ongoing recognition of our Traditional Owners on the land in which we

operate, the Kurna people, recognition and celebration of Aboriginal and Torres Strait Islander cultures, projects and strategies for management of our city's Park Lands that draw on Kurna knowledge, recruitment and retention of Aboriginal and Torres Strait Islander peoples, and opportunities to support a range of Aboriginal and Torres Strait Islander owned and operated businesses.

Reconciliation is about bringing people together, providing opportunities for education, promoting equity, respecting heritage and working to find the best outcomes possible for Aboriginal and Torres Strait Islander peoples, and we are confident that together we will make an important contribution with respect to Reconciliation and look forward to continuing our journey.



This page: Paul Mantirri Munaitya Herzich, Kardi Munta (emu net) and Kardi (emu) (installation view), 2020, mixed media. Image: Sam Roberts.



Sandy Verschoor
**Lord Mayor & Dual-Chairperson
Reconciliation Committee**



Yvonne Agius
**Dual-Chairperson
Reconciliation Committee**

CITY OF ADELAIDE STRETCH RECONCILIATION ACTION PLAN 2021–2024

OUR VISION FOR RECONCILIATION

City of Adelaide Reconciliation Vision Statement

'The City of Adelaide values its culturally diverse community and is committed to extending the process of Aboriginal reconciliation in partnership with Aboriginal and Torres Strait Islander Peoples.'

The Six Guiding Principles

1. Participation

The City of Adelaide will seek the advice and participation of Aboriginal and Torres Strait Islander Peoples on key issues of interest to the community, and will promote cooperative approaches on these issues between the City of Adelaide and Aboriginal and Torres Strait Islander Peoples.

2. Negotiation

The City of Adelaide will enter into a process of negotiation to seek and record the views of local Aboriginal communities about reconciliation and other key issues.

3. Communication and Public Awareness

The City of Adelaide will promote its support for reconciliation to increase public awareness and understanding of the reconciliation process and, in particular, to ensure that the mainstream community is aware of the culture and legitimate aspirations of Aboriginal and Torres Strait Islander Peoples.

4. Service Provision

The City of Adelaide is committed to providing relevant community services and assistance to Aboriginal and Torres Strait Islander Peoples to minimise the disadvantages they suffer, where the responsibility to do so rests with the City of Adelaide, or to advocate for improved services to be provided by other levels of government. The City of Adelaide will develop a policy and programs to encourage the employment of Aboriginal and Torres Strait Islander Peoples.

5. Cultural Identity and Heritage

The City of Adelaide acknowledges the continuing cultural and spiritual obligations the Kurna People have in their lands and seas, and will seek opportunities to recognise Kurna heritage through physical features of the City of Adelaide and by supporting community cultural activities.

6. Commemoration

The City of Adelaide will work with the Kurna community to celebrate important Kurna celebrations and events linked to significant sites in the City of Adelaide.

OUR BUSINESS

The Council and administration of the City of Adelaide is a regional organisation who perform functions and exercises powers prescribed by the *Local Government Act 1999 (SA)* and other relevant legislation. The Council comprises a Lord Mayor and 11 Councillors who have been elected by the community to represent the interests of Adelaide's 25,000 residents and 315,000 daily city users. The City of Adelaide also has wider responsibilities (under the *City of Adelaide Act 1998*) in managing the city centre and the Park Lands on behalf of all those who live, work and study in, or visit, the City of Adelaide. In response to city community needs and opportunities, the Council provides policy, programs and services.

The City of Adelaide's vision is to become the most liveable city in the world. We do this through the roll-out of new projects, initiatives and infrastructure, with the wellbeing of the community at the forefront of our decision making. Each year, the City of Adelaide supports a wide range of Reconciliation events, festivals and activities, including the Adelaide Fringe, Spirit Festival, National Apology Day, National Sorry Day and NAIDOC March and Family Fun Day.

Our Executive Leadership Team, which includes our CEO and three Directors, is responsible for leading and developing a diverse range of teams, functions and services which enable the successful delivery of the City of Adelaide Strategic Plan.

City of Adelaide has 689* employees, which includes our CEO and three directors (*headcount not including casuals), eight employees identifying as Aboriginal and/or Torres Strait Islander, representing 1.2% of our workforce. No casual employees have currently identified as Aboriginal and/or Torres Strait Islander. The city has a strong Aboriginal history and, today, has a strong and active community. The City of Adelaide falls within the traditional boundaries of the Kurna Peoples, the Traditional Owners and Custodians.

Currently we perform functions via 15 sites, these include the Colonel Light Centre, Eagle Chambers/ Adelaide Town Hall, the Aquatic Centre, the Golf Course, the Depot, Adelaide Central Markets, the Nursery, three City Libraries, two Community Centres (on which forms part of an additional library facility), Adelaide Bus Station, Archives and the Prince Alfred Lane Bunker.



OUR TENTH RAP!

The City of Adelaide is excited to announce that this is our tenth Reconciliation Action Plan! Making this Stretch Reconciliation Action Plan (RAP) 2021–2024 our third Stretch RAP. Reconciliation Australia (owners of the RAP program) also recognises the City of Adelaide as the first Local Government in Australia to commit to a long-term plan and the first Local Government to reach ten RAPs in total!

The City of Adelaide embarked on a journey of reconciliation with its Aboriginal and Torres Strait Islander communities in 1997. In May 2008, Council adopted its first Reconciliation Action Plan, which provided a framework for the implementation of Council's Reconciliation Vision Statement and National Sorry Day Acknowledgement.

The City of Adelaide has had a long standing, positive working relationship with the Kurna community as the Traditional Owners and Custodians of the Adelaide Plains, on which the city is located. Council works closely with the Kurna Yerta Aboriginal Corporation as the peak body of cultural authority.

A Stretch RAP is a longer term, strategic approach with goals that stretch over three years. Ongoing implementation progress reports are provided to Council throughout the calendar year, making this a public, living document held to high account on its deliverables. Furthermore, the monitoring of actions is overseen by our Reconciliation Officer. RAP delivery is monitored internally by a Reconciliation Action Plan Team (RAPT) made up of all RAP Champions (RAP action holders) that meets on an ongoing basis

throughout the life of the Plan. Updates provided at these meetings form the basis of regular implementation progress reports to the Reconciliation Committee and to Council. Annual evaluations are also conducted by Reconciliation Australia.

The Stretch RAP 2021–2024 was developed as a result of extensive engagement with Aboriginal and Torres Strait Islander communities, CBD community partners, Kurna Yerta Aboriginal Corporation, Kurna Youth, wider non-Aboriginal community members, the City of Adelaide Reconciliation Committee, City of Adelaide administration and Reconciliation Australia. This document stands as our core cultural strategic document that will guide the City of Adelaide's reconciliation activity from 1 July 2021 to 30 June 2024.

The Stretch RAP 2021–2024 consolidates Council's long standing commitment to reconciliation with Aboriginal and Torres Strait Islander Peoples. Together we have achieved many wonderful initiatives with positive outcomes, creating visual and physical landscapes that educate and raise awareness of Aboriginal peoples in the life of the city.

While there is still more to do, we are excited to reflect on the past decade of Reconciliation Action Plans and are looking forward to our ongoing journey with Aboriginal and Torres Strait Islander communities.

Section of painting by Jamaya 'Tjameiyari' Branson: Tjameiyara Art



CITY OF ADELAIDE'S MAJOR INITIATIVES

- 1992** Alice Dixon tree planted
- 1995** Annual Aboriginal Flag Raising Ceremony on Adelaide Town Hall
- 1997** Reconciliation Vision Statement
- 1998** National Sorry Day Acknowledgement
- 2001** Permanent flying of Aboriginal Flag in Victoria Square/Tarntanyangga
- 2002** Reconciliation Committee as a formal committee of Council
- 2002** Kurna Recognition at Council meetings with Acknowledgement of Country
- 2002** Kurna dual-naming of Park Lands
- 2005** Reconciliation Grants Program
- 2006** Doris Graham commemorative plaque
- 2007** Flying of Aboriginal and Torres Strait Islander flags in Grote Street
- 2007** Interpretative Information Audio Bollards on Aboriginal Flagpole in Victoria Square/Tarntanyangga
- 2008** First annual Reconciliation Action Plan
- 2008** Aboriginal Employment Policy
- 2008** Kurna remains found within Frome Road car park and reburial ceremony organised
- 2010** Two pieces from South Australian Museum – Kadlitpinna and Kuri Dance 19th Century aquarelle paintings by George French Angas unveiled in Queen Adelaide Room
- 2012** Council reaffirms its commitments with revised Reconciliation Vision Statement and National Sorry Day Acknowledgement
- 2012** Kurna dual-naming of city squares and two city footbridges
- 2013** Naming of Reconciliation Plaza
- 2013** Protocol and Guidelines on Welcome to Country and Acknowledgement of Country
- 2013** Commemorative plaque on the Adelaide Town Hall
- 2013** Lord Mayoral Civic Reception for the Recognise Long Walk campaign
- 2014** Alice Dixon Memorial tree replanting
- 2016** Reconciliation Plaza flag banners
- 2017** NAIDOC in the Mall
- 2017** Tarntanyangga Cultural Marker opened
- 2017** Lord Mayoral Civic Reception for 25th Anniversary of the Mabo Decision
- 2017** Lord Mayoral Civic Reception to commemorate the 50th anniversary of the 1967 Referendum
- 2018** Lord Mayor Civic Reception to commemorate 10th anniversary of the National Apology to the Stolen Generations
- 2018** Inaugural launch of Kids on Country event
- 2018** First Smoking Ceremony in Adelaide Town Hall to mark the Investiture of the newly elected Council
- 2019** Launch of Lord Mayor's NAIDOC Award
- 2019** Installation of a Kurna Shield and Acknowledgement of Country in the City of Adelaide's Customer Centre
- 2019** Ngadlu Padninthi Kumangka cultural marker unveiled in Pakapakanthi/Victoria Park
- 2019** Opening of Gladys Elphick Park
- 2020** Kardi Munta (Emu Net) cultural marker unveiled in Pityarilla/Park 19.
- 2021** Laneway renaming to No Fixed Address Laneway as part of the City of Music Laneways project
- 2021** Cultural Burn project
- 2021** City of Adelaide launches our tenth RAP
- 2021** City of Adelaide Reconciliation Committee Photo displayed in the Colonel Light Room of Adelaide Town Hall for the first time



No Fixed Address with their laneway mural.
The artists of the No Fixed Address Lane mural are: Elizabeth Close, Shane Mankitya Cook and Thomas Reddit
Image: Catherine Leo



RELATIONSHIPS:

Meaningful relationships assist Council to respond to the aspirations of local Aboriginal and Torres Strait Islander communities.

Focus area:

Acknowledging and working with the Traditional Owners, the Kurna people, and broader Aboriginal and Torres Strait Islander communities to facilitate connection and engagement, strengthen relationships, increase Aboriginal and Torres Strait Islander communities' involvement in Council activities, and partner with community groups and organisations to celebrate important cultural anniversaries.

ENDURING COMMITMENTS:

- Consultations with Kurna Peoples are carried out regularly to ensure Council responds meaningfully to the advice and concerns of the Traditional Owners.
- Reconciliation initiatives and key significant dates are marketed and promoted across the Council to engage City of Adelaide and the community in reconciliation.
- Kids On Country event is convened annually

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Reconciliation Leadership 1. City of Adelaide Reconciliation Committee meets quarterly to provide advice and recommendations to Council	Convene quarterly meetings and achieve quorum. Provide Council with advice and recommendations after meetings. Gain endorsement of Stretch RAP from Council and register with Reconciliation Australia.	September, November, February and May 2021–2024 June 2021	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Reconciliation Leadership 2. City of Adelaide Reconciliation Action Plan Team (RAPT) meets quarterly to actively monitor RAP implementation	Convene quarterly meetings. Establish a Terms of Reference for the RAPT. Monitor and report on RAP implementation.	August, October, January, April 2021–2024	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Reconciliation Leadership 3. Build relationships through celebrating National Reconciliation Week (NRW)	Circulate Reconciliation Australia's National Reconciliation Week (NRW) resources and reconciliation materials throughout the organisation.	27 May to 3 June, 2021–2024	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
	Inform RAPT of external NRW events and encourage attendance.		Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
	Encourage and support staff and senior leaders to participate in external events to recognise and celebrate NRW.		Reconciliation Officer, Community Culture
	Provide educational and promotional opportunities throughout the year and during NRW by working in partnership and empowering Aboriginal and Torres Strait Islander providers to host Reconciliation programs/activities in the City of Adelaide Community Centres and Libraries.		City Culture Creative City (Team Leader Arts & Culture)
Reconciliation Leadership 4. Work with other levels of government to enable greater Aboriginal and Torres Strait Islander delivery of and participation in RAP activities in the City of Adelaide	Register all our NRW events on Reconciliation Australia's NRW website. Work with Reconciliation SA to develop and host a city RAP cluster to identify opportunities for shared projects between RAP organisations in the city.	June 2022	All CoA portfolios where applicable Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Aboriginal and Torres Strait Islander Cultures 5. Encouraging and supporting sustenance and growth of Aboriginal and Torres Strait Islander Cultures	Explore opportunities to support other SA Language Groups to maintain, develop and teach their cultures.	June 2024	City Culture Creative City (Team Leader Arts and Culture)
	Support the delivery of Kurna Cultural experiences to be delivered in libraries and community centres.	June 2022 June 2023 June 2024	
Community Education 6. Building Community Capacity	Include programs that teach Aboriginal Cultures in the Library Out and About Program.	June 2022 June 2023 June 2024	City Culture
Aboriginal and Torres Strait Islander Cultural Awareness 7. City of Adelaide is committed to raising the awareness of diversity and inclusion with our employees so they are more aware of their own behaviours, and how they can impact on the experiences of others working in our organisation	Explore mandatory cultural awareness training for all City of Adelaide employees.	June 2024	People
	Cultural awareness training provided for all new Council employees within first six months.	June 2023	
	Online refresher Cultural Awareness training is offered to all employees.	June 2022	



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- Consultations with Kurna Peoples are carried out regularly to ensure Council responds meaningfully to the advice and concerns of the Traditional Owners.
- Reconciliation initiatives and key significant dates are marketed and promoted across the Council to engage City of Adelaide and the community in reconciliation.
- Kids On Country event is convened annually

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Kurna Cultural Awareness & Protocols 8. City of Adelaide is committed to raising the awareness of our Traditional Owners so employees are more aware of their behaviours and environment	Provide optional Kurna educative awareness training to all staff, delivered by Kurna community members.	June 2023	Park Lands, Planning and Sustainability City Planning & Heritage (Reconciliation Officer) People
Kurna Representation 9. Explore cross council initiatives	Seek out partnership opportunities with other Council's to support common goals as agreed by Kurna.	June 2024	Park Lands, Planning and Sustainability City Planning & Heritage (Reconciliation Officer)
Aboriginal & Torres Strait Islander Awareness 10. Ongoing promotion of a cultural lens when delivering Customer Service	Provide information to City of Adelaide staff through the Customer Experience Strategy on how to consider cultural and inclusivity needs when working with Aboriginal and Torres Strait Islander customers.	June 2023	Customer and Marketing (Customer Experience)
Aboriginal & Torres Strait Islander Awareness 11. Review CoA public reconciliatory declarations	Develop new Reconciliation Vision Statement in Mankurri-Apii Kuu and Customer Centre.	June 2023	Customer and Marketing Marketing and Communications
	Develop new National Sorry Day Statement in Mankurri-Apii Kuu and Customer Centre.		
Aboriginal & Torres Strait Islander Awareness 12. Acknowledge all Aboriginal & Torres Strait Islander significant calendar dates	Explore ways internally/externally in which the City of Adelaide will recognise dates that are significant to Aboriginal & Torres Strait Islander peoples throughout the calendar year.	June 2022 June 2023 June 2024	Customer and Marketing Marketing and Communications Park Lands, Planning and Sustainability City Planning & Heritage (Reconciliation Officer)
Aboriginal & Torres Strait Islander Awareness 13. Enable Torres Strait Islander community to showcase their culture	Share City of Adelaide grant opportunities with Torres Strait Islander communities and organisations.	July 2021 to June 2024	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Media 14. Create a designated Aboriginal & Torres Strait Islander position on City of Adelaide Access & Inclusion Advisory Panel	Identify opportunities to influence the ways in which Aboriginal peoples and stories are told in the media.	July 2021 to June 2024	Customer and Marketing Marketing and Communications
	Encourage media to use Kurna names for Park Lands and squares.	July 2021 to June 2024	Media and PR Park Lands, Planning and Sustainability
	Develop proactive media plan to engage local/national media in showcasing Aboriginal and Torres Strait Islander Reconciliation activity in the City of Adelaide.	July 2021 to June 2024	City Planning & Heritage (Reconciliation Officer)
	Develop proactive media plan to share Stretch RAP delivery milestones.	December 2021	
Media 15. Develop partnership with Aboriginal media to tell the stories about what Council is doing	Develop proactive media plan to engage local/national Aboriginal media in showcasing Aboriginal and Torres Strait Islander Reconciliation activity in the City of Adelaide.	June 2022	Customer and Marketing Marketing and Communications Media and PR



RELATIONSHIPS:

Meaningful relationships assist Council to respond to the aspirations of local Aboriginal and Torres Strait Islander communities.

Focus area:

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- Reconciliation initiatives and key significant dates are marketed and promoted across the Council to engage City of Adelaide and the community in reconciliation.
- Kids On Country event is convened annually

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Kurna Land Management 16. Kurna cultural mapping project is utilised to capture sites of significance in the city and North Adelaide from which informed decisions can be made by Council in relation to land use	Develop an agreed process between Kurna and the City of Adelaide that determines when, in the project design process, Kurna will be involved in decisions about land use in the City of Adelaide.	June 2023	Infrastructure Infrastructure Planning
	Work with Kurna to build their capacity to feed into City of Adelaide project design processes and build staff capacity to utilise Kurna advice.	July 2021 to June 2024	City Culture City Lifestyle (Project Lead, Community Lifestyle)
Community Wellbeing 17. Connecting with sport & recreational opportunities	Explore partnership opportunities with the Indigenous Marathon Foundation (IMF) and other organisations.	June 2022	City Culture City Lifestyle (Project Lead, Community Lifestyle)
Kurna Leadership 18. Support Kurna capacity	Continue to develop opportunities to support the establishment of a Kurna community hub in the City of Adelaide.	December 2023	Senior Coordinator Arts and Culture Community & Culture
	Provide administrative support for recurring meetings with Kurna Chairperson.	July 2021 to June 2024	Park Lands, Policy and Sustainability City Planning & Heritage
Reconciliation Leadership 19. Encompassing and understanding communication	Develop a Communication Strategy to support Aboriginal and Torres Strait Islander protocols and non-Aboriginal understanding and awareness, using existing protocols that exist within community.	June 2023	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Reconciliation Leadership 20. City of Adelaide is committed to a respectfully inclusive and safe city	Develop existing working relationship opportunities with State Government Departments to collectively develop and support strategies in addressing homelessness and the safety of remote visitors in the city.	March 2022	Park Lands, Policy and Sustainability City Planning & Heritage (Team Leader, Social Planning and Reconciliation)
	Aboriginal and Torres Strait Islander Cultural Awareness & Protocols 21. Start collecting imagery and create our own cultural library of positive, beautiful images	Develop a strategy for the collection, storage and display of Aboriginal and Torres Strait Islander archival materials.	June 2022
	Develop a policy that provides guidance around the collection, storage and use of Aboriginal and Torres Strait Islander images and stories.	June 2023	
Kurna Cultural Awareness & Protocols 22. City of Adelaide is committed to raising the awareness of our Traditional Owners so employees are more aware of their behaviours and environment.	Provide optional Kurna educative awareness training to all staff, delivered by Kurna community members.	June 2023	People Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Kurna Land Management 23. Incorporate First Nations understandings of sustainability and native biodiversity management	Work with Kurna to identify opportunities to incorporate First Nations understanding of land and waterways management strategies and practices that can be used in the Park Lands.	June 2022	Park Lands, Policy and Sustainability Park Lands and Sustainability (Senior Sustainability Advisor (Biodiversity))
	Incorporate appropriate Kurna Land management strategies and practices into business as usual, including specific opportunities for Kurna employment.	June 2024	



RESPECT:

Respect for Aboriginal and Torres Strait Islander communities creates healthy relationships, embraces diversity and promotes harmony.

Focus area:

Acknowledging the Traditional Owners of the land, flying the Aboriginal and Torres Strait Islander flags, increasing community awareness and participation, and promoting reconciliation.

ENDURING COMMITMENTS:

- Acknowledgement of Country made at all Civic Events and inserted on all internal templates.
- Permanently fly the Aboriginal flag in Victoria Square/ Tarntanyangga.
- Annually fly the Aboriginal and Torres Strait Islander flags in Grote Street to build public awareness of and respect for Aboriginal and Torres Strait Islander cultures.
- Work with the NAIDOC SA Committee to convene the annual Lord Mayor's NAIDOC Morning Tea and NAIDOC SA Awards.
- NAIDOC SA March and Family Fun Day is supported by the City of Adelaide.
- Annual display of 25 Aboriginal and Torres Strait Islander flag banners during NAIDOC Week to create public awareness about the celebration of Aboriginal achievements and cultures.
- Annual Aboriginal and Torres Strait Art Islander Exhibitions to engage the public in traditional and contemporary artworks.
- NAIDOC in the Mall event is convened annually

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Kaurna Visibility 24. Investigate opportunities to enhance Kaurna visibility throughout the CBD	Identify Opportunities for Kaurna street naming in the CBD and North Adelaide.	June 2023	Infrastructure Technical Services
	Determine location and funding and partnership opportunities to create a statue of Queen Iparrityi in the CBD.	June 2022	Park Lands, Policy and Sustainability
	Installation of Queen Iparrityi Statue in the CBD.	June 2024	City Planning & Heritage (Reconciliation Officer)
	Determine funding opportunities to install a memorial to Sir Douglas Nicholls, in the vicinity of the Adelaide Oval.	December 2022	City Culture Creative City (Team Leader Arts and Culture)
Aboriginal & Torres Strait Islander Cultural Awareness & Protocols 25. Encourage event organisers (internal and external) to use Kaurna place names and engage in appropriate protocols such as Acknowledgement of Country in delivery of city events	Ensure Aboriginal & Torres Strait Islander Cultural Awareness & Protocols are included in the review of the Park Lands Events Management Plan (Guidelines).	June 2022	City Experience (Strategic Project Lead and Team Leader City Events)
Aboriginal & Torres Strait Islander Cultural Awareness & Protocols 26. Ensure cultural educational opportunities are available to wider community	Resource dedicated suite of Cultural Safety Training throughout for public participation in City of Adelaide Community Centres.	June 2022 June 2023 June 2024	City Culture Creative City (Project Lead, Creative City) Park Lands, Policy and Sustainability City Planning & Heritage (Team Leader, Social Planning and Reconciliation)
Community Wellbeing 27. City of Adelaide to advocate for better outcomes for Aboriginal and Torres Strait Islander experiences with other levels of Government, for example health, housing, social welfare	Work with Aboriginal Community Controlled Organisations, non-government and Government organisations to identify opportunities to support the delivery of programs to community.	July 2021 to June 2024	Park Lands, Policy and Sustainability City Planning & Heritage (Team Leader, Social Planning and Reconciliation)
Aboriginal and Torres Strait Islander Cultural Awareness & Protocols 28. NAIDOC Week: In addition to our enduring commitments, celebrate NAIDOC Week and provide opportunities for Aboriginal and Torres Strait Islander staff and community members to engage with their culture and community	Provide educational and promotional opportunities during NAIDOC Week and throughout the year, by working in partnership and empowering others to provide reconciliation programs/ activities in Community Centres and Libraries in the City and North Adelaide.	July 2022 July 2023 July 2024	Rundle Mall Management Authority Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
	Hold public NAIDOC Week event, NAIDOC in the Mall in consultation with Aboriginal and Torres Strait Islander peoples.	July 2022 July 2023	
	Support all staff to participate in NAIDOC Week events in the City of Adelaide.	July 2024	
	Provide a CEO NAIDOC Week message.	July 2022 July 2023 July 2024	Office of the CEO
Representation & Governance 29. Supporting First Nations truth telling about our history	Work with Kaurna and SA Museum for a display by the City of Adelaide of the historical Letters Patent 1836 document in a prominent space in City Library and/or Adelaide Town Hall for wider education.	June 2023	City Culture Creative City (Team Leader, Arts and Culture)



RESPECT:

Respect for Aboriginal and Torres Strait Islander communities creates healthy relationships, embraces diversity and promotes harmony.

Focus area:

Acknowledging the Traditional Owners of the land, flying the Aboriginal and Torres Strait Islander flags, increasing community awareness and participation, and promoting reconciliation.

ENDURING COMMITMENTS:

- Acknowledgement of Country made at all Civic Events and inserted on all internal templates.
- Permanently fly the Aboriginal flag in Victoria Square/ Tarntanyangga.
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- Work with the NAIDOC SA Committee to convene the annual Lord Mayor's NAIDOC Morning Tea and NAIDOC SA Awards.
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- Annual display of 25 Aboriginal and Torres Strait Islander flag banners during NAIDOC Week to create public awareness about the celebration of Aboriginal achievements and cultures.
- Annual Aboriginal and Torres Strait Art Islander Exhibitions to engage the public in traditional and contemporary artworks.
- NAIDOC in the Mall event is convened annually

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Aboriginal and Torres Strait Islander Languages 30. Including Kurna language in everything that we do	Ensure Kurna park names are consistently used first and then English translation second in all internal and external documents. Commit to the use of Kurna name first when using dual names in all City of Adelaide writing guides, marketing templates and report templates.	September 2021	Customer and Marketing Marketing and Communications
Kurna Visibility 31. Increase the profiling of Kurna Yerta Aboriginal Corporation (KYAC)	Promote on the City of Adelaide website a profile of board members of the Kurna Yerta Aboriginal Corporation. Support with providing professional images of Kurna Yerta Aboriginal Corporation Board members.	June 2022	Customer and Marketing Marketing and Communications
	Use findings of analysis to select areas with strong market depth to showcase use of the State Government Aboriginal Business Register to internal procurers.	December 2021	
Aboriginal and Torres Strait Islander Cultural Awareness & Protocols 32. Demonstrate respect to Aboriginal and Torres Strait Islander peoples and communities by embedding cultural protocols as part of the way our organisation functions	Acknowledgement of Country embedded in all corporate templates and documents to ensure all Staff and Senior Leadership provide an Acknowledgement of Country in all settings including meetings.	September 2021	Customer and Marketing Marketing and Communications
Representation & Governance 33. ULURU Statement from the heart – supporting First Nations truth telling about our history	City of Adelaide displays ULURU statement from the heart in a prominent space in Adelaide Town Hall.	December 2021	Office of the Lord Mayor (Civics Coordinator)
Aboriginal & Torres Strait Islander Languages 34. Including Kurna language in everything that we do	Investigate the option of including Kurna spellcheck of Kurna names in City of Adelaide's use of Microsoft Office.	June 2022	Information Management (Senior Business Partner, Projects and Partnering)
	Investigate the option of incorporating an autocorrect to dual naming when Park Land numbers or names are used in Microsoft Office.	June 2023	
Aboriginal & Torres Strait Islander Cultures 35. Acknowledging Aboriginal & Torres Strait Islander leaders	Rename of significant City of Adelaide conference/meeting/training rooms with dual-names of significant Aboriginal & Torres Strait Islander leaders in SA.	June 2022	Information Management (Senior Business Partner, Projects and Partnering) Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)



OPPORTUNITIES:

Providing opportunities for Aboriginal and Torres Strait Islander communities to assist Council in its goal of being a socially inclusive city.

Focus area:

Increasing the employment and retention of Aboriginal and Torres Strait Islander staff at the City of Adelaide, providing financial support to community groups and organisations and working with Kurna and broader Aboriginal communities to increase cultural tourism opportunities in the city.

ENDURING COMMITMENT:

Aboriginal groups and organisations are financially supported to convene cultural celebrations, including National Apology Day, Closing the Gap Day, National Sorry Day, National Reconciliation Week and NAIDOC Week within the City of Adelaide.

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Aboriginal and Torres Strait Islander Employment 36. Improve employment outcomes by increasing Aboriginal and Torres Strait Islander recruitment, retention and professional development	Engage with Aboriginal and Torres Strait Islander staff to consult on our recruitment, retention and professional development strategy.	July 2021 to June 2024	People People Experience (Coordinator, Culture and Leadership)
	Review and update an Aboriginal and Torres Strait Islander recruitment, retention and professional development strategy.	June 2023	
	Advertise job vacancies to effectively reach Aboriginal and Torres Strait Islander stakeholders.	July 2021 to June 2024	People People Services (Advisor, Talent Acquisition)
Aboriginal and Torres Strait Islander Employment 37. Increase understanding, value and recognition of Aboriginal and Torres Strait Islander cultures, histories, knowledge and rights through cultural learning	Conduct a review of cultural learning needs within our organisation. Consult local Traditional Owners and/or Aboriginal and Torres Strait Islander advisors on the implementation of a cultural learning strategy. Implement and communicate a cultural learning strategy for our staff. Commit all RAP Working Group members, HR managers, senior executive group and all new staff to undertake formal and structured cultural learning. Staff to undertake formal and structured cultural learning (Set measurable targets for online and face-to-face learning).	July 2021 to June 2024	People (Manager, People) Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Kurna Land Management 38. Incorporate First Nations understandings of sustainability and native biodiversity management	Build on Cultural Burn pilot project to initiate ongoing cultural processes in park land management and expand to key biodiversity sites.	June 2022	Reconciliation Officer Community and Culture
	Seek out opportunities to maintain cultural practices in park land management.	June 2023 June 2024	
Aboriginal & Torres Strait Islander Businesses 39. Explore opportunities to support the growth of Aboriginal and Torres Strait Islander entrepreneurship	Seek out partnerships and opportunities to support Aboriginal and Torres Strait Islander businesses through mentoring and funding opportunities including sponsorship.	June 2023	Adelaide Economic Development Authority
	Meet regularly with Reconciliation Officer to identify leasing opportunities to support Aboriginal and Torres Strait Islander businesses.	July 2021 to June 2024	Strategic Property and Commercial Strategic Property
Kurna Capacity 40. Build Kurna capacity to support young people and develop emerging leaders	Support Kurna to develop an 'Elder in Residence' program by providing space within City of Adelaide Libraries and Community Centres.	June 2023	City Culture Creative City (Team Leader, Arts and Culture)



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ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
<p>Aboriginal and Torres Strait Islander Employment</p> <p>41. Manage recruitment, attraction, inclusion and retention strategies to ensure barriers are reduced for Aboriginal and Torres Strait Islander employees</p>	<p>Develop a program for supporting Aboriginal and Torres Strait Islander internships across relevant City of Adelaide programs.</p> <p>Ensure the Aboriginal and Torres Strait Islander Recruitment Toolkit is consulted during recruitment activities to ensure that selection processes are culturally inclusive and diverse.</p> <p>Celebrate the successes of our Aboriginal and Torres Strait Islander employees by showcasing their success stories.</p> <p>Work with the Reconciliation Officer to improve awareness of employment opportunities in the Aboriginal and Torres Strait Islander community.</p> <p>Promote positive race relations through anti-discrimination strategies.</p> <p>Continuously improve HR policies and procedures concerned with anti-discrimination.</p> <p>Engage with Aboriginal and Torres Strait Islander staff and/or Aboriginal and Torres Strait Islander advisors to continuously improve our anti-discrimination policy.</p> <p>Implement and communicate an anti-discrimination policy for our organisation.</p> <p>Senior leaders to publicly support anti-discrimination campaigns, initiatives, or stances against racism.</p> <p>Provide ongoing education opportunities for senior leaders and managers on the effects of racism.</p> <p>Commit to achieving an Aboriginal and Torres Strait Islander employment target of 2% of all City of Adelaide employees.</p>	<p>June 2022</p> <p>July 2021 to June 2024</p> <p>June 2024</p>	<p>People (Manager, People)</p>
<p>Aboriginal & Torres Strait Islander Representation</p> <p>42. Ensure a diversity of Aboriginal and Torres Strait Islander images and stories are used in marketing collateral across Council business and its subsidiaries</p>	<p>Review current imagery on stock. Work with Reconciliation Officer to seek out and promote talent opportunities for a photography session to enable more inclusive images to be included in all City of Adelaide marketing, promotion and media channels.</p>	<p>December 2021</p>	<p>Customer and Marketing Marketing and Communications</p>
<p>Aboriginal & Torres Strait Islander cultures</p> <p>43. Celebrating and acknowledging Aboriginal leaders in community</p>	<p>Publicly acknowledge the annual Lord Mayors NAIDOC Award recipient for example through the website and social media.</p>	<p>July 2021 July 2022 July 2023</p>	<p>Customer and Marketing Marketing and Communications</p>
<p>Economic Development</p> <p>44. Supporting local markets for Aboriginal products for local consumers</p>	<p>Deliver a program to feature or showcase local Aboriginal food products and providers in the Adelaide Central Market.</p>	<p>June 2022</p>	<p>Adelaide Central Market Authority</p>
<p>Economic Development</p> <p>45. Explore opportunities for City of Adelaide to further utilise social procurement principles to engage Aboriginal Businesses and employees</p>	<p>Engage LGA procurement cluster to develop shared procurement strategies that support Aboriginal and Torres Strait Islander businesses.</p> <p>Promote the State Government Business Register to internal procurers in the City of Adelaide.</p> <p>Report annually to the Reconciliation Committee on social procurement outcomes for Aboriginal Business.</p>	<p>May 2022 May 2023 May 2024</p>	<p>Finance and Procurement Procurement and Contract Management</p>



OPPORTUNITIES:

Providing opportunities for Aboriginal and Torres Strait Islander communities to assist Council in its goal of being a socially inclusive city.

Focus area:

Increasing the employment and retention of Aboriginal and Torres Strait Islander staff at the City of Adelaide, providing financial support to community groups and organisations and working with Kurna and broader Aboriginal communities to increase cultural tourism opportunities in the city.

ENDURING COMMITMENT:

Aboriginal groups and organisations are financially supported to convene cultural celebrations, including National Apology Day, Closing the Gap Day, National Sorry Day, National Reconciliation Week and NAIDOC Week within the City of Adelaide.

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
Aboriginal & Torres Strait Islander Events 46. Explore alternative grant processes for Aboriginal and Torres Strait Islander applicants	Explore more streamlined process for grant application and acquittal processes. Formalise Kurna Yerta Aboriginal Corporation communication regarding events hosted on Kurna Country to ensure the recognition and consultation with Traditional Owners.	March 2022	City Culture City Lifestyle Creative City City Culture City Experience
Aboriginal & Torres Strait Islander Cultures 47. Acknowledging Aboriginal and Torres Strait Islander cultures in City of Adelaide facilities (Adelaide Aquatic Centre and North Adelaide Golf Course)	Investigate and understand how the City of Adelaide recreation facilities can be more culturally inclusive and welcoming to our First Nation cultures. For example: Dual naming of buildings and incorporate Acknowledgment of Country in entry points.	May 2022	City Culture City Lifestyle (Centre Manager, Aquatic Centre)
Reconciliation Leadership 48. Council subsidiaries to review their policies and procedures to reflect opportunities for Aboriginal and Torres Strait Islander People and Businesses	Identify opportunities to positively influence suppliers and contractors to drive reconciliation outcomes.	June 2022	Adelaide Central Market Authority Adelaide Economic Development Agency
Economic Development 49. Promote Aboriginal and Torres Strait Islander Tourism	Explore opportunities to partner with Aboriginal and Torres Strait Islander tourism providers to develop a tourism product and/or offer cultural experiences in the city.	June 2022 June 2023 June 2024	Adelaide Economic Development Agency
Aboriginal & Torres Strait Islander Cultures 50. Support ATSI musicians and music businesses to have opportunities to perform and thrive in the Adelaide music industry	Engage with Aboriginal and Torres Strait Islander musicians and music businesses in the review of the Live Music Action Plan and include Aboriginal and Torres Strait Islander musicians in Council run events and performance opportunities.		City Experience (Strategic Project Lead and Team Leader Place and Event Experience)
Kurna Land Management 51. Engage Kurna in reviewing location of event spaces in the Park Lands	Engage Kurna in the review of the Adelaide Park Lands Management Plan, specifically in relation to any proposed changes to event site boundaries.	June 2022	City Experience (Strategic Project Lead) and Team Leader City Events)



GOVERNANCE, TRACKING PROGRESS AND REPORTING

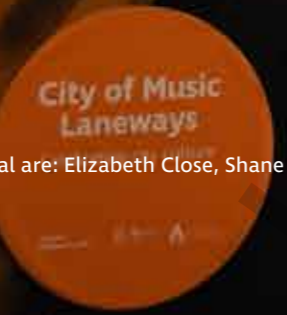
ENDURING COMMITMENTS:

- Stretch RAP developed by City of Adelaide Reconciliation Committee meets Council governance requirements
- City of Adelaide Stretch RAP has been created with and is available to the community
- City of Adelaide's Reconciliation Committee reports annually to Council on Stretch RAP delivery progress

ACTION	DELIVERABLE	TIMELINE	RESPONSIBILITY
52. Build accountability and transparency through reporting RAP achievements, challenges and learnings both internally and externally	Complete and submit the annual RAP Impact Measurement Questionnaire to Reconciliation Australia.	30 September, [2021–2024]	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer) Strategy and Insights
	Investigate participating in Reconciliation Australia's biennial Workplace RAP Barometer.		
	Summary of the Stretch RAP outcomes and impact will be included in the Council's annual report which will be made available to the public.		
53. Continue our reconciliation journey by developing our next RAP	Register via Reconciliation Australia's website to begin developing our next RAP (nine months prior to RAP expiry date).	October 2023	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
54. Continue our reconciliation journey by developing our next RAP	Elected Members and Office of CEO to attend Kurna language lessons with Kurna Warra Pintyanthi (KWP).	June 2022	Office of the Lord Mayor (Civics Coordinator) Office of the CEO
Representation & Governance 55. Supporting awareness of Kurna language	City of Adelaide to host a Kurna Warra Pintyanthi (KWP) introductory language session for Mayors and Elected Members from Councils located on Kurna Country.	June 2022	Office of the Lord Mayor (Civics Coordinator)
Representation & Governance 56. Acknowledging our Reconciliation Committee Members and leadership	Implement an Honour Roll Board to display names of both past, present, and future Reconciliation Committee members in prominent Town Hall location adjacent Elected Members Honour Roll Board.	December 2021	Office of the Lord Mayor (Civics Coordinator)
Representation & Governance 57. Elected Members to attend cultural respect training	Advocate and support LGA to create cultural awareness content and experiences in new council member induction.	July 2022	Governance Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)
Representation & Governance 58. Expand with additional Strategic Agency Representation on the Reconciliation Committee	Explore and implement an opportunity for a designated, Aboriginal & Torres Strait Islander Health & Wellbeing representative on the City of Adelaide Reconciliation Committee.	December 2022	Governance
Representation & Governance 59. Support the development of the Reconciliation Committee	Review Terms of Reference for the Reconciliation Committee at the end of every term.	July 2022	Governance
Representation & Governance 60. Aboriginal and Torres Strait Islander Consultation Protocols	Review Aboriginal and Torres Strait Islander Consultation Protocol.	June 2023	Park Lands, Policy and Sustainability City Planning & Heritage (Reconciliation Officer)



NO FIXED ADDRESS LN



The artists of the No Fixed Address Lane mural are: Elizabeth Close, Shane Mankitya Cook and Thomas Reddit
Image: Catherine Leo



Reconciliation Officer
 Colonel Light Centre
 25 Pirie Street
 ADELAIDE SA 5000
 Phone 08 8203 7203
cityofadelaide.com.au/reconciliation



Quarterly Forward Procurement Report

Q1 2021/2022

ITEM 5.4 01/06/2021
The Committee

Strategic Alignment - Strong Economies

Program Contact:
Grace Pelle, Manager, Finance &
Procurement 8203 7343

2020/00150
Public

Approving Officer:
Amanda McIlroy, Chief
Operating Officer, Corporate
Services

EXECUTIVE SUMMARY

In accordance with the Procurement Policy and Operating Guidelines, a forward Procurement Report will be presented to Council every quarter outlining significant planned procurement activities for the next quarter. Council may elect to call in a particular procurement activity to be considered by Council prior to commencing planned procurement activities. Significant procurements are defined as those with procurement expenditure estimated to be equal to or above \$1 million and high value / high criticality / risk procurements as assessed by Council's tiering tool as Tier 1 or 2.

This report covers Quarter 1 for the 2021/2022 financial year.

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The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Notes the Procurements set out in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021 which will be released to the market during Quarter 1 of the 2021/2022 financial year.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Strong Economies This report supports the delivery of all four community outcomes and the enabling priorities outlined in Council's 2020-2024 Strategic Plan.
Policy	This report is prepared in accordance with the requirements of Council's Procurement Policy. Council's current delegations for procurement are outlined in the Procurement Policy and Procurement Approvals Operating Guideline. There are no other policy implications.
Consultation	All Programs were consulted with in respect to significant procurement activity that is anticipated to occur in the first quarter of the 2021/22 financial year.
Resource	Not as a result of this report
Risk / Legal / Legislative	Section 49 of the <i>Local Government Act 1999 (SA)</i> outlines the principles that Council will apply to procurement.
Opportunities	Not as a result of this report
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. The purpose of the Quarterly Forward Procurement Report is to provide further information and visibility to Council of major procurement and contracting activity. In addition, this process provides opportunity for Council to call in a particular procurement activity to be considered by Council.
2. The following is an extract from the Procurement Policy, adopted by Council on 13 December 2016:

“The Council will have regard to the following measures in ensuring probity, accountability and transparency”

 - Council Members will be provided with a quarterly forward procurement plan for consideration, detailing tenders and contracts which will require Council Member approval;
 - Council Members will be requested to approve the award of all contracts that exceed \$4,000,000 (ex GST).”
3. Further, the Procurement Approvals Operating Guideline provides that Council Members will also be given details of procurement activities which have been assessed as Tier 1 or 2 Procurement Activity. Such Procurement Activity is considered high criticality and/or high risk.
4. Following receipt of the Quarterly Forward Procurement Report, the Council may elect to “call in” a particular procurement activity to be considered by Council. All procurement activities that are not “called in” will be undertaken as planned without any additional involvement from the Council except as otherwise specified in the Procurement Policy or Operating Guidelines.
5. For those procurement activities that are called into Council, a report may be provided to Council outlining the following:
 - 5.1. Specification of goods or services to be procured.
 - 5.2. The proposed evaluation criteria and weighting for the procurement activity.
 - 5.3. The proposed evaluation team.
 - 5.4. The proposed procurement approach and, if a select tender, the proposed companies that will be invited to submit a bid (*Procurement Summary Report*).
6. Based on the Procurement Summary Report, Council will either:
 - 6.1. Approve the proposed procurement process as required.
 - 6.2. Request the Chief Executive Officer to make amendments to the proposed procurement process, consistent with the Procurement Policy and applicable legislation.
7. This report covers Quarter 1 of the 2021/2022 financial year.
8. The Chief Executive Officer currently has delegated authority for up to \$4,000,000 under the Procurement Policy, provided the expenditure is within Council approved budget. From 1 July 2019 (for the Quarter 1 report of the 2019/20 financial year) the Chief Executive Officer determined to refer Contract Award of all Contracts where the value of the Contract exceeds \$1,000,000 for Council’s approval, except where it is a Purchasing Co-Operative Contractual arrangement, in which case approval of Contract Award is by the Chief Executive Officer.
9. As such, a Quarterly Forward Procurement Report is now presented to Council every quarter outlining planned procurement activities for each quarter which meet the following thresholds:
 - 9.1. Procurement activities with an estimated spend over \$1,000,000.
 - 9.2. Procurement activities with an estimated spend under \$1,000,000 which have been assessed as a Tier 1 and 2 procurement activity. Such procurement activity is considered high criticality and/or high risk.
10. In accordance with the above discussion, the Procurements set out in **Attachment A** of this report will be released to the market during Quarter 1 of the 2021/2022 financial year.

ATTACHMENTS

Attachment A – Quarter 1 2021/22 Forward Procurement Report

- END OF REPORT -

Attachment A – Quarter 1 2021/22 Forward Procurement Report

Program	Description	Proposed Procurement Approach	Anticipated Spend	Tier	Expected Qtr at Market	Comments
Corporate Services Information Management	CCTV for City of Adelaide sites and Public Area CCTV	Expression of Interest Request for Tender	\$3-\$4million	1	1	Funding from City Deals for the public CCTV.
Services, Infrastructure & Operations Infrastructure	Gawler UPark Sealing	Request for Tender	\$2million	1	1	-
Services, Infrastructure & Operations Infrastructure	Paxton's Walk	Request for Tender	\$2.2million	1	1	External Funding; one-off 12 months contract
Services, Infrastructure & Operations Infrastructure	Events Infrastructure Rymill Park	Request for Tender	\$1.1million	1	1	External Funding; one-off 12 months contract
Services, Infrastructure & Operations Infrastructure	Wyatt Street Carpark Lifts	Request for Tender	\$1.2million	1	1	CoA Funding; one-off 12 months contract

Services, Infrastructure & Operations City Operations	Traffic Signal Maintenance, Public Lighting and General Electrical	Request for Tender	\$3million	1	1	Proposed 5 years contract; multiple contracts may be awarded.
Services, Infrastructure & Operations City Operations	Recyclables Processing	TBA	\$1.25million	1	1	Market approach to be determined pending outcome of current movements in the supplier market.

Rebuilding Adelaide's Night Life

ITEM 5.5 01/06/2021
The Committee

Strategic Alignment - Strong Economies

Program Contact:
Michelle English, AD Park Lands,
Policy & Sustainability 8203 7687

2013/01378

Public

Approving Officer:
Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

This report has been prepared in response to Council's decision at its meeting on 9 June 2020 that administration investigates the appointment of an advocate of the City's night life and the implementation of a soundproofing scheme.

COVID-19 has impacted the city's economy particularly the Night-Time Economy (NTE) where many businesses have closed, while others are facing an uncertain future.

Pre COVID-19 the NTE sector contributed \$1.3 billion to the city economy with over 840 core night time businesses and 11,400 employees.

Recognising the importance of the NTE, the appointment of a Night Time Economy Advocate who will chair a NTE roundtable is recommended.

The City of Adelaide established a Noise Management Program (the Program) in 2006 to assist existing residential property owners to undertake noise attenuation works. The Program involves both the provision of expert advice through an Acoustic Advisory Service (AAS) and financial support through the Noise Management Incentive Scheme (NMIS). The Program is currently not offered to non-residential properties. A review of the Program is currently underway.

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The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council:

1. Approves undertaking an Expression of Interest process for the selection of a Night-Time Economy Advocate.
 2. Notes administration will bring back a report to Council in the first quarter of FY2021/22 recommending terms of reference for the NTE Advocate and the NTE roundtable.
 3. Notes a review of the Noise Management Program is underway and Council Members will be provided with an update on the outcomes of the review by November 2021.
 4. Notes the importance of continuing to advocate for the small venue liquor license and its role in the reactivation of the Adelaide CBD and the NTE.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Strong Economies
Policy	Acoustic Advisory Service and Noise Management Incentive Scheme Operating Guidelines
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	The actions and initiatives for determination by Council will provide the opportunity for a heightened strategic focus on night time activity that better coordinates engagement, representation, management and promotion of activities that rebuild Adelaide's nightlife, support night businesses and grow the economy of the City.
20/21 Budget Allocation	Council has budgeted \$38,634 for the Noise Management Program
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. At its meeting on 9 June 2020 it was resolved:

“That Council:

- 1.1. *Notes the City's \$1 billion per annum night economy has been devastated by the coronavirus (COVID-19) pandemic.*
- 1.2. *Notes that many cities around the world now have nightlife advocates, such as New York (the 'Nightlife Mayor'), London (the 'Night Tsar'), Amsterdam (the Nachburgemeester”) among many others, but that no Australian jurisdiction has a nightlife advocate.*
- 1.3. *Investigates the appointment of an advocate for the City's nightlife and economy that would act in the interests of all elements of the night economy, including live music and entertainment, hospitality, liquor licensing and other related policy matters, such as managing the complicated interface between the night and daytime economies and residents' rights to the quiet enjoyment of their properties.*
- 1.4. *Investigates a soundproofing subsidy scheme so that residents and hotels may be supported in soundproofing their premises to allow for increased night time activation around them that does not impinge upon their rights.”*

Background

2. The City of Adelaide (CoA) first formally recognised the importance of the Night-Time Economy (NTE) in the late 1990s while considering forward strategies as part of its Adelaide 2020 project. At that time Council sought to quantify the value and impacts of night time activity across the city to better inform its strategic planning and precinct development programs.
3. In subsequent years Council focused on the NTE as part of its strategies for infrastructure renewal, lighting and heritage, place making, population growth, culture, community, precinct programs as well as its obligations as a planning authority. This culminated in initiatives and actions arising from the joint City-State Good Evening Adelaide Strategy in 2012 and Council's Strategic Plan 2016-2020 objectives under the Liveable City theme. All of these were informed by a high level of engagement with key stakeholders, community, individual businesses, and peak industry groups.
4. In the period since the implementation of those strategies there has been sustained growth in the NTE against a backdrop of wider growth of the life, economy, and population of the city.
5. Council first investigated the opportunity for a “night mayor” and/or a night task force in 2016 as part of a wider discussion around ensuring that Council explored all options to protect and add value to the night economy. In particular, there was concern that live music and arts venues were under serious threat and it was felt that an advocate for the NTE was needed to better manage and improve relations between night time businesses, residents, the Council, various relevant authorities and development and construction groups.
6. Following consideration of the night mayor movement across the world, the matter was not pursued by Council. It was generally felt that there were sufficient avenues open to Council and State Government in terms of governance, Strategic Plan actions and stakeholder engagement to adequately manage and explore options to add value to the NTE without the need for an external advocate like a night mayor.
7. The NTE is broadly defined as operating between the hours of 6pm and 6am. The most recent report of the Council of Capital City Lord Mayors (CCCLM) on Night Economy 2018/19 found that in Adelaide since 2014:
 - 7.1. Revenue from core NTE businesses increased from \$1.073b to \$1.281b.
 - 7.2. The number of establishments increased from 767 to 842 (71% of these are food related establishments, 16% are pubs/bars, and 13% entertainment venues).
 - 7.3. The number of employees increased from 10,458 to 11,405.

COVID-19 impacts and City of Adelaide support for the NTE

8. The NTE in Adelaide is a powerful generator of economic, live music, arts, cultural and entrepreneurial employment. COVID-19 has impacted the NTE through the initial lockdown and subsequent restrictions that have prevented some businesses from either opening or operating in a sustainable manner. With ongoing restrictions in patron numbers and activities, many businesses remain vulnerable.
9. According to the latest Property Council of Australia's occupancy survey the number of workers returning to offices in April reached 70%. However, it is still unclear how many of those workers are back in the office full time or maintain flexible 'working from home' arrangements.

10. According to Spendmapp.com.au data there was a 22% drop in total spend in the NTE in the Adelaide LGA during 2020.
11. Device counters located across the city have shown that during 2020 the decrease in detections during night time has been higher than the decrease in detections during day time when compared to pre-COVID levels.
12. The CoA continues to undertake activities that implicitly support and grow the NTE. These include:
 - 12.1. Supporting the activation and use of under-utilised buildings.
 - 12.2. Growing activation of laneways and an entrepreneurial culture and extending the city activation programming criteria to support night time activities, particularly through Mainstreets Revitalisation.
 - 12.3. Promoting Adelaide as a prime destination for work, study, living and visiting.
 - 12.4. Delivering a campaign to specifically promote night time activities in the city.
 - 12.5. Partnering with cultural institutions to increase visitors to the city and Park Lands.
 - 12.6. Working with the State Government to support growth in conferences, events and festivals and support growth in tourism and hospitality infrastructure.
 - 12.7. Promoting Adelaide's UNESCO City of Music accreditation and opportunities for live music venues.
 - 12.8. Working with the State Government and key stakeholders on extension of trading hours and enabling legislation for small bars, outdoor dining and other activities in the public realm.
 - 12.9. Highlighting the importance of the current small venue liquor license in the reactivation of the Adelaide CBD.
 - 12.10. Increasing the scope and number of grants and sponsorship funding to support events and festivals, recreation and sport, arts and culture, community development, business support, and outdoor activation, nearly all of which provide and foster night time activity.
 - 12.11. Offering free on-street parking during night time.
 - 12.12. Supporting the Christmas Festival and related precinct activity during this period.
 - 12.13. Supporting city activation during winter months.
 - 12.14. Delivering the Noise Management Program that supports residents to undertake noise attenuation work.
 - 12.15. Reviewing and broadening the scope of the Adelaide Park Lands Events Management Plan, and engaging the festivals industry in solutions to support long term sustainability.
13. There are currently a number of roundtables and reference groups that work as a conduit for businesses and key stakeholders to engage with the CoA to provide ideas or raise concerns about CoA activities. An example of this is the Hindley Street Roundtable, that among other initiatives, has been addressing safety concerns in the late NTE since its formation.

Approach in other jurisdictions to night time advocate

14. There are 35 cities across the world that have a night mayor or ambassador role. To date, no jurisdiction in Australia has pursued this or enacted a specific agency or individual to represent the sector outside of Council, other than as part of a stakeholder or representative engagement. This may be due to the layers of cultural, historical, governance and regulatory considerations overseas that are not always comparable to Australian cities.
15. The City of Sydney did inform its deliberations on the past lockdown of licensed premises by consulting with the night mayor of Amsterdam, but no similar role was formally considered for adoption.
16. The City of Melbourne has recently formed a Night-time Advisory Committee that is composed by 13 external members, 2 Councillors and 1 representative from the Victorian Government (and 2 members from the university sector on ex-officio basis).
 - 16.1. The advisory committee will provide advice to City of Melbourne on:
 - 16.1.1. The growth and sustainability of the NTE.
 - 16.1.2. Feedback on proposed City of Melbourne initiatives that support the NTE.
 - 16.1.3. Contribute to City of Melbourne decision-making with data and expertise.
 - 16.2. The Committee has no binding decision making authority or executive function in the context of City of Melbourne activities, operations or obligations. This Committee is chaired by James Young, owner of Cherry Bar, a well-known and highly regarded late night live music venue.

Noise Management Program

17. The CoA's Noise Management Program, the first of its kind in Australia, was established in 2006 to support the Council's goals to increase the resident population of the city. The Program acknowledges the importance of achieving co-existence between different land uses by seeking to improve the quality of the living environment for residents. Since this time, the Program has included the following:
 - 17.1. An Acoustic Advisory Service – free site visits to eligible residents with an acoustic engineer.
 - 17.2. Noise Management Incentive Scheme (NMIS) - 50% of the total cost of approved attenuation works up to a maximum of \$1200. In the last five years a total of 46 grants have been made from a total of 76 enquiry-initiated site visits. A budget of \$38,000 has been allocated for 2020/21 to support the NMIS.
 - 17.3. Introduction of policies in the Adelaide (City) Development Plan with onus both on noise receivers and noise generators – these policies have now been substantially transferred to the new state-wide Planning and Design Code.
 - 17.4. Information and technical guides to support increased understanding of noise in a city context.
18. Currently, non-residential properties are not eligible for NMIS funding. A review underway is investigating extending the scheme to include hotels as per the 6 June 2020 Council decision.
19. In the last five years through the Noise Management Program, the CoA has received ten complaints where the primary concern was noise related to night time activities.

Proposed approach

20. Based on the information provided, the proposed approach is to conduct an EOI process for the appointment of a Night Time Advocate that will represent the city's nightlife. The Night Time Advocate will be external from Council and will be in charge of organising a quarterly roundtable with key stakeholders. Its main objectives will be to provide advice to Council on initiatives to rebuild Adelaide's nightlife and to advocate for a safe and vibrant NTE on behalf of key stakeholders.
21. If the EOI process is approved, terms of reference will be prepared to inform the process and the future work of the roundtable. It is important to note that the appointment of a NTE Advocate will have budget implications.
22. NTE considerations and responses will also be included in the review of the Adelaide Park Lands Event Management Plan review and responses to engagement with the festivals industry.
23. It is important to note that linked to initiatives to support and grow the NTE, increased noise control, regulatory, policing and safety measures may be required.
24. There is also opportunity for a joint State-Council collaboration that could implement a broader approach to response and recovery strategies that could also be a funding vehicle for specific night events as well as supporting sector led representation and initiatives. In this regard it should be noted that there have been successful collaborations in the past through the Capital City Committee and other joint activities either securing and/or promoting major night activities, including events, performances, festivals.
25. A review of the Noise Management Program is currently underway and an expansion of the criteria for the NMIS to include non-residential properties is being evaluated. (ie acoustic attenuation for music, roller doors, mechanical plant and equipment etc). This review includes an assessment of the objectives, guidelines, and budget.

ATTACHMENTS

Nil

- END OF REPORT -

COVID-19 Financial Impact

ITEM 5.6 01/06/2021
The Committee

Strategic Alignment - Strong Economies

Program Contact:

Grace Pelle, Manager, Finance & Procurement 8203 7343

2020/01920

Public

Approving Officer:

Amanda McIlroy, Chief Operating Officer, Corporate Services

EXECUTIVE SUMMARY

In January 2020 the world learned of a new strain of coronavirus (COVID-19) which has since become a global pandemic. The repercussions of this virus have impacted every corner of our community and our economy, forcing our residents and businesses to live and work differently.

At a meeting of Council on 3 March 2021, the preliminary financial impact of COVID-19 on Council income was provided in response to a question on notice, comprising \$28.7m over the 2019-20 and 2021-22 financial years.

The impact of COVID-19 on Council's financial results has stretched further than loss of income. The City of Adelaide showed leadership in its immediate response to the pandemic with its City Support Package and City Business Package and continues to invest in a wide range of initiatives to underpin recovery for City businesses, City residents. Hardship subsidies offered to ease rate and rental payments and costs of additional cleansing services to keep our City safe, all had a direct impact on our operating position. The full analysis of these impacts is provided in this report.

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The following recommendation will be presented to Council on 8 June for consideration

That Council

1. Notes the report.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<p>Strategic Alignment – Strong Economies</p> <p>Attraction and retention of a broad range of businesses and investment.</p> <p>Strategic Alignment – Enabling Priorities</p> <p>Robust financial management enabling efficiencies in operations and new revenue streams.</p>
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	Not as a result of this report
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. In January 2020 the world learned of a new strain of coronavirus (COVID-19) that soon after became a global pandemic. The repercussions of this virus have impacted every corner of our community and our economy, forcing our residents and businesses to live and work differently.
2. On 9 March 2021 Council was provided with information on the preliminary operating financial impacts of COVID-19 on Council's income by way of a reply to a question on notice. At that time Council Members were advised a report would be presented prior to 30 June 2021 to provide a more detailed financial report on the impact of COVID-19 from 2019/20 through to the proposed 2021/22 budget.
3. The purpose of this report is to provide the detailed financial information as suggested above. Future disclosures for the impacts of COVID-19 will be presented in the end of year financial statements unless there are varying circumstances.
4. It was estimated that the financial impact on Council income over the 2019-20 and 2020-21 financial years would be \$28.7m due to factors including reductions in income from commercial businesses, on-street parking and expiations, events, and subsidiaries. The impact of COVID-19 on Council's financial results have stretched further than loss of income. Hardship subsidies offered to ease rate and rental payments and additional costs of cleansing services to keep our City safe, directly impacted our operating position.
5. The City of Adelaide showed leadership in its immediate response to the pandemic with its City Support Package and City Business Package and continues to invest in a wide range of initiatives to underpin recovery for City businesses, City residents. Since March 2020 City of Adelaide has provided over \$11 million in assistance, initiatives and campaigns to draw people back to the city and provide direct benefit to businesses. Some highlights include: Outdoor Activation Grants to enable small businesses to better utilise and enhance the outdoor areas adjacent to their business through medium-to-long-term street level improvements; Adelaide's Long Lunch promotion providing \$30 vouchers to spend at restaurants, cafés, tours and attractions around the CBD and North Adelaide; the City Business Support package in partnership with Business SA including access to a business advice hotline, accounting, statutory and compliance information, tenants' landlord advisory service, and digital capability coaching, and the Winter Weekends and Street Beats and Eats program to activate main streets and key dining strips including fire pockets, live music and DJs.
6. The revised estimated operating financial impact of COVID-19, from 2019/20 through to the proposed 2021/22 budget, on the City of Adelaide is \$29.4m. The detailed breakdown of this impact is provided in the table below.
7. The 2020/21 forecast figures are considerate of positive trends occurring in the market. The commercial operations have generated higher than anticipated revenues than originally anticipated. This result will be finalised as the financial year comes to a close and Council's audited financial statements are prepared.
8. The 2021/22 forecasts are based on the draft budget. The approved budget parameters include revenues (excluding rates) budgeted at 85-90% of pre-COVID-19 levels. Continual monitoring of these revenues will be undertaken and any amendments to this will be brought to Council for approval as a part of reporting on the achievement of the \$4.75M budget repair item. The 2021/22 also assumes continuation of COVID-19 related programs.
9. In addition to operating impacts, COVID-19 has also impacted the City of Adelaide's cash flows.
10. On the Balance Sheet there are Debtors that are experiencing difficulty in payment of outstanding debts from rates or rental. The City of Adelaide suspended outstanding rates and debt recovery action during this period.
11. Of the Debtors, there are 414 accounts with Collection Agencies for \$3.4m, 88 accounts experiencing financial hardship for \$0.865m, 34 customers under payment arrangements for \$0.165m, and 16 accounts where Administrators/liquidators have been appointed for \$0.076m.
12. In addition, for those customers who have paid their debts, payments of these amounts have been delayed compared to the expected payment cycles which has been attributed to the impact of COVID-19 on rate payers' cash-flows and their finances during this period. However, it is estimated that only 4% of the expected monthly payment of rates is delayed.

Detailed breakdown of the financial impacts of COVID-19

	2019/20 \$'000	2020/21 \$'000	2021/22 Estimated Forecast \$'000	TOTAL \$'000
Reduction in income due to closure services/reduced activity levels				
Off-Street Parking	(3,896)	(3,107)		(7,003)
Acquatic Centre	(1,876)	(2,285)	(644)	(4,805)
Expiations	(1,870)	(3,085)	(2,039)	(6,994)
On-Street Parking	(1,737)	(1,079)	(187)	(3,003)
Adelaide Town Hall	(360)	(979)	(644)	(1,983)
Events	(138)	(215)	(100)	(453)
Golf Links	(106)			(106)
Reduction in expenditure due to closure of services/reduced activity levels				
Acquatic Centre	1,346	1,460		2,806
Upark	451	101		552
Expiations	360	877	768	2,005
Adelaide Town Hall	151	292	18	461
On-Street Parking		46		46
City Stimulus Packages				
Outdoor Activation grants	(57)	(1,321)		(1,378)
New and expanded events and sponsorship programs			(1,000)	(1,000)
Energy assessments			(400)	(400)
Long Lunch		(250)		(250)
Digitalmarket place			(250)	(250)
Summer street beats and eats			(100)	(100)
Event infrastructure funding scheme			(50)	(50)
Cancelled Events - savings from				
Sponsorships for events no longer proceeding		350		350
New Years Eve contribution		346		346
Lord Mayors Christmas Pageant function		34		34
Lord Mayors Golf Day		7		7
Lord Mayors Christmas Reception		30		30
Property Relief - Waiving of Rental payments	(3,231)			(3,231)
Business Continuity Plan Implementation	(2,839)			(2,839)
Remote working ICT capability provisions	(422)	(310)	(305)	(1,037)
Freezing of Fees and Charges		(250)	(250)	(500)
Addition Cleaning of CoA facilities including playgrounds	(124)	(175)		(299)
Communications - Advertising and Signage	(101)			(101)
Other various items	(132)	(100)		(232)
NET FINANCIAL IMPACT OF COVID-19	(14,581)	(9,613)	(5,183)	(29,377)

ATTACHMENTS

Nil

- END OF REPORT -

Adelaide's Christmas Festival Action Plan 2021 - 2024

Strategic Alignment - Dynamic City Culture

2021/00590
Public

ITEM 5.7 01/06/2021
The Committee

Program Contact:
Christie Anthoney, Associate
Director, City Culture 8203 7444

Approving Officer:
Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

The City of Adelaide Christmas Festival Action Plan 2021 - 2024 sets out the desired outcomes for the City through a festival approach to Christmas over the next four years. The Christmas Festival will deliver on Council's commitment to drive visitation to the city.

Contributing to Council's Cultural Strategy 2017-2023, the Christmas Festival Action Plan 2021 – 2024 aims to achieve economic growth through a cultural lens.

The Christmas Festival Action Plan was developed through direct consultation with Council Members at a workshop held on 21 July 2020, and through community consultation, market research and stakeholder engagement. The Plan enables participation and encourages inclusion and diverse expressions of cultural celebration. The Christmas Festival Action Plan 2021 – 2024 builds upon and replaces the Christmas in the City Strategy 2014 – 2018.

The Christmas Festival will provide a platform for partners, businesses, artists and event organisers to leverage off, and work together, to promote Adelaide as a key visitor destination during November and December annually. The festival will showcase Adelaide's enviable lifestyle, climate, creative cultural life and level of wellbeing during the Christmas season, contributing to Council's vision of becoming the most liveable city in the world.

The Christmas Festival Action Plan 2021 – 2024 responds to the challenges presented by the COVID-19 pandemic and positions Adelaide as the premiere location in South Australia to participate in the signature events of the Christmas season. The Christmas Festival enables innovation and invests in partnerships to grow to deliver must-see dynamic lighting and decorative displays utilising Adelaide-based companies working in lighting, digital and projection.

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The following recommendation will be presented to Council on 8 June 2021 for consideration.

That Council

1. Adopts the City of Adelaide Christmas Festival Action Plan 2021 to 2024, as set out in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	<p>Strategic Alignment – Dynamic City Culture</p> <p>The City of Adelaide Christmas Festival Action Plan 2021 to 2024 delivers on Council's aspirational vision to be the world's most liveable city. It delivers primarily on Council's Dynamic City Culture theme, particularly in enabling 'Beautiful, surprising places' and 'Celebration of diverse community, culture and creativity'. The Action Plan, through engagement with city businesses and mainstreets, delivers on the theme of Strong Economies. The Plan also contributes to Thriving Communities and encourages Environmental Leadership in the delivery of events and activity.</p>
Policy	<p>The City of Adelaide Christmas Festival Action Plan 2021 to 2024, if approved by Council, will replace the Christmas in the City Strategy and Action Plan 2014-2018.</p> <p>The City of Adelaide Christmas Festival Action Plan 2021 to 2024 will contribute to the delivery of the Cultural Strategy 2017-2023 (November 2020 Refresh) by showcasing and enabling Festivals in the City of Adelaide.</p>
Consultation	<p>Consultation and stakeholder engagement has been undertaken in 2020 and in 2021 with Council Members, businesses, artists and creatives, potential partners and key stakeholders. Market research with 466 city users was also undertaken in December 2020.</p>
Resource	<p>The resourcing of the Christmas Festival Action Plan is determined by the annual Business Plan and Budget process. External funding and collaboration will also be sought through partnership arrangements over the life of the Action Plan.</p>
Risk / Legal / Legislative	<p>Not as a result of this report</p>
Opportunities	<p>The Christmas Festival Action Plan creates a platform for partnerships and engagement with Christmas in a more cohesive way. There is an opportunity for city businesses, artists, creatives and event organisers to leverage from the Christmas Festival, utilising shared marketing and promotional avenues.</p>
20/21 Budget Allocation	<p>Through the Business Plan and Budget process \$350k has been allocated for Christmas in the City.</p>
Proposed 21/22 Budget Allocation	<p>It is proposed that similar funding is considered for 2021/2022 budget allocation.</p>
Life of Project, Service, Initiative or (Expectancy of) Asset	<p>The Christmas in the City Action Plan 2021 to 2024 is a four-year document and delivered through the 2020/21; 2021/2022; 2022/23; 2023/24 annual Business Plan and Budget processes, with review due to commence in 2024/25.</p>
20/21 Budget Reconsideration (if applicable)	<p>Not as a result of this report</p>
Ongoing Costs (eg maintenance cost)	<p>The City of Adelaide owns and purchases Christmas lighting and decorations, including the big Christmas Tree. There are ongoing maintenance costs associated with these assets.</p>
Other Funding Sources	<p>Council will pursue State Government funding and other collaborative partnerships such as with the South Australian Tourism Commission, who deliver the National Pharmacies Christmas Pageant, to increase the available resources for Adelaide's Christmas Festival.</p>

DISCUSSION

1. The development of a new festival approach to delivering Christmas in the City of Adelaide was discussed with Council Members at a workshop on 21 July 2020. Based on feedback received, an iterative approach was undertaken to develop the Christmas Festival Action Plan 2021 to 2024 (**Attachment A**) which is now presented to Council for adoption.
2. The Christmas Festival Action Plan (the Action Plan) will contribute to the delivery of the Cultural Strategy 2017-2023 by showcasing and enabling festivals in the City of Adelaide and supporting artists directly to deliver quality creative and dynamic experiences. The Christmas Festival will assist the city to achieve economic growth through a cultural lens.
3. The new festival approach was trialled over Christmas 2020, a year in which delivery of events and activities in the city were significantly disrupted due to the global pandemic. The global pandemic will continue to impact upon the delivery of Christmas activity, certainly in 2021/22, due to COVID Safe event planning requirements.
4. In 2020 the National Pharmacies Christmas Pageant was delivered at Adelaide Oval to 30,000 people for the first time, and Carols by Candlelight held a smaller online event. Planning for the delivery of these events in 2021 is still underway.
5. Council is committed to bringing people back into the City, and this is a key driver for the Christmas Festival this year and over the life of the Action Plan.
6. The Christmas Incentive Scheme was successfully delivered for the first time in 2020, providing \$225k directly to city businesses, artists, creative and community organisations to deliver live music and performance, community events and small festivals, maker markets and window displays. The focus was on local economies and small activations to contribute to a calendar of daily activity for City visitors.
7. The Action Plan will deliver three primary outcomes to the city
 - 7.1. Outcome 1: The city will be brimming with magical places, dynamic destinations and sensory experiences.
 - 7.2. Outcome 2: The city will be the premiere location in South Australia to participate in the signature events of the Christmas season.
 - 7.3. Outcome 3: City businesses, artists and makers will be directly supported to grow their cultural, artistic and economic contribution to the city to attract audiences, visitors and givers.
8. The Action Plan key deliverables are:
 - 8.1. Lighting and Decorations
 - 8.2. Banners and City Dressing
 - 8.3. Signature Events
 - 8.4. Christmas Incentive Scheme
 - 8.5. Strategic Partnerships
 - 8.6. Marketing Campaign.
9. The Action Plan will also enable wellbeing and thriving communities by enabling community events that build connectedness and reduce social isolation. The Christmas Festival is inclusive and supports diverse expressions of cultural celebrations.
10. It is proposed that the Christmas Festival starts in alignment with the commencement of Christmas in Rundle Mall, and the installation of the Victoria Square/Tarntanyangga Christmas Tree, and ends after the twelve days of Christmas on 6 January, when the Christmas Tree is de-installed.
11. Adelaide's New Year's Eve is celebrated during the Christmas Festival annually.
12. The City of Adelaide proudly celebrates our status as a UNESCO City of Music. City users told us, through the consultation conducted during Christmas 2020, that they want more live music and more carols at Christmas time. The Christmas Incentive Scheme, as well as directly engaging musicians and choirs will enable more publicly accessible festive music across the City during the Christmas Festival.
13. The Action Plan will enable makers, artists and creative industries to participate in the festival through delivering experiences and events with support from the Christmas Incentive Scheme.

14. This plan enables the engagement of lighting, digital and projection creative technologies to deliver magical experiences.
15. The Mainstreet Revitalisation program will also enable Hutt Street, O'Connell Street, Melbourne Street and Hindley Street traders to attract visitors and maximise opportunities for businesses to benefit from the Christmas Festival.
16. The Action Plan enables the City of Adelaide and Adelaide Economic Development Agency to work together to cross promote Rundle Mall and City-wide events and activation through the City of Adelaide Advent Calendar and Christmas Incentive Scheme.
17. The City of Adelaide will actively seek out partnerships to deliver major lighting and decorative displays for the primary purpose of attracting visitation to the city over the four-year life of the Action Plan.
18. The Action Plan acknowledges that infrastructure improvements are required to enable more banners, lighting and decorations to be installed on city assets, and includes an action to deliver a program of asset improvements for this purpose.
19. The Action Plan will be funded through the annual Business Plan and Budget process, through shared resourcing across Council and external investment.
20. Five proposed key performance indicators will help track the success of the Action Plan. These will be considered in conjunction with reports on City-wide and Rundle Mall business trends each season:
 - 20.1. Number of locations for lighting and decorations
 - 20.2. Number of Christmas Incentive Scheme events and cultural experiences
 - 20.3. Number of new major events/partnerships
 - 20.4. Public satisfaction measures (indication of quality)
 - 20.5. Cultural Strategy measure (see paragraph 23).
21. Outcomes tracking key performance indicators will be provided to Council Members for each Christmas Festival via annual E-News updates in quarter 3 for the life of the Action Plan.
22. Consultation and engagement conducted in 2020 and 2021 directly contributed to the development of the Action Plan. The reports can be located below:
 - 22.1. City of Adelaide Christmas Festival Action Plan Consultation - Your Say Report (Link 1 view [here](#))
 - 22.2. Christmas Festival 2020 Intercept Survey Report (MacGregor Tan) (Link 2 view [here](#)).
23. A Cultural Strategy measure 'Through my participation in Adelaide's Christmas Festival I experienced something special, outside of the everyday' was applied to consultation during Christmas 2020 and the results will serve as a benchmark for the next four years.
 - 23.1. Average rating for Christmas Incentive Scheme participant received acquittals was 9/10
 - 23.2. Average rating for city user respondents (MacGregor Tan Intercept Survey) was 6.6/10.
24. City visitors to Christmas events rated the importance of the City's Christmas activities to:
 - 24.1. Supports musicians, artists, creatives, designers and makers (93%)
 - 24.2. Support city businesses (92%)
 - 24.3. Creates a festive atmosphere day and night (91%).

DATA AND SUPPORTING INFORMATION

Link 1 – City of Adelaide Christmas Festival Action Plan Consultation

Link 2 - Christmas Festival 2020 Intercept Survey Report

ATTACHMENTS

Attachment A – Christmas Festival Action Plan 2021 – 2024

- END OF REPORT -

Christmas Festival Action Plan

2021-2024



Adelaide.
Designed for Life.



CITY OF
ADELAIDE

Acknowledgement of Country

City of Adelaide tampendi, ngadlu Kurna yertangga banbabanbalyarnendi (inbarendi).
Kurna meyunna yaitya mattanya Womma Tarndanyako.

Parnako yailtya, parnuko tappa purruna, parnuko yerta ngadlu tampendi. Yellaka Kurna
meyunna itto yailtya, tappa purruna, yerta kuma burro martendi, burro warriappendi,
burro tangka martulyaiendi. Kumarta yaitya miyurna iyangka yalaka ngadlu tampinhi.

City of Adelaide acknowledges that we are meeting on the traditional country of the
Kurna people of the Adelaide Plains and pays respect to Elders past and present.

We recognise and respect their cultural heritage, beliefs and relationship with the land.
We acknowledge that they are of continuing importance to the Kurna people living
today. And we also extend that respect to other Aboriginal Language Groups and other
First Nations.

You can also listen to this acknowledgment at:
[cityofadelaide.com.au/community/reconciliation/
welcome-and-acknowledgement-of-country](https://www.cityofadelaide.com.au/community/reconciliation/welcome-and-acknowledgement-of-country)



An invitation from the Lord Mayor

Christmas is one of our community's most magical and treasured times of the year. It ignites joy and playfulness in the young and young at heart and is a special time full of meaning and memories.

Adelaide, as one of the world's most liveable cities, treasures our unique and beloved Christmas traditions. Adelaide's Giant Christmas Tree in Victoria Square/Tarntanyangga and our annual Christmas Pageant, which turns 90 years of age in 2022 are iconic moments.

Adelaide's Christmas Festival is a new Council-led festival that will grow and thrive through partnerships over the next four years, adding another must-do event to our annual festival calendar.

As a globally recognised Creative City, Adelaide is well placed to leverage our local creative sectors to enhance the Christmas season, through arts and culture; unique shopping experiences in Rundle Mall and precincts and festive events across the City and North Adelaide. In 2020 we delivered the inaugural Christmas Incentive Scheme which directly funded local businesses and creatives to co-deliver Christmas experiences. The successful Scheme is now a central feature of Council's Christmas planning.

Adelaide is also a globally recognised Festival City. A Festival is many things; a series of activities brought together under one captivating umbrella and strong marketing campaign. Great festivals require shared vision and partnerships, consistent theming, big ticket attractions and opportunities for participation. A festival is a catalyst for economic impact and celebrates City cultures.

Adelaide's Christmas Festival commences in November when Father Christmas arrives on a Pageant float and ends on 6 January after the 12 days of Christmas. The Christmas Festival offers visual, auditory and sensory experiences, encouraging visitation and capitalising on retail peaks, including the shopping extravaganzas on Black Friday and Boxing Day.

As a UNESCO City of Music, Adelaide has a reputation for high quality musical experiences and Christmas is a unique opportunity to amplify music as part of everything we do in new and exciting ways, whether it be live music at the big Christmas Tree, carols in Arcades, major music events or spine-tingling choral experiences in unexpected places.

As a smart city, Adelaide is home to lighting and projection creatives who will design new and exciting ways to experience Christmas.

Christmas is a time when city workers can let their hair down and find the perfect location for their workplace function.

Christmas is also a time when I can thank the community for their efforts during the year at the Adelaide Town Hall through my annual Christmas community celebrations.

We will continue to work with our partners and encourage everyone in the City to get on board with lighting and decorations, and new events.

I welcome you to join us at Adelaide's Christmas Festival, from the Pageant through to New Year's Eve, days and nights full of events and wonder, with something for everyone.

We encourage everyone to join with us to build Adelaide as a magical and festive destination for dining, shopping, recreation and participating in the spirit of the season over the next four years.

Sandy Verschoor
The Lord Mayor of Adelaide

Introduction

The City of Adelaide's 2020-2024 Strategic Plan outlines a vision to be the world's most liveable City with a Dynamic City Culture, a city that celebrates diverse community, culture and creativity. Council is also committed to building a city of Strong Economies with mainstreets and laneways activated for economic growth and providing support to build robust retail and creative sectors.

This plan builds upon Adelaide's Christmas Festival 2020 and responds to Council's vision for the Festival, garnered through engagement with Council members. This plan also responds directly to public feedback as a result of consultation conducted during Christmas 2020.

As a UNESCO Creative City, Adelaide has a reputation for surprising and delighting visitors by the breadth of cultural celebrations across the City. Adelaide is known for successfully collaborating across all tiers of government and building creative partnerships to deliver festivals in City streets, hubs and venues. The Christmas Festival has been created to utilise our reputation as a festival City. Christmas creates a unique season of celebration leading up to Adelaide's summer event season.

As a global smart city, Adelaide has an opportunity to engage new technologies in digital, lighting and projection displays for Christmas. New laser, drone, augmented reality and sound technologies are emerging to delight and inspire visitors to the City at Christmas.

Council was acutely aware in 2020 of its role in supporting City businesses in a COVID-19 environment by driving visitation to the City during Christmas. This plan continues that recovery work. In 2020, Council conducted market research with Adelaide visitors, who shared their vision and preferences for Christmas time in the City, telling us what they most

enjoy and what is most special to them. Favourite Christmas activities included:

- The big Christmas Tree
- Christmas decorations and lighting, and
- Shopping.

These responses indicate that a variety of must-see experiences, cultural, shopping and festive offerings attract people to the City. Respondents also told us they wanted to experience multicultural, diverse and inclusive Christmas offerings. Council is committed to a strong marketing campaign for Christmas, sharing the stories and images of the delights and attractions in the City.

This plan sets out the ways the Christmas Festival will grow in its offering and attraction over the next four years.

Cities throughout the world consistently invest in decoration and lighting in the public realm to attract visitation and create places of wonder and festiveness at Christmas time. Decoration and lighting in the Southern Hemisphere, and in the Australian context can be unique and bespoke compared to darker and colder cities in the Northern Hemisphere as well as celebrating European traditions.

Council will invest in signature events and major attractions, new banners, decorations, lighting and marketing over the life of the plan, rolling out new experiences and new festive places over four years.

Council will build strong partnerships to achieve a consistent outward facing campaign across the City to attract local, interstate and global visitation. The festival will harness local creativity through visual displays and events, as well as leveraging big moments and the wow factor such as major lighting installations and lighting up Adelaide's buildings and places of interest, including our cultural boulevard along North Terrace.

Acknowledging the charitable and giving aspects of Christmas, Council will commit to growing partnerships with community organisations and facilitating giving opportunities across the City. The City of Adelaide, in its role as leader and facilitator, creates and leads Adelaide's Christmas Festival as a platform for visitation, community celebration and participation.

The City encourages businesses and traders to leverage off the Christmas Festival for the benefit of business growth during the season.

The City works with artists, creatives, and community to create magical experiences, share traditions and promote the spirit of Christmas across the City.

This plan has three goals:

Goal 1: The City will be brimming with magical places, must-see dynamic destinations, decorations and lighting, and sensory experiences that draw people in day and night.

Goal 2: The City will be the premiere location in South Australia to participate in the signature events of a festive season that is culturally rich, meaningful and prosperous.

Goal 3: City businesses, artists and makers will be directly supported to grow their cultural, artistic and economic contribution to the city, to attract audiences, visitors and givers.



Strategic Planning Context

City of Adelaide Strategic Plan 2020 – 2024

Adelaide: the most liveable city in the world

Outcome 2: Strong Economies

Outcome 3: Dynamic City Culture

Strategic Plans aligned to the Christmas Festival Action Plan

City of Adelaide Cultural Strategy 2017-2023

Festivals Action Plan 2021-2024 (to be developed)

Public Art Action Plan 2019-2022

Live Music Action Plan 2017-2020

Live Music Action Plan 2021-2024 (to be developed)

Aligned Policy Documents

Adelaide Park Lands Events
Management Plan 2016-2020

Adelaide UNESCO Creative City of Music Designation

Disability Access and Inclusion Plan 2019-2022

Stretch Reconciliation Action Plan 2018-2021



Item 5.7 - A

Council's role in Adelaide's Christmas Festival

Council's role in Adelaide's Christmas Festival

Council plays the following roles in Adelaide's Christmas Festival:

Leader

As the Capital City of South Australia, Adelaide drives the Christmas Festival as a platform for a dynamic city culture and strong economies

Service Provider

The City of Adelaide provides services to the City during Christmas such as major infrastructure, lighting, decorations including the Christmas Tree, event and experience facilitation and support to businesses

Regulator

The City of Adelaide facilitates COVID Safe events in the public realm

Advocate

As a UNESCO Creative City, and a Festival City, the City of Adelaide has an important role in advocating for city businesses, partner organisations and governments through a strong Christmas Festival marketing campaign

Facilitator

The City of Adelaide provides funding and facilitation for creative industries, artists and musicians to deliver live music, performances, events and high quality magical experiences during the Festival

Owner of Asset Adelaide's Christmas Festival is delivered across Council buildings, Park Lands and public roads



Adelaide's Christmas Festival 2020 Evaluation and Key Findings

Three consultation portals were used to garner feedback about the new Christmas Festival initiatives as well as ascertain community expectations of the Festival into the future. Council commissioned independent market research resulting in 314 online surveys and 152 face to face interviews (466 in total); conducted a Your Say survey through the Council website (22 responses); and sought feedback from Christmas Incentive Scheme recipients.

What makes the City feel festive?

Those surveyed said that Rundle Mall and Victoria Square/Tarntanyangga felt the most festive. This includes the Big Christmas Tree.

People want Council to provide more of the following elements to feel festive.:

- More Christmas decorations and displays
- Music and carols, and:
- more Christmas lighting.



Why is Adelaide's Christmas Festival important?

People told us that the most important outcomes of Adelaide's Christmas Festival are, from the most important are:

1. Supports city businesses and equally that it
2. Supports musicians, artists, creatives, designers and makers.

They also told us that Christmas Festival is important because it:

3. Creates a festive atmosphere day and night and
4. Creates a sense of inclusiveness and community.



What will Adelaide's Christmas Festival contribute to the City?

Contribute to strong economies and dynamic city culture, celebrating Adelaide as a 'magnet' city

Generates spending on retail and hospitality by attracting visitors

Directly funds city businesses, mainstreets, musicians, makers and artists to deliver Christmas experiences and attractions.

Whole of city approach to Christmas

A platform for collaboration with creative industries to create magical places and destinations through new lighting, digital and projection technologies

Delivers a coordinated season of daily activities and nightly attractions

Showcases our assets as a city with enviable lifestyle, climate and level of wellbeing



Goal 1

The City will be brimming with magical places, must-see dynamic destinations, decorations and lighting, and sensory experiences that draw people in day and night.

What we want to achieve together:

- Stunning, magical places unique to South Australia evoke the feeling of Christmas
- Award winning Christmas Festival marketing campaigns
- Bustling, festive summer days and nights in enhanced outdoor environments
- Cultural institutions and buildings are lit and decorated as Christmas destinations

How we will do it:



	City of Adelaide Strategic Plan Outcomes		
	Dynamic City Culture		Strong Economies
	Beautiful, surprising places	Celebration of diverse community, culture and creativity	Mainstreets and laneways activated for economic growth
Actions			
1.1 Rundle Mall transforms into a magical place for visitors offering a unique shopping experience in South Australia	✓		✓
1.2 Develop and invest in a program of annual infrastructure upgrades (ie banner brackets, power and footings) to enable more lighting and decorative displays to be installed on City assets	✓	✓	✓
1.3 Develop and roll-out a four-year progressive plan for decorative and artistic lighting installations in trees, places, private buildings and spaces across the City	✓	✓	✓
1.4 Develop an annual Christmas Festival marketing campaign with key partners and dress the city with Christmas Festival messages and promotion	✓	✓	✓
1.5 Work with partners to deliver at least one major decoration/ lighting/banner installation annually, seeking out new technology, digital, drone, lighting and projection partners to deliver quality experiences and maximise new opportunities	✓	✓	✓
1.6 The Adelaide Central Market is a must-visit Christmas destination	✓	✓	
1.7 The Adelaide Town Hall is a venue for Christmas events, and is part of the City dressing for Christmas	✓		
1.8 Mainstreets, laneways, places and underutilised spaces surprise and delight through place activation	✓	✓	✓
1.9 Maps and activity ideas are widely available to visitors to engage in the Christmas Festival	✓	✓	✓
1.10 Christmas themed lighting and projections across City buildings, bridges and places in partnership with State Government and major cultural institutions and places of spiritual and cultural importance at Christmas time	✓	✓	✓
1.11 Work with traders and property owners to decorate and light their buildings	✓	✓	✓

Goal 2

The City will be the premiere location in South Australia to participate in the signature events of a festive season.

What we want to achieve together:

- The uniquely Adelaide traditional signature events are celebrated and delivered, and we build new ones
- Signature events are the pillars of the Christmas Festival marketing campaign
- Community, cultural, retail and tourism partnerships are nurtured to grow the festival
- Diverse communities participate in the Christmas Festival

How we will do it:



	City of Adelaide Strategic Plan Outcomes		
	Dynamic City Culture	Celebration of diverse community, culture and creativity	Strong Economies
	Beautiful, surprising places		Mainstreets and laneways activated for economic growth
Actions			
2.1 Partner with the South Australian Tourism Commission to deliver the Christmas Pageant on City streets (when COVID Safe)	✓	✓	✓
2.2 Deliver the giant Christmas Tree in Victoria Square/ Tarndanyangga, including lighting countdown experiences, Christmas Carols and celebrations	✓	✓	✓
2.3 Provide an 'advent calendar' approach to marketing with a focus on attracting visitors to City businesses, Mainstreets and signature events	✓	✓	✓
2.4 Facilitate a major community Christmas carol event in the City Park Lands	✓	✓	✓
2.5 Adelaide Choral Network, as part of a partnership during Adelaide Year of the Choir 2022, assist Council to facilitate public choral events and activities during the Christmas Festival		✓	✓
2.6 Deliver and revitalise signature Christmas events for Adelaide such as the Lord Mayors Christmas functions and partner with a charity annually to roll out giving opportunities across city events and places		✓	
2.8 Work with the music industry to grow live music events and experiences in the City during the Festival		✓	
2.9 Promote Adelaide Town Hall Christmas events	✓	✓	✓
2.10 Support the wellbeing of city users through participation and engagement in community events and activities	✓	✓	✓

Goal 3

City businesses, artists and makers will be directly supported to grow their cultural, artistic and economic contribution to the city, to attract audiences, visitors and gift givers.

What we want to achieve together:

- Businesses and creative industries are supported to lead Christmas activities and become ambassadors for the Christmas Festival
- Festive experiences enhance shopping and gift giving
- Mainstreets, precincts and places are creatively activated through incentives and place facilitation

How we will do it:



	City of Adelaide Strategic Plan Outcomes		
	Dynamic City Culture		Strong Economies
	Beautiful, surprising places	Celebration of diverse community, culture and creativity	Mainstreets and laneways activated for economic growth
Actions			
3.1 Deliver and promote the Christmas Festival Incentive Scheme for live music, performances, and community events with a focus on Mainstreets including Hutt St, Hindley St, Rundle St, Gouger St, O'Connell St, Melbourne St and at events spaces in proximity to local businesses, and ensuring cultural diversity and inclusion	✓	✓	✓
3.2 Encourage all businesses to activate and decorate frontages across the City through Place Coordination and Mainstreet Revitalisation during the Christmas Festival and share their images and stories through widespread marketing campaigns	✓	✓	✓
3.3 Promote shopping and discount offers at local businesses and makers markets through the Christmas Festival marketing campaign			✓
3.4 Develop Christmas discovery and walking trails through retail precincts and mainstreets	✓		✓
3.5 Enable performance, live music and carols to attract shoppers to businesses and promote combined retail, dining and cultural offerings to enhance a unique shopping experience as part of the Festival		✓	✓
3.6 Promote key retail days and events such as Black Friday and Christmas shopping associated campaigns to support retail businesses as part of the Christmas Festival			✓
3.9 Engage artists to deliver Christmas themed projections in mainstreets	✓	✓	✓

Measuring Success

Council will review the success of each Christmas Festival annually which will include reviewing data on visitation and foot traffic to Rundle Mall, maintreets and events. In addition a set of measures will be collected annually over the life of the Christmas Festival Action Plan 2021-2024.

KPI's	Measures
Number of locations for lighting and decorations	Baseline number and locations 2020 <i>Source: City Experience Team</i>
Number of Christmas Incentive Scheme activities and recipients	Live music, performance and events baseline 2020 <i>Source: CIS acquittals & Cultural Dashboard</i>
Number of new partnerships/major events	Baseline 2020 or 2019 i.e. Pageant and Carols <i>Source: City Experience Team</i>
Public Satisfaction Measures	City Festiveness – 51% of attendees felt city was festive – Christmas Festival Survey 2020 <i>Source: MacGregor Tan</i>
Cultural Strategy Measure	'Through my participation in Adelaide's Christmas Festival I experienced something special, outside of the everyday'. Christmas Festival Survey 2020. <i>Source: MacGregor Tan</i>

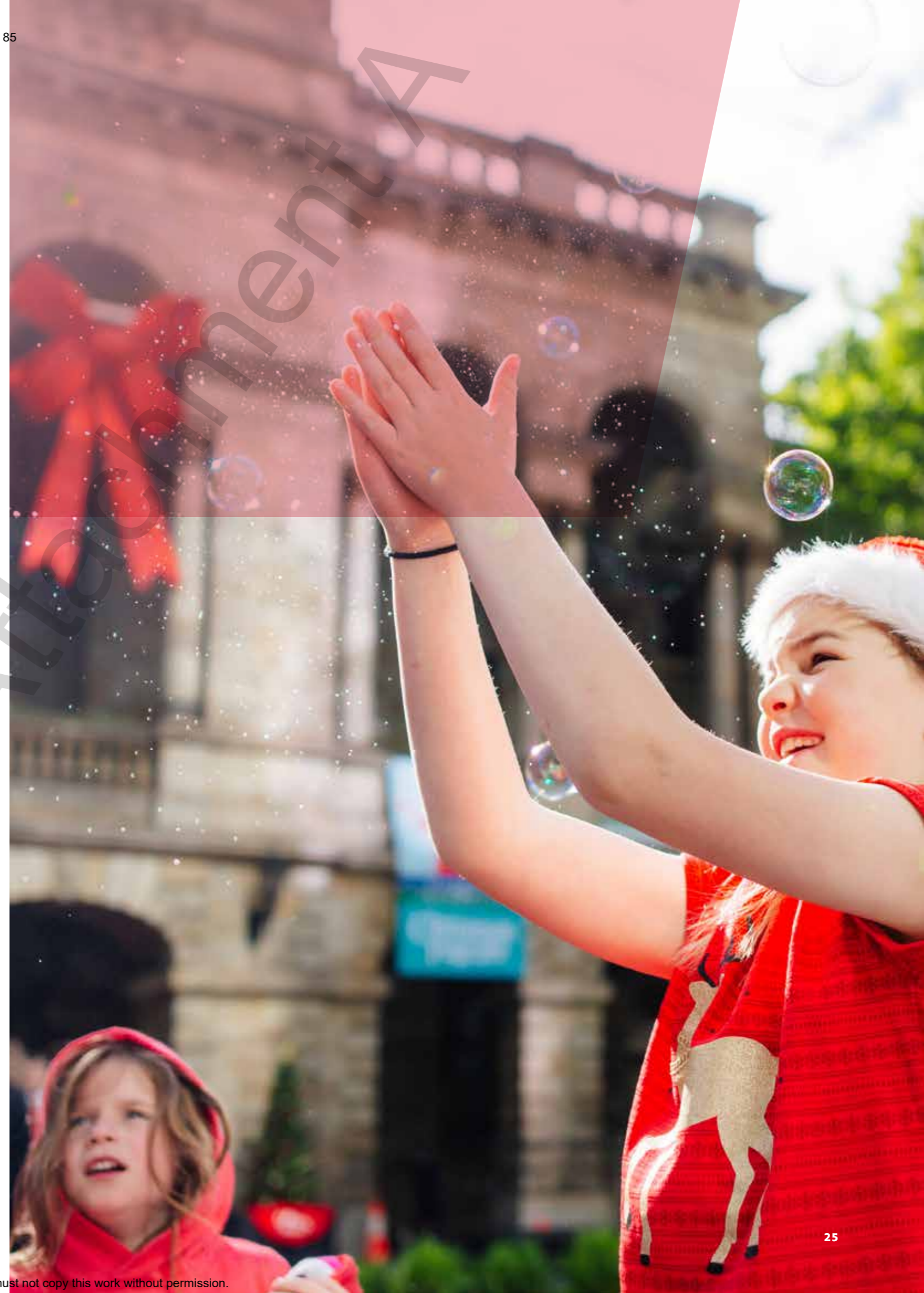


Item 5.1.A

City-wide Partners and Stakeholders

The following contributors play an important role in delivering the Christmas Festival in partnership with the City of Adelaide:

Adelaide Oval	Council Internal Partners
Charity partners	Adelaide Aquatic Centre
City business owners	Adelaide Central Market
Creative industries and arts sectors	Adelaide Economic Development Agency / Rundle Mall
Community and cultural organisations, churches and institutions	Adelaide Town Hall
Corporate partnerships	City Libraries and Community Centres
Event organisers	Customer Centre
Live music industry	North Adelaide Golf Course
Markets & Makers	
North Terrace Cultural Institutions, specifically State Library of SA, SA Museum, Art Gallery of South Australia	
South Australian Tourism Commission	
State Government Departments	





Item 5.7 - Attachment A

**Adelaide.
Designed for Life.**



CITY OF
ADELAIDE

City Connector Promotion

ITEM 5.8 01/06/2021
The Committee

Strategic Alignment - Dynamic City Culture

Program Contact:
Matthew Morrissey, Associate
Director, Infrastructure 8203 7462

2019/02429
Public

Approving Officer:
Klinton Devenish, Director
Services, Infrastructure &
Operations

EXECUTIVE SUMMARY

In response to the decision of Council on 9 February 2021, the Administration has investigated options to promote the City Connector service. Consultation has been undertaken with the Department for Infrastructure and Transport (DIT) on promotional measures they could undertake. A range of promotional options have been considered, with no-cost and paid approaches developed.

Options at no additional cost to City of Adelaide (CoA) include a social media campaign on CoA pages, 'on hold' messaging on calls to the Customer Centre, promotion on digital screens in CoA buildings, and through CoA channels such as the What's On newsletter and the rates brochure.

Paid promotional options include direct mail to all city residents, brochure distribution to city hotels, a social media advertising campaign and an advertising campaign including, but not limited to, outdoor / bus shelter and radio advertising. These promotions could be undertaken either as part of a single sustained campaign or through an ongoing or burst campaign throughout the year. The cost of a paid campaign could range between \$20-40,000, depending on the approach and methods employed.

DIT could promote the City Connector service through advertising on the Adelaide Metro front page, refreshing existing web content and digital screens in the Adelaide Railway Station information centre and in Service SA locations in the city. The cost of any paid promotions will be 100% CoA's responsibility, DIT's contribution to the City Connector service will not extend beyond the provisions of the Deed of Agreement.

As the City Connector is a free service, patronage data is not recorded through ticketing information, making it difficult to properly assess the impact and success of any campaign.

.....

The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Notes the options developed for promotion of the City Connector service.
 2. Approves, in partnership with DIT, the progression of the promotional options that can be undertaken at no additional cost to Council.
 3. Notes that for any paid promotions, CoA would be responsible for 100% of the cost.
 4. Notes that assessment of the success of any campaign will be difficult due to the lack of ticketing information for the City Connector service and recent fluctuations in patronage.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Thriving Communities A safe, affordable, accessible, well-connected city for people of all ages and abilities, and all transport modes.
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	Opportunity to better promote the service to increase patronage.
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The Deed of Agreement for the operation of the City Connector extends for five years, until June 2026.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	50:50 funding arrangement with State Government for the operation of the City Connector, however any promotional activities beyond what can be undertaken by DIT in-house will be 100% funded by CoA.

DISCUSSION

Background

1. At its meeting on 9 February 2021, Council requested that the Administration work with the Department for Infrastructure and Transport to investigate options to better promote the City Connector service.
2. A range of options have been developed and are outlined below. Options have been categorised into those that can be undertaken at no additional cost to Council and those that will require budget reconsideration.
3. CoA will be responsible for 100% of funding for measures that incur costs beyond the current budget allocation. While DIT will undertake internal promotion, in line with their current position on City Connector funding their contribution to the service will not extend beyond the provisions of the Deed of Agreement.

Current Service Promotion

4. The City Connector service is currently promoted on the City of Adelaide and SA Tourism websites. The primary source of promotion and service information is the Adelaide Metro website, which details routes, stops and timetables. The service currently has no presence on social media.
5. The service has previously been promoted as part of CoA's sponsorship of events in the city, with links to the service included on event websites.
6. It is noted that it is difficult to gauge the effectiveness of any campaign to promote the City Connector. Typically, patronage data would be used to assess a campaign's impact, however, as the City Connector is ticketless, patronage counts are undertaken manually by the driver. Due to the onerous nature of this, surveys are only undertaken twice annually, in March and October.
7. The impact of COVID-19 on patronage would also impact the accuracy of any patronage measurements. Patronage dropped by approximately 45% from 2019 to 2020 and it would be difficult to ascertain whether patronage increases are due to the promotional campaign or a natural return of passengers that previously utilised the service.
8. Promotional impact on service will be limited to campaign effectiveness, which will be measured through website traffic and social media reach and engagement.

Options at No Additional Cost

9. The City Connector service can be promoted via existing CoA channels at no additional cost. A campaign would consist of promotion through social media, newsletters and via CoA's internal channels.
10. The methods employed as part of this approach are detailed in the following table:

Action	Target Audience	Approximate \$	Agency lead
Social media	Residents / visitors	\$0	CoA
"On hold message"	Phone calls to the CoA customer centre	\$0	CoA
CoA digital screens	City community, libraries, aquatic centre	\$0	CoA
CoA channels - What's On newsletter - Rates brochure	"Piggy back" existing communications	\$0	CoA

11. The campaign could commence approximately three to four weeks from Council approval, to allow time for campaign development.

Six Week Paid Campaign

12. A six week promotional campaign would help to maximise the number of people reached and could be targeted at a period of increased visitation to the city, such as during a holiday period or a time of increased tourist visitation.
13. In addition to the options at no additional cost detailed above, the campaign would consist of direct mail to all city residents, brochure distribution to city hotels, a social media advertising campaign and outdoor/bus shelter advertising.
14. The anticipated cost for a six week marketing campaign would be approximately \$22,000.
15. The methods employed as part of a paid campaign approach are detailed in the following table:

Action	Target Audience	Approximate \$	Agency lead
Citywide distribution to all residential letterboxes	Residents	\$4,000	CoA
Brochure distribution to city hotels	Visitors	\$3,000	CoA
Social media advertising campaign	Residents / visitors	\$5,000	CoA
Bus shelter advertising	Current bus users	\$10,000	CoA

16. The campaign could commence approximately four weeks from Council approval, to allow time for campaign development and media placement booking.

Ongoing / Burst Paid Campaign

17. An ongoing or burst promotional campaign would be spread throughout the year. The methods employed would be similar to those used during a six week campaign, but rather than a single sustained campaign a series of shorter 'mini' campaigns would be undertaken at various points throughout the year. Again, these could be targeted at periods of increased visitation to the city.
18. The anticipated cost for an ongoing or burst campaign approach would be approximately \$37,000, ie additional \$15,000 to the anticipated cost for a six week marketing campaign referred to in paragraph 14.
19. The methods employed as part of an ongoing or burst approach are detailed in the following table:

Action	Target Audience	Approximate \$	Agency lead
Citywide distribution to all residential letterboxes	Residents	\$4,000	CoA
Brochure distribution to city hotels	Visitors	\$5,000	CoA
Social media advertising campaign	Residents / visitors	\$8,000	CoA
Advertising campaign, eg - Bus shelter advertising - Radio	Current bus users Car commuters	\$20,000	CoA

20. The campaign could commence approximately four weeks from Council approval, to allow time for campaign development and media placement booking. The Administration would discuss the most effective frequency and timing of advertising 'bursts' with the media agency to help maximise impact.

DIT Campaigns

21. DIT have advised on no-cost approaches they could undertake to promote the City Connector service.
- 21.1. Updating the Adelaide Metro website to place the City Connector on the front page.
- 21.2. Updating and refreshing existing City Connector web content.
- 21.3. Promotion on the Adelaide Railway Station visitor information centre digital screen.
- 21.4. Promotion through posters and / or digital screens at Service SA locations.
22. DIT also advised that A3 posters promoting the service could be displayed in Adelaide metro buses, subject to availability. As this would form part of DIT's broader advertising arrangements, there would be a charge for this approach, with the total subject to the number of buses in which advertising is displayed.
23. DIT have advised that they are in the process of developing a 'back on board' advertising campaign to encourage people to return to public transport following a COVID-19 related decline in patronage. DIT will keep CoA informed on the progress of the campaign and of possible opportunities to leverage the campaign to promote the City Connector.

Next Steps

24. Should Council endorse the proposed promotional approach, Administration and DIT will proceed to implement the promotional approach which has no cost to Council.
25. The City Connector budget currently does not include any allowance for advertising, so the paid campaigns would require budget reconsideration to secure funding.
26. Given the difficulty of assessing the impact and success of any campaign due to the lack of electronic patronage data, it is recommended that only the CoA and DIT measures that incur no additional cost are progressed.

ATTACHMENTS

Nil

- END OF REPORT -

Heritage Incentive Scheme Allocation over \$50,000

Strategic Alignment - Dynamic City Culture

HIS/19/2021 & HIS/20/2021
Public

ITEM 5.9 01/06/2021
The Committee

Program Contact:

Michelle English, Associate
Director, Park Lands, Policy &
Sustainability 8203 7687

Approving Officer:

Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

The Heritage Incentive Scheme (HIS) Operating Guidelines require proposed allocations of more than \$50,000 to be presented to Council for a decision.

This report recommends that Council support the proposed conservation works to 235 Rundle Street and 235A Rundle Street, Adelaide via a grant through the Heritage Incentive Scheme. The works comprise the structural stabilisation and conservation of the balcony and verandah to both buildings.

.....

The following recommendation will be presented to Council on 8 June 2021 for consideration.

That Council

1. Approves an allocation of \$96,000 for conservation works to 235A Rundle Street and \$96,000 for conservation works to 235 Rundle Street as contained in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021, in accordance with the Heritage Incentive Scheme Operating Guidelines.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Dynamic City Culture Encourage smart, creative, adaptive reuse of heritage assets, including through incentives and promotion
Policy	Heritage Incentives Scheme allocations greater than \$50,000 are in accordance with Council's Built Heritage Management Policy and HIS Operating Guidelines.
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Risk is managed by allocations being reimbursed to owners upon satisfactory completion of the works.
Opportunities	Leveraging other initiatives of Council to further enhance the liveability of the city
20/21 Budget Allocation	\$1.1 million has been budgeted in 2020/21, with \$738,798 allocated to date. This recommended allocation of \$192,000 is within the allocated budget.
Proposed 21/22 Budget Allocation	A budget of \$1.115 million is proposed for the Heritage Incentive Scheme in 2021/22.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	The property owners will contribute 50% of the cost of the works.

DISCUSSION

1. The Heritage Incentives Scheme (HIS) Operating Guidelines require that allocations of more than \$50,000 are presented to Council for a decision [Link 1 view [here](#)].

The HIS Guidelines funding criteria is:

- 1.1. Professional Advice and Documentation – Funding of up to \$10k or 75% of the total documentation and professional cost, whichever is the lesser amount.
- 1.2. Minor Conservation Works – For conservation works up to \$40k in cost, a grant of up to \$20k or 50% of the total project cost, whichever is the lesser amount, is available.
- 1.3. Major Conservation Works – For conservation works over \$40k in cost, a grant is available based on the following incremental scale:
 - 1.3.1. 50% subsidy for works up to \$200k (maximum grant of \$100k)
 - 1.3.2. 25% subsidy for works above \$200k (up to maximum grant of \$250k).
2. The Heritage Incentives Scheme is a partnership program between owners of heritage places and Council's Built Heritage Management Program.
3. A total Heritage Incentives Scheme budget of \$1.1 million has been allocated for 2020/21. At 3 May 2021, a total allocation of \$738,798 has been made for projects.
4. The proposed works at 235 and 235A Rundle Street involve:
 - 4.1. Removal of all rotted structural and decorative timber and the installation of a new concealed structural steel framework to the balcony floor, reinstatement of the balcony timber floor and soffit, and reinstatement of the decorative cast iron posts and balustrade.
 - 4.2. The decorative gablet to the balcony will be restored, the balcony dividing privacy screens restored and a new verandah and balcony roof installed.
5. The proposed allocation is consistent with the Heritage Incentives Scheme Operating Guidelines and within the available budget. The guidelines allow for funding to be allocated to both Local Heritage Places and State Heritage Places.
6. **Attachment A** sets out an analysis of the proposal against the Operating Guidelines.
7. The below provides some context on the proposed site:
 - 7.1. 229A-237 Rundle Street is in multiple ownership with each property individually listed as a Local Heritage Place.
 - 7.2. This block of six attached two-storey shops and residences was built in 1889 for the South Australia Company. The South Australian Company was founded in 1835 and was vitally important in South Australia's settlement and development.
 - 7.3. The shops at 229-237 Rundle Street East were associated with the Chinese family of Sym Choon from the early 1920s. Thomas Sym Choon purchased the building for his four children. Gladys Sym Choon, his daughter, made her mark as an importer of Chinese and other Oriental luxury goods. She is believed to have journeyed annually to China, other Asian countries as well as Russia, in search of merchandise that included embroidered satins, china vases, sandalwood carvings, ivory figures and sandalwood soap. When the shop finally closed in August 1985, after 52 years of successful trading, the goods sold at the shops had hardly changed from the early 1920s. Although in different hands, the shop retains the name of Gladys Sym Choon.
 - 7.4. These two properties at 235A and 235 Rundle Street are separately owned; however, the owners have committed to jointly address the structural stabilisation and conservation of the balconies and verandahs.

DATA AND SUPPORTING INFORMATION


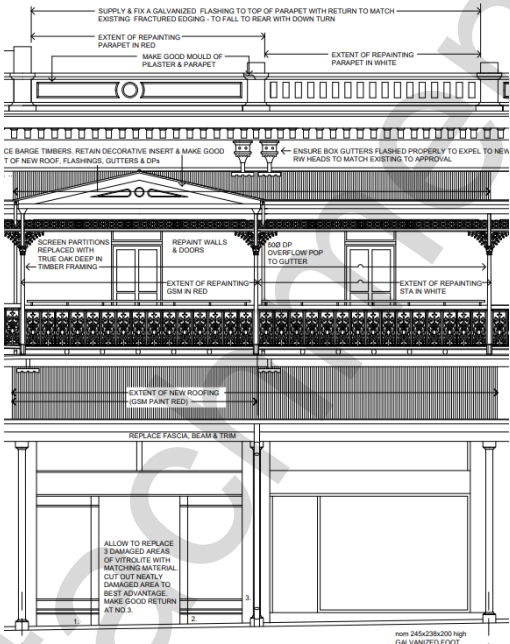
Link 1 – Heritage Incentives Scheme Operating Guidelines

ATTACHMENTS

Attachment A – Details of Conservation Works – 235A & 235 Rundle Street

- END OF REPORT -

Attachment A – Details of Conservation Works

Property Details	235A Rundle Street, ADELAIDE 235 Rundle Street, ADELAIDE	
		
Project Category	Major Conservation Works	
Assessment Criteria	Score	Comments
Needs of Building	3/3	The balcony and verandah timbers are rotted and in urgent need of structural stabilisation and/or replacement. Roof and rainwater goods will be replaced as part of the proposed work. The balcony is currently propped for safety pending commencement of conservation works.
Visual Contribution to Public Realm	3/3	The buildings occupy a commanding location within Rundle Street and contribute to an important streetscape of intact 19 th century commercial and residential buildings of immense significance to the history of the City.
Heritage Value	2/3	These buildings are listed as Local Heritage Places (City Significance)
Level of Past Financial Assistance	3/3	Neither owner has received prior HIS funding for conservation works to these buildings.
Total Score	11/12	
Cost of Conservation Works		235A Rundle St - \$192,000 235 Rundle St - \$192,000
Total Cost of Works		\$384,000
Proposed HIS Allocation 235A Rundle Street	50%	\$96,000
Proposed HIS Allocation 235 Rundle Street	50%	\$96,000

Rating Policy 2021-22

ITEM 5.10 01/06/2021
The Committee

Strategic Alignment - Enabling Priorities

Program Contact:
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Procurement 8203 7343

2021/00122
Public

Approving Officer:
Amanda McIlroy, Chief
Operating Officer, Corporate
Services

EXECUTIVE SUMMARY

Section 123 of the *Local Government Act 1999 (SA)* requires Council to have a Rating Policy that must be prepared and adopted as part of the Business Plan and Budget each financial year in conjunction with the declaration of rates.

The Rating Policy includes reference to compulsory features of the rating system, as well as the policy choices that the Council has made on how it imposes and administers the collection of rates.

At all times, the Rating Policy should be fair and equitable, recognising that all ratepayers have access to core goods and services and should contribute towards the costs.

Following discussion with Council Members at a workshop held at The Committee on 24 November 2020, Council approved the draft 2021-2022 Rating Policy for community consultation in February 2021. Community consultation was held from 28 March to 19 April 2021 and the draft Rating Policy is now being presented to Council for adoption.

.....

The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Adopts the proposed Rating Policy for 2021-22 contained in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021, to be included as part of the 2021-22 Business Plan and Budget which has been amended from the draft Rating Policy approved for public consultation to reflect feedback from community consultation. Changes are to:
 - 1.1. Remove the 1% discount for upfront payment in full,
 - 1.2. Retain an increased rate for long-term vacant land,
 - 1.3. Retain the Special Discretionary Rebate at 10%,
 - 1.4. Remove the Pensioner and Self-funded Retiree rebate.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Enabling Priorities Council's rates are administered each year in line with the <i>Local Government Act 1999 (SA)</i> (the Act). The City of Adelaide's Rating Policy which outlines Council's approach towards rating its community is due for revision. S123 of the Act requires Council to have a Rating Policy that must be prepared and adopted as part of the Business Plan and Budget each financial year in conjunction with the declaration of rates.
Policy	Update to the City of Adelaide Rating Policy
Consultation	Public consultation on the proposed changes to the Rating Policy was held from the 28 March to 19 April 2021 as part of the consultation for the 2021-2022 Business Plan and Budget
Resource	Not as a result of this report
Risk / Legal / Legislative	Sections 146-169 of the <i>Local Government Act 1999 (SA)</i> (the Act) detail the legislative requirements in relation to Council setting Rating Policy
Opportunities	Not as a result of this report
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
20/21 Budget Reconsideration (if applicable)	Budget Implications from this policy will be reflected in the declaration of rates report due to Council in June 2021.
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. The City of Adelaide's Rating Policy aims to balance the five main principles of taxation:
 - 1.1. Benefits received – ratepayers who receive more benefits (services provided, or resources consumed) should pay a higher share of tax.
 - 1.2. Capacity to pay – a ratepayer who has less capacity to pay tax should pay less, and ratepayers of similar means should pay similar amounts.
 - 1.3. Administrative simplicity – minimal costs are involved in applying and collecting the tax and the tax is difficult to avoid.
 - 1.4. Economic efficiency – whether the tax distorts economic behaviour.
 - 1.5. Policy consistency – the tax should be internally consistent, and based on transparent, predictable rules that are easily understood and accepted by ratepayers.
2. In applying these principles, any decision with respect to rating should consider the financial effects of the decisions made today on the future generations of tomorrow.
3. In the first change to the City of Adelaide's Rating Policy since 2015, administration proposed four separate amendments and at its meeting on 24 November 2020, the Committee was provided with an opportunity to discuss and provide feedback and input into the proposed amendments.
4. At a workshop held at The Committee on 24 November 2020, Council was informed of the level of exemptions and rebates that exist under the current legislation. As a result, Council and administration have initiated various discussions with key stakeholders such as Universities, the CEO of LGA South Australia, SA metropolitan CEOs, and Office of Local Government, to review the exemptions required under the Act to ensure fair and equitable distribution of rates across Council.
5. At the 9 February 2021 Council meeting, a Draft Rating Policy containing the below amendments was approved to be included as part of the 2021-22 Business Plan and Budget consultation process.
 - 5.1. An incremental lift of the Special Discretionary Rebate (SDR) from 10% to 15% applicable to all residential and non-residential ratepayers.
 - 5.2. Declaration of a differential vacant land rate on all long-term vacant land holdings (5+ years) of 100% of the current residential rate.
 - 5.3. Introduce a 1% discount for the early payment of rates if payment is made in full on or before the date of when the first quarter rates are due.
 - 5.4. No longer provide the additional rate concessions currently being provided to pensioner and self-funded retirees, due to the introduction of the State Governments Cost of Living Allowance in 2015.
6. Community consultation on the Draft Rating Policy was held from the 28 March to 19 April 2021, inviting feedback and comments through walk-in sessions at the North Adelaide Library, Coronel Light Customer Centre and the Hutt St Library and an on-line survey published on the City of Adelaide Your Say website.
7. A total of 246 responses were received, along with 134 responses to three Quick Polls.
8. Survey results summary:
 - 8.1. 1% Discount for upfront payment of rates
 - 8.1.1. Of the 246 responses received, close to two-thirds support the discount for the upfront payment of rates, while just over a quarter did not support his change.
 - 8.1.2. Interestingly, whilst close to two-thirds support the discount, results from the 131 respondents to the Quick Poll show that almost 50% were not likely to pay rates upfront in full.
 - 8.2. Changes to the basis of vacant land
 - 8.2.1. The majority of the 246 responses received (71%) supported charging more for vacant land held for 5+ years.
 - 8.2.2. Quick Poll responses also indicated strong support with around three-quarters agreeing owners of long-term vacant land should pay a higher rate.
 - 8.3. Increasing the Special Discretionary Rebate from 10% to 15%.
 - 8.3.1. Increasing the SDR was generally not supported with 44% of respondents they did not want the change and 25% saying they were not sure.
 - 8.4. Removal of pensioner and self-funded retiree concession.

- 8.4.1. Unsurprisingly residents were strongly opposed to the removal of the pensioner and self-funded retiree concession, with 58% of survey and 70% of Quick Poll responses not supporting the change.
9. After considering community feedback received during the consultation period, the following recommendations are being proposed to the Draft Rating Policy.
- 9.1. Removal of the 1% discount for upfront payment of rates
- 9.1.1. Whilst in theory the application of a discount appealed to ratepayers, approximately 50% of quick poll respondents indicated they would not pay their rates upfront.
- 9.1.2. On this basis, the discount would not achieve the result of increasing cashflow, as only those ratepayers who currently pay upfront would receive the discounts.
- 9.1.3. Applying a discount for upfront payment can be seen as only benefiting those who can afford to do so, thus not being fair and equitable to the wider ratepayer base.
- 9.1.4. On this basis, it is recommended that an upfront payment discount is not implemented.
- 9.2. Changes to the basis of vacant land
- 9.2.1. As this initiative has received overwhelming community support and is aimed at encouraging future development within the city, it is recommended the introduction of an increased rate for long-term vacant land is included in the rates policy.
- 9.3. Increasing the Special Discretionary Rebate from 10% to 15%.
- 9.3.1. Due to only 31% of respondents supporting an increase in the SDR, combined with valuations largely remaining on hold for the 2021-22 financial year, any benefit from the SDR would be minimal.
- 9.3.2. It is recommended that increasing the SDR is placed on hold and reconsidered in-line with a future review of base valuations.
- 9.4. Removal of the pensioner and self-funded retiree rebate
- 9.4.1. Whilst we acknowledge an overall lack of community support for the removal of the rebate, we also consider that the State Government already provide support for eligible ratepayers through the Cost-of-Living Allowance that was introduced in 2015.
- 9.4.2. The City of Adelaide is one of the last remaining councils to continue to provide a rebate since the introduction of the State funded allowance.
- 9.4.3. Continuing to provide an additional rebate could be considered double dipping and not fair and equitable for the wider community.
- 9.4.4. In addition to the Cost-of-Living Allowance, eligible ratepayers pursuant to the *Local Government Act 1999*, can apply to the City of Adelaide to postpone payment of rates against their property.
- 9.4.5. Due to the above considerations, it is recommended that the current Pensioner and Self-funded retiree rebate be removed from the Rating Policy. In order to continue to educate and support ratepayers, the rates notice will include information about how self-retirees and pensioners can apply for the State Government Cost-of-Living Allowance.
- 9.5. In-line with the recommended changes discussed above, a copy of the Proposed Rating Policy reflecting the changes has been included as **Attachment A**.

ATTACHMENTS

Attachment A – 2021-22 City of Adelaide Rating Policy

- END OF REPORT -

RATING POLICY

Date this document was adopted

legislative / non-legislative

PURPOSE

The purpose of this policy is to outline Council's approach towards rating its community in line with the requirements of the *Local Government Act 1999 (SA)* (the Act).

Section 123 of the Act requires Council to have a rating policy that must be prepared and adopted as part of the Business Plan and Budget each financial year in conjunction with the declaration of rates.

STATEMENT

Council's powers to raise rates are found in Chapter 10 of the Act which provides the framework within which the Council must operate, but also leaves room for the Council to make a range of policy choices.

This document includes reference to compulsory features of the rating system, as well as the policy choices that the Council has made on how it imposes and administers the collection of rates.

At all times, the rating policy should be fair and equitable, recognising that all ratepayers have access to core goods and services and should contribute toward the costs.

Principles of Taxation

Rates are not fees for services. They constitute a system of taxation on the community for Local Government purposes. This policy represents the Council's commitment to balancing the five main principles of taxation with the need to raise revenue for the purpose of providing the goods and services the community requires.

Benefits received – ratepayers who receive more benefits (services provided, or resources consumed) should pay a higher share of tax,

Capacity to Pay – a ratepayer who has less capacity to pay should pay less, and ratepayers of similar means should pay similar amounts,

Administrative simplicity – minimal costs are involved in applying and collecting the tax and the tax is difficult to avoid,

Economic efficiency – whether or not the tax distorts economic behaviour,

Policy consistency – the tax should be internally consistent, and based on transparent, predictable rules that are easily understood and accepted by ratepayers,

In applying these principles, any decision with respect to rating should consider the financial effects of the decisions made today on the future generations of tomorrow.

Council operating deficits imply that today's ratepayers are paying less than the cost of the services they are consuming, and this is inequitable to the ratepayers of the future.

Valuation Methodology

Under S151 of the Act, Council may adopt one of three valuation methodologies to value the properties in its area:

- Capital value: the value of land, buildings, and other improvements
- Site value: the value of land and any improvements, but excluding the value of any buildings
- Annual assessed value: the value of the rental potential of the property.

The Council has adopted the use of annual assessed value as the basis for valuing land. The main reasons for choosing annual assessed value are:

- The majority of residential and non-residential properties in the City are leased (ie are not owner occupied), therefore it is a suitable valuation measure considering the ability to pay according to the income earning potential of the property
- Annual assessed value is based on the predominant non-residential land use for the city, annual value has been used for many years and is understood by the majority of ratepayers
- The availability of a significant amount of annual market rental information makes the annual value method more efficient to administer
- This method is considered consistent with the equity, ability to pay, efficiency and simplicity principles of taxation.

As per Section 167 of the Act, Council employs its own property valuers to undertake an annual valuation program to ensure that rating valuations are equitable. This is achieved by ensuring that the valuations are assessed on the basis of the most recent market evidence and are consistent across the Council area.

Exemptions

The City of Adelaide's practice is to identify and value all land in the council area. Once identified each separate piece of land is assessed for rateability. Section 147 of the Act specifies those types of property which shall be exempt from council rates.

The City of Adelaide has the highest proportion of rate-exempt property of any Council in South Australia.

Properties can be identified as exempt from council rates in certain circumstances:

- Crown Land – public properties used or held by the Crown for a public purpose
- University Land – properties occupied by a University
- Recreation Grounds – properties satisfying the criteria set out in the *Recreation Grounds Rates and Taxes Exemption Act 1981*
- Council Land – public properties occupied or held by the Council
- Emergency Services – properties satisfying the criteria set out in the *Fire and Emergency Services Act 2005*
- Another Act – properties specifically exempted from council rates by virtue of another Act (either Commonwealth or State).

Council is mindful that wherever properties become exempt from paying council rates, or where a rebate is applied, those rates foregone must be contributed by the rest of the community.

The principles of equity dictate that Council remains diligent in only awarding exemptions where they are warranted.

It is Council's practice to adopt valuations for all exempt properties. Where exempt properties become rateable part of the way through the financial year, rates will be calculated and recovered.

Components of Rates

Differential Rating

The largest component of rates levied is calculated by reference to the value of property. Property values reflect, among other things, the relative availability of and access to Council services.

The Act allows Council to 'differentiate' rates based on the use of the land, locality of the land, the use and locality of the land or on some other basis determined by Council. The Council has determined that differential rates will be applied to all rateable properties based on their predominant land use.

In formulating the rating structure, Council should consider issues of consistency and comparability across council areas in the imposition of rates on various sectors of the business and wider community.

Definitions of the use of the land are prescribed by regulation and are categorised as:

Residential	
Commercial - Shop	} Non-Residential
Commercial – Office	
Commercial – Other	
Industrial – Light	
Industrial – Other	
Primary Production	
Other	
Vacant Land	

Council's current rating structure has been formulated so that there is effectively one rate in the dollar for all property falling within the defined land use classes residential, non-residential, and vacant land.

Separate Rates

Under Section 154 of the Act, a Council may declare a separate rate on rateable land within a part of the area of the council for the purpose of planning, carrying out, making available supporting, maintaining or improving an activity that is, or is intended to be, of particular benefit to the land, or the occupiers of the land, within that part of the area, or to visitors to that part of the area.

Council has determined that the use and level of the separate rate provisions of the Act will be limited to the use of a separate rate for:

- Recovery of the funding requirements of the Green Adelaide Board
- Marketing and managing the Rundle Mall Levy Area.

Regional Landscape Levy Separate Rate

On 1 July 2020, the *Landscape South Australia Act 2019* came into effect replacing the former *Natural Resources Management Act 2004*. Natural Resource Management (NRM) levies have been replaced with regional landscape levies.

In the Adelaide region, the landscape levy will fund the work of the Green Adelaide Board (previously the Hills and Fleurieu Board) in leading the city towards a greener, more sustainable and climate resilient future through urban greening, water management and biodiverse urban habitat projects.

The regional landscape levy is paid by all ratepayers and is collected on behalf of the Green Adelaide Board by the Department of Environment and Water who will invoice Council quarterly for the respective share of the levy.

All Council contributions will be set out in the Green Adelaide Landscape Board business plans, with the Board having responsibility for notifying councils of their respective share each year.

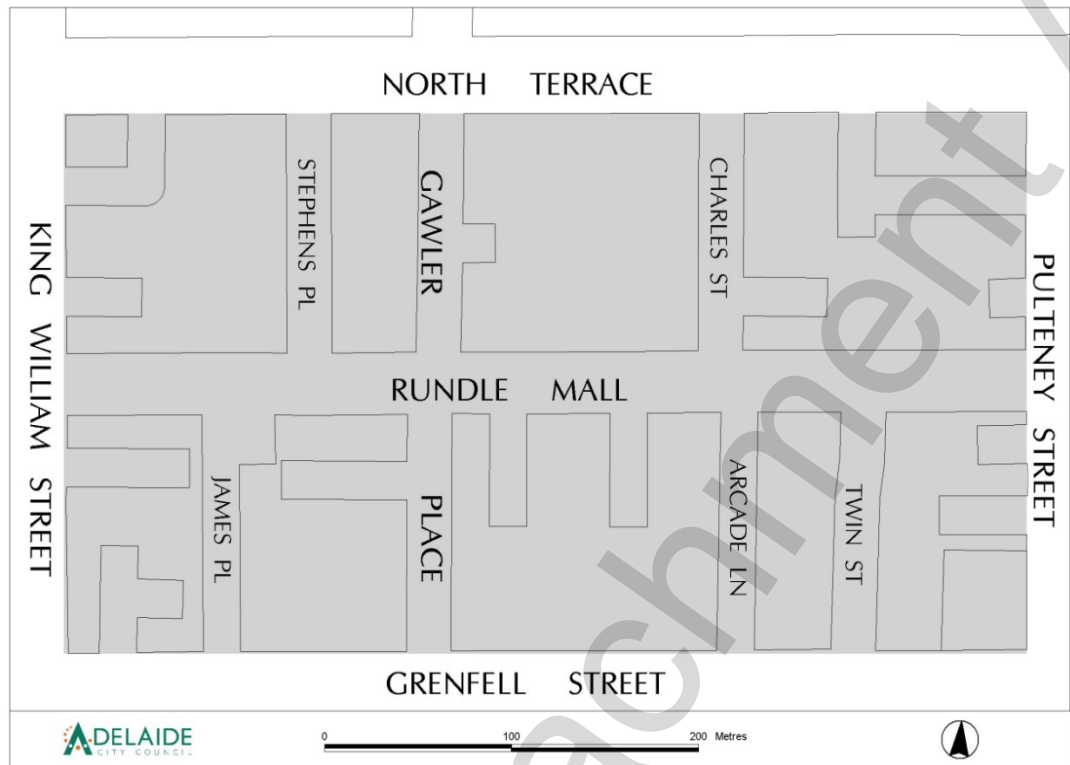
The contribution is recovered from ratepayers through a separate rate known as the regional landscape levy. The levy applies to all rateable land in the Council area and is fixed and calculated to raise exactly the same amount as the Council's share to be contributed.

Rundle Mall Differential Separate Rate

The Rundle Mall Differential Separate Rate is contributed by non-residential ratepayers within the defined Rundle Mall 'Levy Area' and is crucial to the success of the precinct and its increasing appeal to customers, visitors, tourists, shoppers, workers, city residents and students.

Customers and visitors demand high standards of activity and presentation in today's competitive marketplace. Organised activity and programs attract customers and directly benefit all staff and businesses located in the Rundle Mall 'Levy Area'. The long-term delivery of marketing and management for the Rundle Mall 'Levy Area' requires sustainable funding and staff resources to attract more visitors and to satisfy their needs.

The map below identifies the Rundle Mall Levy Area.



Rate Rebates

The Act provides for ratepayers to apply for a mandatory and/or discretionary rebate on council rates as follows:

Mandatory Rebates (Section 159 to 165)

A rebate of rates will be granted to ratepayers who satisfy the eligibility criteria for a mandatory rebate under Sections 159 to Section 165 of the Act.

A 100% rebate must be applied to land used for:

- Health services
- Religious purposes
- Public cemeteries
- The Royal Zoological Society.

A 75% rebate must be applied to land used for:

- Community services
- Educational purposes.

Where a "community services organisation" is eligible for the mandatory rebate, and Council has declared a distinct residential rate, then the residential rate must be applied to the land to which the rebate applies in accordance with Section 161(2) of the Act.

Where applications do not meet the eligibility criteria for a mandatory rebate, an applicant may apply for a rebate of rates under the discretionary rebate criteria.

Discretionary Rebates (Section 166)

An application for a discretionary rebate is reviewed on a case-by-case basis in accordance with Council's *Discretionary Rate Rebate Policy*.

Applications for a rebate must be made in writing, explaining the need for financial assistance and include sufficient information and documentary evidence to support the request.

All assessment criteria will be applied fairly and equitably to each application on merit. All applications for a rebate are reviewed by a senior member of finance before being processed.

Review of Rebates

Under Section 159(7) of the Act, if the grounds on which a rebate has been granted cease to exist, the person or body must inform Council and the entitlement to the rebate will cease.

However, internally, a review of all mandatory and discretionary rebates will be performed on a regular basis (at least biennially) to ensure that rebates continue to remain valid. This may require the relevant person or body to lodge another application form with relevant information and supporting evidence to confirm the continuation of eligibility.

Special Discretionary Rebate (Section 166(1)(l))

Council has determined that a rebate will be applied to all properties to cap any increase in the general rates payable at 10% subject to specific criteria.

The rebate will not apply where the increase in rates payable is the result of an increase in valuation that recognises a capital improvement on the property (regardless of when the development was undertaken) or where there has been a change in land use, ownership or licence to occupy during the previous financial year.

A capital improvement includes any addition, alteration, or new development on the property.

Application of this rebate recognises that in some instances, property owners have no control over increases in property valuations. Where a valuation increase is as a result of market forces, the rates levied as a result of that valuation increase should be capped at a level that minimises the impact to a reasonable level.

As per the Act, a rebate may be granted for a period exceeding one year, but not exceeding three years. After three years the rebate will be removed and the rates payable will reset to levels that would ordinarily apply in the absence of the rebate.

Council applies the rebate automatically to all properties that are eligible.

Rate Concessions – Pensioners and Self-Funded Retirees

Council previously provided pensioner and self-funded retirees with additional rate concessions of \$100 and \$50 respectively.

However, the State Government provides a "Cost of Living Concession" payment. This payment may be used for any purpose, including offsetting Council rates. To check eligibility, you can visit the ConcessionsSA website www.sa.gov.au/concessions or phone 1800 307 758.

Should you be eligible for a State Government funded concession this will be paid directly to you by the Department of Human Services and is not provided via your rates notice.

Postponement of Rates

Under certain circumstances, ratepayers will be able to postpone the payment of their rates. The postponed amount is subject to a monthly interest charge, with the accrued debt being payable on the disposal or sale of the property. The debt may be paid at an earlier time at the ratepayer's discretion.

Seniors Postponements

In accordance with Section 182A of the Act eligible Seniors Card holders can apply to postpone any part or all of their annual council rates in excess of \$500 on a long-term basis. The deferred amount is subject to a monthly interest charge, with the accrued debt being payable on the disposal or sale of the property.

Postponement is similar to a reverse mortgage by relying on the equity in the property. A ratepayer who has a Seniors Card may apply for a postponement on the property they own if it is their principal place of residence and if no other person, other than their spouse has an interest as owner of the property and there is sufficient equity available.

All applications for postponement of rates must be in writing on the prescribed application form and provide supporting documentation to be considered.

Where an application for postponement under Section 182A is granted, a presumption of on-going annual postponement will be assumed.

Discretionary Postponements

Where an application from a ratepayer demonstrates that payment of rates in accordance with this policy would cause hardship, the Council may postpone the payment of rates in whole or in part for such a period as Council thinks fit.

Postponement enables ratepayers to defer payment of rates until such time as the property is sold or their circumstances change.

The amount postponed can be up to 100% of the rates payable and applications will be assessed on a case by case basis and must satisfy the application criteria. Discretionary postponements are only intended to provide temporary, flexible support to those experiencing hardship.

Financial Hardship

Applications for remission of rates based on financial hardship will be considered by Council on merit and on a case by case basis. An applicant who satisfies the eligibility criteria for hardship does not automatically become eligible for a remission of rates. If appropriate, and wherever possible, consideration will be given to flexible payment options such as weekly, fortnightly, or monthly contributions.

Ratepayers who are experiencing financial difficulties and are unable to make their rate payment by the last date are encouraged to contact Council's accounts receivable team at the earliest opportunity to discuss a revised instalment payment plan.

All discussions relating to payment difficulties are treated in the strictest confidence.

More details are provided in Councils *Financial Hardship Policy* which is available via our website **(INSERT WEBSITE DETAILS)**.

Objections

Ratepayers who wish to dispute the valuation or land use of their property may lodge an objection within sixty days after the date of service of the Notice of Valuation (Valuation and Rate Notice). The objection must be made to the council in writing setting out a full and detailed statement of the grounds on which the objection is based.

The Council may accept an objection lodged outside of the 60-day timeframe in limited circumstances. The following will be considered by the Council Valuers in deciding to accept a late objection:

- The likelihood that the objection will result in a material difference
- Time elapsed since the end of the 60-day timeframe
- If the objection lodged constitutes a valid reason for objection, is not frivolous or vexatious.

Upon receipt of an objection, the Council's valuer may inspect the property and reconsider the valuation and/or land use. The ratepayer will then be notified of the valuer's determination. Should the ratepayer be dissatisfied with this decision they may request Council to refer the valuation to the Valuer-General for further review by an independent valuer.

If an objector, or the council, is dissatisfied with the valuation after the further review, the objector or the council may, in accordance with the appropriate rules of court, appeal against the valuation to the Land and Valuation Court.

It is important to note that the lodgement of an objection to the valuation does not change the last date for payment of quarterly instalments of council rates.

Vacant Land

A differential vacant land rate on all vacant land holdings will be declared to:

- Provide a disincentive to withholding land from development
- Discourage land banking
- Recognise the cost of surrounding infrastructure and services.

The differential rate on vacant land will be 100% higher than the declared residential rate (ie: double).

The discretionary rebate powers available to Council under Section 166 of the Act will provide a rebate (rate relief) to the principal ratepayers of vacant land that is not within the definition of "long term".

The effect of the rebate will be to reduce the differential rate to the applicable non-residential rate.

In looking to define long-term vacant land consideration has been given to our understanding of development time frames. These can reasonably take up to five (5) years to progress through planning, pre-sales, and construction phases.

For the purposes of this policy, the definition of long term will be five (5) years or more for land held by the current owner.

Note: there are a number of small parcels of vacant land on separate titles that form part of a rear garden, a side gate entrance or other small piece of adjacent land that may not be able to

be developed in their own right. Where it is clear the land cannot be developed the rebate entitlements under Section 166 of the Act will be applied.

Payment of Rates

Rates are payable by quarterly instalments due on 1 September, 1 December, 1 March, and 1 June of each year.

The total outstanding balance may be paid in full at any time.

Payment Methods

Council has determined that rates may be paid by the following methods (as detailed on the back of the rate notice):

Non-electronic payment options:

- Australia Post outlets or by phone
- In person at Council offices, 25 Pirie Street, Adelaide
- By mail to City of Adelaide, GPO Box 2252, Adelaide, 5001

Pay on-line:

- Australian Post BillPay
- BPay/BPay View
- Credit cards (Mastercard & Visa) through Council's online payments system
- Debit Card
- Electronic Funds Transfer (EFT) (non-residential on request only)

Other

- Direct Debit – monthly, quarterly, and annual deductions

Late payment of rates

Council has determined that penalties for late payments will be imposed in accordance with the provisions of Section 181(8) of the Act.

Fines and interest for late payment are levied in accordance with the provisions of Section 181(8) and Section 181(17) of the Act.

If an instalment of rates is not paid on or before the date on which it falls due:

- the instalment will be regarded as being in arrears
- a fine of 2% of the amount of the instalment is payable
- on the expiration of each full month from that date, interest of the prescribed percentage of the amount in arrears (including the amount of any previous unpaid fine and including interest from any previous month) accrues.

Council may take legal action to recover any overdue amounts, fines, and interest.

If an amount payable by way of rates in respect of land has been in arrears for three or more years, Council may sell the land in accordance with Section 184 of the Act.

Contacting Council's Rates Administration

If you believe that Council has failed to properly apply this policy, you should contact the Council's Rates Administrator to discuss the matter.

For further information, queries, or to lodge an application for rate postponement, remission, etc. please contact the Council's Rates Administrator on:

Phone: 8203 7203

E-mail: Rates@cityofadelaide.com.au

Post: GPO BOX 2252 ADELAIDE SA 5001

In person at: 25 Pirie Street, Adelaide, SA

OTHER USEFUL DOCUMENTS Related documents

-

Relevant legislation

- *Local Government Act 1999*

GLOSSARY

Throughout this document, the below terms have been used and are defined as:

AAV – annual assessed value, the value of the rental potential of the property.

Act – refers to the *Local Government Act 1999* (SA).

CADR – cash advance debenture rate for that financial year.

Council - refers to the elected Council body.

Differential rate – is a rate that may be applied to a category of land that is different to the rate applied to other land categories.

Exemption – to free from an obligation or liability to which others are subject to.

General Rate – rate that applies to rateable land.

Prescribed percentage (P) – is calculated as $P = \frac{\text{CADR} + 3\%}{12}$

Rebate – an amount paid by way of reduction, return or refund on what has already been paid or contributed.

Remission – the cancellation of a debt, charge, or penalty.

Separate Rate – an amount levied on ratepayers in addition to general rates used to fund specific activities.

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every year unless legislative or operational change occurs beforehand. The next review is required in **February 2022**.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2015/116842	Council	April 2016	Minor amendments
ACC2014/65993	Council	June 2014	Minor amendments
ACC2012/99848	Council	July 2012	Minor amendments
ACC2011/91840	Council	June 2011	Minor amendments

Contact:

For further information contact the Finance and Procurement Program

City of Adelaide
 25 Pirie ST, Adelaide, SA
 GPO Box 2252 ADELAIDE SA 5001
 +61 8 8203 7203
 city@cityofadelaide.com.au

Adelaide Park Lands Regulations 2006

ITEM 5.11 01/06/2021
The Committee

Strategic Alignment - Enabling Priorities

2006/00219
Public

Program Contact:

Michelle English, Associate
Director, Park Lands, Policy &
Sustainability 8203 7687

Approving Officer:

Tom McCready, Acting Director
City Shaping

EXECUTIVE SUMMARY

The Adelaide Park Lands Regulations 2006 (Regulations) came into effect in December 2006 and expire on 1 September 2021. The Regulations are subordinate legislation which are to be read with, and provide more detail on, how certain provisions of the Adelaide Park Lands Act 2005 are to be applied. The Regulations have remained unchanged since they came into effect and are not complex.

Prior to the drafting of new regulations, the Attorney-General's Department is seeking comment and at this stage has indicated it is unlikely to make any changes.

The City of Adelaide Administration is recommending only one minor change.

.....

The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Endorses the following submission to be made to the Attorney-General of South Australia:

That, following their expiry on 1 September 2021, the Adelaide Park Lands Regulations 2006 be re-drafted so that Regulation 6 allows for the inclusion of sub-leases rather than their exclusion, so as to identify all rights of use in the Adelaide Park Lands.

.....

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Enabling Priorities A cohesive and integrated set of strategies and plans to deliver community outcomes
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	To influence the re-drafting of the new Adelaide Park Lands Regulations
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The current Adelaide Park Lands Regulations 2006 expire 1 September 2021
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

The Adelaide Park Lands Act

1. The *Adelaide Park Lands Act 2005* (the Act) [Link 1 view [here](#)] “establishes a legislative framework that promotes the special status, attributes and character of the Adelaide Park Lands; to provide for the protection of those park lands and for their management as a world-class asset to be preserved as an urban park for the benefit of present and future generations”. The Act sets out to achieve this objective by:
 - 1.1. Establishing seven statutory principles for the management of the Adelaide Park Lands
 - 1.2. Establishing the Adelaide Park Lands Authority (APLA)
 - 1.3. Defining the Adelaide Park Lands
 - 1.4. Requiring the preparation of an Adelaide Park Lands Management Strategy (by APLA)
 - 1.5. Establishing the Adelaide Park Lands Fund.

The Adelaide Park Lands Regulations 2006

2. The Adelaide Park Lands Regulations 2006 (the Regulations) are subordinate legislation which are to be read with the Act and provide more detail as to how the provisions of the Act are applied.
 3. The Regulations, which can be found at Link 2 view [here](#), expire on 1 September 2021 and have remained unchanged since their commencement. The Attorney-General's office is redrafting the Regulations and has written to the Lord Mayor seeking advice on whether any changes should be made. Feedback is requested by the Attorney-General's office by mid-June.
 4. The Attorney General's office has advised that no changes have been suggested at this stage.
 5. The Regulations relate to the Act as follows:
 - 5.1. The Act defines ‘State Authorities’ for the purposes of those State Government agencies having responsibilities in the Park Lands. Regulation 4 additionally captures the Royal Zoological Society of South Australia Inc.
 - 5.2. The Act requires the preparation of the Adelaide Park Lands Plan and public notice of its availability. Regulation 5 stipulates that the public notice is to be via the State Government Gazette.
 - 5.3. The Act requires the Adelaide Park Lands Management Strategy to identify leases in the Park Lands. Regulation 6 stipulates that those leases do not need to include “an individual interment or memorial right” at West Terrace Cemetery or land in the Park Lands subject to a sub-lease where the head lease is identified.
 - 5.4. The Act requires the preparation of management plans by State Government authorities for the areas of the Park Lands for which they are responsible. Regulation 7 stipulates that those management plans must be made available for public inspection without charge during normal office hours at offices nominated by the State Government agency and on the internet.
 - 5.5. The Act identifies that the Minister is required to prepare a report identifying the State Government's position on the future use and status of any land which a State Authority no longer requires for any of its existing uses. Regulation 8 stipulates that such a report is required within 18 months.
 6. Administration recommends Council endorse submitting a request for the redrafting of Regulation 6 in relation to identifying sub-leases.
 7. A sub-lease can be an important consideration for the use of leased areas of the Park Lands. For clarity regarding who has rights to use areas of the Park Lands, it is recommended that the restriction on identified uses under Regulation 6 is amended so that sub-leases are able to be identified.
 8. The submission to the Attorney-General of South Australia will be made via a letter from the Lord Mayor.
-

DATA AND SUPPORTING INFORMATION

Link 1 – Adelaide Park Lands Act 2005

Link 2 – Adelaide Park Lands Regulations 2006

ATTACHMENTS

Nil

- END OF REPORT -

Adelaide Central Market Authority Charter Review

ITEM 5.12 01/06/2021
The Committee

Strategic Alignment - Enabling Priorities

Program Contact:
Tom McCready, Acting Director,
City Shaping 8203 7313

2016/03926
Public

Approving Officer:
Tom McCready, Acting Director,
City Shaping 8203 7313

EXECUTIVE SUMMARY

The Adelaide Central Market Authority (ACMA) is a subsidiary of Council under Section 42 of the *Local Government Act 1999 (SA)* (the Act).

The ACMA Board has requested that Council review the current ACMA Charter. Schedule 2, Part 1, Clause 3(4) of the Act states:

“The charter may be reviewed by the council at any time and must be reviewed by the council whenever it is relevant to do so because of a review of the council’s strategic management plans.”

The ACMA Charter was last reviewed in 2014 with the amended Charter being gazetted on 10 July 2014.

The purpose of this review is to reflect the current and future needs of the ACMA in relation to the management and operations of the Adelaide Central Market (the Market), marketing requirements and the relationship with the development of the adjoining Central Market Arcade and expansion of the offer.

The ACMA Board has indicated that it wishes to simplify and focus on curating the Market offering with support from the City of Adelaide to deliver the administrative functions and manage the maintenance of the physical asset.

This would see the streamlining of activities and assist in refocusing efforts on key strengths while removing duplication of functions.

A revised Charter has been prepared for Council’s adoption (**Attachment A**).

If adopted by Council a copy of the Charter will be provided to the Minister for Planning and Local Government and notice of the amendment will be placed in the Government Gazette. A copy of the amended Charter would be made available on the City of Adelaide’s website.

In addition, Council resolved on 28 January 2021 to undertake a full review of the ACMA foundational documents and for the Administration to bring back its findings to a meeting of Council in March 2021.

To facilitate the implementation of the revised Charter, the Head Lease has been reviewed with a revised Head Lease prepared for Council’s adoption (**Attachment B**), in addition to a Draft Operations Agreement (**Attachment C**).

The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Adopts the amended Charter of the Adelaide Central Market Authority as set out in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
2. Notes that the amendments will be effective from the date the Charter is published in the Government Gazette.
3. Authorises the Acting Chief Executive Officer to make any necessary or desirable typographical or syntactical revisions to the draft Charter as set out in Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021, before any publication is made in the Gazette. If any such revisions are made, then it is the version as revised which will become the Charter upon the publication in the Gazette.
4. Notes the Charter (as amended) will be provided to the Minister for Planning and Local Government.

5. Adopts the amended Head Lease between the City of Adelaide and the Adelaide Central Market Authority as set out in Attachment B to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
 6. Adopts the draft Operating Agreement between the City of Adelaide and the Adelaide Central Market Authority as set out in Attachment C to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
 7. Authorises the Lord Mayor and Chief Executive Officer to affix the Common Seal of the Council to the amended Adelaide Central Market Head Lease and any other items to give effect to that document.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Enabling Priorities
Policy	Not as a result of this report
Consultation	The request to review the Adelaide Central Market Authority (ACMA) Charter was made by the ACMA Board. Proposed amendments to the Charter have been agreed by the ACMA Board.
Resource	The implementation of an amended ACMA Charter, Head Lease and Operating Agreement will be managed within existing resources.
Risk / Legal / Legislative	Pursuant to Schedule 2, Part 1, Section 3 of the <i>Local Government Act 1999 (SA)</i> (the Act), a council proposing to amend a charter of a subsidiary of council must furnish a copy of the charter, as amended, to the Minister and ensure that a copy of the charter, as amended, is published on a website determined by the Chief Executive Officer and ensure that notice of the fact of the amendment and a website address at which the charter is available for inspection is published in the Gazette.
Opportunities	Proposed amendments to the Charter, Head Lease and supporting Operating Agreement will allow the ACMA Board to focus on curating the offering of the Adelaide Central Market through streamlining of activities, refocus efforts on key strengths and remove duplication of functions.
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Should Council adopt the revised Charter, the 21/22 budget will be amended to reflect the revised structure, inclusive of revenues (generated from leases and car park) coming back to Council and the appropriate funding model in place for Operational Expenditure and Capital.
Life of Project, Service, Initiative or (Expectancy of) Asset	The ACMA operates under Section 42 of the Act until such time as Council resolves for the subsidiary to be wound up. Pursuant to Section 3(4) of Schedule 2 of the Act, the subsidiary charter may be reviewed by Council at any time.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. The Adelaide Central Market (the Market) commenced a review in November 2010 in order to improve the current operations of the Market and ensure that it remained a sustainable part of the City's landscape.
2. The review process included comprehensive engagement with Council, market traders, the general public and other stakeholders.
3. The review demonstrated the need to change the operating structure which had been in place since 2001.
4. In May 2011, Council approved a new Adelaide Central Market Charter which outlined the vision and goals of the Market and received a Market Operations Discussion Paper (the paper) developed by KPMG. The paper detailed various operating models for the Market, with the Independent Entity being the preferred option to best achieve the goals as defined in the Adelaide Central Market Charter.
5. Further financial analysis and comparison of the current and proposed operating models, including integration of the Adelaide Central Market UPark into the Independent Entity to leverage the synergies and interdependencies between the Market and the UPark car park and to increase revenue strategies to assist the Independent Entity to fund Capital Enhancements, were undertaken and in January 2012 Council approved the establishment of the Adelaide Central Market Authority (ACMA) as a Section 42 subsidiary of Council.
6. The new subsidiary would be responsible for the management and enhancement of the Market and the attached UPark car park in accordance with the new operating model, with the key operating principles of the model being transparency, accountability, capable Board and Management and commercial sustainability for the Market and Council.
7. Following approval of the Minister the Charter was published in the Government Gazette on 3 May 2012.
8. The Charter was reviewed again in early 2014.
9. Key amendments to the Charter which was approved by Council at its meeting on 17 June 2014 included:
 - 9.1 Expansion of the ACMA Board to include a Council representative with full voting rights and that the Council representative be paid the same board fees as other Board Members.
 - 9.2 That the Traders Advisory Group Chair be appointed to the ACMA Board and be paid the same level of board fees as other Members.
 - 9.3 That the ACMA Board Members collectively possess a range of knowledge, skills and experience across the files of retail, food supply chain (with retail emphasis), retail property management, marketing, board governance, business acumen, people leadership, strategic management and knowledge of the Market.
 - 9.4 Appointments of Board Members can be made for up to three years with a view to maintaining staggered terms of expiry, and that casual vacancies could also be made for a period of up to three years.
 - 9.5 Recruitment of the Chair and Board Members through an Expression of Interest process. The Selection Panel for the Chair of the ACMA Board to comprise three Council Members, a recruitment consultant, the Council CEO and the Chair of the Traders Advisory Group. The Selection Panel to be chaired by the Council CEO, with the Panel's recommendation to be taken to Council for approval.
 - 9.6 The Selection Panel for the ACMA Board comprise three Council Members, a recruitment consultant, Chair of ACMA, the Council CEO and the Chair of the Traders Advisory Group. The Board Member Selection Panel would be chaired by the Council CEO with the Panel's recommendations to be taken to Council for approval.
 - 9.7 ACMA staff would be employees of the City of Adelaide and seconded to ACMA, with reporting arrangements and other terms and conditions detailed in an Operating Agreement between Council and ACMA.
 - 9.8 That ACMA would be required to prepare for Council endorsement:
 - 9.8.1 A Strategic Plan for the market and its relationship with the wider precinct and Adelaide City
 - 9.8.2 Financial Plan including level of proposed dividend, projected revenues including leasing and car parking revenues and major capital works, infrastructure and operating budgets
 - 9.8.3 Marketing Plan including the positioning of the market as a retail and tourism destination for South Australia

- 9.8.4 Each of these plans to have an operational period of no less than four years and describe goals, objectives and relevant key performance indicators.
- 9.9 That ACMA provide quarterly reports to Council detailing performance against strategic milestones and KPIs in the annual ACMA Business Plan and demonstrates alignment with the City of Adelaide Strategic Plan and present the plans for Council approval.

Discussion

10. There is a requirement under *Local Government Act* to review the current ACMA Charter and where practical better reflect the operating environment.
11. In addition, the ACMA Board is seeking a review of the current ACMA Charter gazetted 10 July 2014.
12. A copy of the current ACMA Charter is at Link 1 view [here](#). The current Charter did not envisage at the time of its gazettal the redevelopment of the Central Market Arcade (the Arcade).
13. It is a vision of the ACMA Board to amalgamate the Adelaide Central Market and the Central Market Arcade offerings under the “*One Market*” approach.
14. The amalgamation of the Market and the Arcade is seen as a logical step towards enhancing the vision for the Market which would “*create enduring customer connection as the world’s leading food and produce market*”
15. It would simplify operations and would be beneficial in terms of singular management, leases, branding and marketing.
16. To achieve the intent and to progress to a “*One Market*” approach the Draft Charter seeks to revise a number of keys items, reflected below and contained within a Table of Amendments to the Adelaide Central Market Authority (ACMA) Charter [Link 2 view [here](#)].
 - 16.1 “*One Market*” consolidation of the Central Market Arcade development under care and control of ACMA as laid out in the draft charter.
 - 16.2 Identifies ACMA’s role as a management and marketing entity on behalf of Council.
 - 16.3 Identifies City of Adelaide’s role and its responsibilities for:
 - 16.3.1 Asset management and investment.
 - 16.3.2 Car park operational management while recognising the needs and requirements of the Adelaide Central Market.
 - 16.4 Establishment of a Committee of the ACMA board which will assist in guiding the ACMA Board on operations of the Market. A wider membership is envisaged comprising three Traders Advisory Group (TAG) members, two ACMA Board Members and two others as identified.
 - 16.5 City of Adelaide to provide support services to the Authority relating to finance, capital replacement, operational maintenance, procurement, human resources, audit and leasing advice which is reflective of the current services provided to the Adelaide Economic Development Agency (AEDA).

Adelaide Central Market Authority (The Authority)

17. The draft Charter seeks to clarify the Authority’s role as a subsidiary of Council, acting as a management and marketing entity for the proposed “*One Market*” on behalf of Council.
18. Whilst the Charter previously had a focus on becoming internationally recognised, the Authority is seeking to recognise the importance of the “local” and seeks to refocus the efforts of the Authority to “*encouraging the use of the Market by South Australian residents, visitors and community in general*”.
19. It is the consensus that in doing so the iconic Adelaide Central Market will continue to be internationally recognised as one of the leading world class fresh produce markets.
20. In addition, the draft Charter will reflect a new objective “*contribute to the wider market district*” which recognises the role and significance of the Authority and the Market towards the ongoing vitality of the Market district.
21. The current Charter talks to the Authority being financially self-sufficient. The draft Charter seeks to revise and recommends removing the requirement to be financially self-sufficient for capital renewal costs to reflect changed arrangements for asset management between City of Adelaide and the Authority.
22. ACMA will act as stewards of the facility, with the goal to improve the financial return to Council from the operations of the asset, curate the Market offer, enhance visitation to the Market and improve the ongoing viability of tenancies through its management.

Powers, Functions and Duties

23. The draft Charter seeks to amend a number of powers, functions and duties of the Authority as a consequence of the proposed direction.
24. The draft Charter reflects the removal of powers such as to open and operate bank accounts, borrow money and accumulate surplus funds.
25. The draft Charter reflects new powers which assist in recognising the importance of the car parking operations which are ancillary to the Market.
26. It is intended the carpark operations supporting the Market and the Arcade would transfer back to Council under its UPark brand and management.
27. This would see the Authority and CoA working closely together towards maximising visitation to the Market through the provision of parking amenities. The Authority and CoA would determine Car Park operational hours and operational requirements in support of the Market.
28. Council's Commercial Program (UPark) plans to ensure patronage to the Market (via car park users) is maintained through the provision of products and initiatives that align with the Market's requirements and to further grow patronage where capacity allows.

Capital Works

29. The current Charter talks to ACMA establishing a Capital Enhancement Fund and that they must pay into the Capital Enhancement Fund all surplus funds accumulated by the Authority.
30. The Capital Enhancement Fund must be expended by the Authority for the purposes of capital enhancement as approved by the Council in accordance with the Annual Business Plan (endorsed by Council) and must include proposals for the undertaking of capital enhancement projects and the funding of such.
31. However, the current operating model does not see any surplus funds accumulated due to in part the capital requirements of a 150-year asset and the current rent returns to Council. This sees ACMA seeking support from Council on an annual basis to undertake capital works.
32. It is therefore recommended that this process is simplified where upon Council as the Landlord has responsibility for its asset (which ultimately it would as owner), this will be assessed through an Asset Condition and Compliance Audit and those items are presented to Council and addressed as part of Council's annual, and Long-Term asset plans.
33. In addition to capital renewals, capital enhancement of the Market will be provided for by Council through the adoption of the Annual Business Plan and Budget prepared by ACMA which sets out the business case for such enhancements.

Board of Management

34. **ACMA General Manager - role and relationship**
 - 34.1 The current Charter has the Authority being responsible for the appointment, monitoring and evaluation of performance of the ACMA General Manager.
 - 34.2 The draft Charter has been amended to clarify the position that the ACMA General Manager is an employee of the CoA in accordance with the Act and reports to the CoA CEO.
 - 34.3 The ACMA Board will monitor and provide input to the CoA's CEO regarding the performance of the ACMA General Manager.
 - 34.4 The new Charter also clarifies the duties, powers and delegations of the ACMA General Manager.
35. **Membership, Appointment and Selection of the Board**
 - 35.1 The clause relating to Membership has been reworded to remove the prescription on the collective knowledge and skills required to provide greater flexibility in the appointment of Board members.
 - 35.2 It is recommended that the Chair of TAG no longer is automatically a Board member and input from traders to the Board on the operations of the Market will be through the proposed Traders Representation Committee which provides a wider representation from TAG members and others who will be appointed by ACMA.
 - 35.3 In assessing the role of the TAG Chair within the ACMA Board it was noted that matters come before the Board for decision making (including commercial considerations on leasing, fit outs, concessions as well as operating budgets) it is apparent that the Board will invariably be called on to consider matters which will create a material conflict of interest for a Board Member (TAG) who has a significant involvement in the running of a business at the Central Market.

- 35.4 This would include decisions that have a direct impact on their own business and potentially, depending on the nature of the decision, their competitors.
- 35.5 While there is nothing materially wrong with a Board Member having a material, actual or perceived conflict of interest (and indeed the mechanisms prescribed by the Act are crafted on the assumption that conflicts of interest will arise for Board Members from time to time) there is a point at which there is a diminishing rate of return from having a person in the position of the Chair of the Traders Advisory Group on the Board if:
- 35.5.1 they are frequently required to declare conflicts of interest and remove themselves from the decision-making process; and/or
 - 35.5.2 the ACMA administration and Board Chair are frequently required to make judgements and constantly tailor the dissemination of information to Board members in order to manage conflicts of interest in respect of one Board member: and
 - 35.5.3 the ACMA Board institutes a new Board Committee structure that facilitates Traders Advisory Group input and advice to Board decisions without the abovementioned complications.
- 35.6 The clauses relating to Selection Panels have been amended to reflect the following:
- 35.6.1 One Board Member must be a Council Member and up to another six Board Members must be appointed by the Council as follows:
 - 35.6.2 One Board Member with board leadership experience will be nominated by a Board Member selection panel, comprising the Council's CEO, the Council's senior manager in charge of human resources, and a two Council Members, to be a Board Member and Chairperson: and
 - 35.6.3 Up to five Board Members with an appropriate range of skills and experience will be nominated by a Board Member selection panel comprising the Council's CEO, the Council's senior manager in charge of human resources, the Chairperson and a two Council Members.
- 35.7 The limitation in the current Charter for Board members serving no more than two consecutive terms has been removed.
- 35.8 All Board Members will be required to submit a Register of Interest in accordance with the Act.
36. **Meetings of the Board**
- 36.1 It is recommended that the Board must hold a minimum of four ordinary meetings per year instead of six.
 - 36.2 It is further proposed that the Chairperson of the ACMA Board in the event of an equality of votes will have a casting vote.

Management

37. The proposed amended Charter has been simplified to clarify that:
- 37.1 The Authority will no longer operate a bank account and that CoA will manage the books of account on behalf of the Authority.
 - 37.2 The Auditor for the CoA will be the Auditor for the Authority.
 - 37.3 The Authority will no longer have authority to borrow funds. This will be the responsibility of the CoA as required.
 - 37.4 The Authority must prepare an Annual Business Plan and Budget for adoption by Council. Any changes to the budget must be approved by Council.
38. Further, new provisions have been included within the amended Charter to ensure:
- 38.1 The ACMA Board notify the CoA's CEO of material risks or situations affecting ACMA's financial or operating capacity.
 - 38.2 All information provided to CoA is accurate.
 - 38.3 Activities are conducted in an efficient and effective manner.

Miscellaneous

39. The proposed Charter incorporates minor changes to Insurance requirements for CoA to obtain insurance on behalf of the Authority.

40. As the Authority is not an employer there is no requirement for the Authority to register for superannuation and Workers Compensation. This clause has been removed from the amended Charter.

Financial Performance Overview

41. As a subsidiary of Council all income and expenses, assets and liabilities (including debt) are consolidated into Council's Financial Statements at year end. The revised Charter does not change this.
42. The changes to the Charter are intended to improve financial controls through measures such as the oversight provide by CoA's Audit Committee, provide greater clarity on asset management responsibility and strengthen the focus of ACMA on the management and marketing of the Market to improve financial performance for all stakeholders.
43. Council currently approves the ACMA budget as part of its budget processes. This will not change. In approving the budget Council will receive the budget forecast prepared by ACMA and approved by the Board identifying forecast income and expenditures as well as capital projects sought by the ACMA Board. Any capital projects which relate to the Market building or the car park will be included elsewhere in the Council budget papers as these form part of CoA's asset management responsibilities.
44. The current ACMA Financial Statements include assets and liabilities (debt) which relate to capital expenditure undertaken by ACMA on the Market building which is Council's asset. As part of the clarification of responsibilities into the more traditional landlord / tenant relationship the Financial Statements of ACMA need to be restated.
45. The changes to the draft FY2022 financial statements are set out below.
- 45.1 The value of the capital assets (\$20.237m) and the debt that is associated with the capital expenditure on building improvements (\$19.842m) will be reported as part of CoA's Financial Statements and not ACMA's.
- 45.2 The Lease liability (\$0.751m) for Star Car Park is also moved to CoA (AASB-16).
46. These are all internal book entries that do not change the CoA's financial position.

Foundational Documents

47. **Head Lease**
- 47.1 The Head Lease (**Attachment B**) has been amended to reflect the obligations to be performed by the Lessee (ACMA) pursuant to the Charter and the Operating Agreement and are incorporated into and shall be deemed to form part of this Lease and shall be obligations to be performed by the Lessee pursuant to this Lease as if such obligations were set out in full in this Lease.
48. **Operating Agreement**
- 48.1 An Operating Agreement (**Attachment C**) has been developed. The intent of this Agreement is to outline the formal working relationship between CoA and the ACMA. The Agreement is to be read in conjunction with the Charter and the Head Lease.
49. The ACMA General Manager and Board have been consulted in the development of the Operating Agreement.

Next Steps

50. Subject to Council's adoption of the amended Charter in accordance with Schedule 2, Part 1, Clause 3(5) of the *Local Government Act (SA) 1999*, the following actions will be undertaken:
- 50.1 A copy of the amended Charter will be provided to the Minister for Planning and Local Government.
- 50.2 A copy of the amended Charter will be published in the Government Gazette.
- 50.3 A copy of the amended Charter will be made available on the City of Adelaide and Adelaide Central Market Authority's website.
51. The amended Head Lease will be executed, and the Common Seal affixed.
52. Notwithstanding the provisions of the Charter, the CoA will retain responsibility for the decanting and management of Central Market Arcade tenants until the expiration of their lease and in accordance with construction timelines.

DATA AND SUPPORTING INFORMATION

Link 1: Adelaide Central Market Authority (ACMA) Charter (Current)

Link 2: Table of Amendments to the Adelaide Central Market Authority (ACMA) Charter

ATTACHMENTS

Attachment A – Amended Charter of the Adelaide Central Market Authority 2021

Attachment B – Amended Head Lease of the Adelaide Central Market Authority 2021

Attachment C – Draft Operating Agreement Between City of Adelaide and Adelaide Central Market Authority 2021

- END OF REPORT -

Adelaide Central Market Authority Charter 2021

The City of Adelaide has resolved to amend the Charter for the Adelaide Central Market Authority subsidiary, established pursuant to Section 42 of the Local Government Act 1999.

Pursuant to Clause 3 of Part 1 of Schedule 2 of the Local Government Act 1999, the Charter of the Adelaide Central Market Authority, as amended is set out below.

CLARE MOCKLER, Acting Chief Executive Officer

ADELAIDE CENTRAL MARKET AUTHORITY

Charter—2021

Item 5.12 Attachment A

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1. INTRODUCTION

1.1 Name of Authority

The name of the Authority is the Adelaide Central Market Authority.

1.2 Dictionary

In this Charter:

- 1.2.1 *ACMA General Manager* means that person appointed by the City of Adelaide to that role to manage the business of the Authority and the Board;
- 1.2.2 *Act* means the Local Government Act 1999 and all relevant Regulations made thereunder;
- 1.2.3 *Annual Business Plan* means the annual business plan adopted by the Authority and approved by Council;
- 1.2.4 *Authority* means the Adelaide Central Market Authority established as a single Council subsidiary pursuant to Section 42 of the Act;
- 1.2.5 *Board* means the Board of Management established under this Charter;
- 1.2.6 *Board Member* means a member of the Board;
- 1.2.7 *Budget* means the Annual Budget adopted by the Authority and approved by Council;
- 1.2.8 *Car Park* means the car park owned by the Corporation of the City of Adelaide above the Market which is essential ancillary infrastructure for the Market to support visitation and encourage economic;
- 1.2.9 *Chairperson* means the then current appointed Chairperson of the Board;
- 1.2.10 *Charter* means this charter of the Authority prepared and approved by the Council;
- 1.2.11 *Council* means the body corporate consisting of members appointed or elected to the council in accordance with the Local Government Act or the Local Government (Elections) Act 1999 (the elected body of the Corporation of the City of Adelaide);
- 1.2.12 *Deliberative Vote* means a vote cast by each Board Member (including the Chairperson) for the purpose of deciding a matter under deliberation;
- 1.2.13 *Council's CEO* means the person occupying the office of Chief Executive Officer of the Corporation of the City of Adelaide, or their delegate;
- 1.2.14 *Financial Year* means 1 July in each year to 30 June in the subsequent year;
- 1.2.15 *Gazette* means the South Australian Government Gazette;

- 1.2.16 *Headlease* means the lease granted by the Council to the Authority in respect of the Market;
- 1.2.17 *Market* means the property owned by the Council situated at Grote Street, Adelaide as described in the Annexure to this Charter;
- 1.2.18 *Simple Majority* means a majority of those present and entitled to vote; and
- 1.2.19 *TAG* means the Traders Advisory Group recognised by the Authority ACMA comprising sub-lessees/licensees of ACMA at the Market.

1.3 Interpretation

In this Charter:

- 1.3.1 the singular includes the plural and vice versa and words importing a gender include other genders;
- 1.3.2 words importing natural persons include corporations;
- 1.3.3 reference to a Section(s) is to a section of the Act and includes any section that substantially replaces that Section and deals with the same matter;
- 1.3.4 headings are for ease of reference only and do not affect the construction of this Charter.

2. THE AUTHORITY

2.1 Establishment

- 2.1.1 The Authority is established as a single council subsidiary pursuant to Section 42 of the Act.
- 2.1.2 The establishment of the Authority does not derogate from the power of Council to act independently in relation to a matter within the jurisdiction of the Authority.

2.2 Corporate Status

The Authority is a body corporate under the Act and in all things acts through the Board which has the responsibility to manage the business and other affairs of the Authority ensuring that the Authority acts in accordance with the Act and this Charter.

2.3 About this Charter

- 2.3.1 This Charter is the charter of the Authority.
- 2.3.2 The Charter binds the Authority and the Council.
- 2.3.3 Despite any other provision in the Charter:
 - 2.3.3.1 if the Act prohibits a thing being done, the thing may not be done;
 - 2.3.3.2 if the Act requires or permits a thing to be done, Board approval is given for that thing to be done;

- 2.3.3.3 if a provision of the Charter is, or becomes, inconsistent with the Act, that provision must be read down, or failing that severed from the Charter to the extent of the inconsistency.
- 2.3.4 The Charter may not be amended except by the Council passing a resolution in the same terms. An amendment is not effective unless and until a copy of the Charter, as amended, is published in the South Australian Government Gazette.
- 2.3.5 This Charter may be reviewed by the Council at any time and must in any event be reviewed at least once in every four years or whenever it is relevant to do so.
- 2.3.6 The Council's CEO has determined that a copy of the Charter must be published on the website of the CoA and the Authority.
- 2.3.7 This Charter must be read in conjunction with Schedule 2 to the Act. The Authority must conduct its affairs in accordance with Schedule 2 of the Act except as modified by this Charter as permitted by Schedule 2 of the Act.
- 2.3.8 Nothing in this Charter shall be construed as limiting or altering the existence of any right or entitlement of the Council under the Act including under Schedule 2 of the Act.

2.4 **Objects and Purposes**

The Authority is established as a management and marketing entity to:

- 2.4.1 ensure the management and operation of the Market in accordance with the:

- 2.4.1.1 Charter;
- 2.4.1.2 Council's Strategic Plan; and
- 2.4.1.3 Headlease.

and, to the extent of any inconsistency, the order of precedence for interpretation for the purposes of such management and operation must be first this Charter, second the Council's Strategic Plan, and third the Headlease;

- 2.4.2 be responsible for maintaining and enhancing the iconic standing of the Market for the benefit of all stakeholders;
- 2.4.3 be responsible for encouraging the use of the Market by South Australian residents, visitors and the community in general and for the Market being recognised locally and internationally as a leading, vibrant, diverse and unique fresh produce market community that is commercially sustainable for Market sub-lessees and/or licensees and the Corporation of the City of Adelaide;
- 2.4.4 contribute to the development of the wider market district; and
- 2.4.5 be financially self sufficient in terms of its operations.

2.5 **Property**

- 2.5.1 All property held by the Authority is held by it on behalf of and on trust for the Corporation of the City of Adelaide.

- 2.5.2 The Authority may acquire or dispose of or otherwise deal with chattels, plant and equipment provided that such dealing is consistent with and permitted in the Council approved Annual Business Plan or the Budget, or is otherwise expressly approved in writing by the Council's CEO.

2.6 National Competition Policy

The Authority must undertake any commercial activities which constitute a significant business activity in accordance with the principles of competitive neutrality.

3. POWERS, FUNCTIONS AND DUTIES

- 3.1 Subject to the Charter the powers, functions and duties of the Authority are to be exercised for the purpose of performing the Authority's Objects and Purposes. In addition to those specified in the Act, the Authority shall have the following powers, functions and duties:

- 3.1.1 comply with the Headlease including to make all payments due under the Headlease and to grant subleases, licences and other rights of occupation over any areas of the Market including those which may become vacant from time to time and to market the same, in accordance with the terms of and subject to the Headlease;
- 3.1.2 enter into contracts, purchase, sell, lease, hire, rent or otherwise acquire or dispose of any chattel, plant or equipment for the Authority and the Market;
- 3.1.3 actively engage and communicate with the Market sub-lessees and/or licensees in relation to the activities of the Authority;
- 3.1.4 manage risk for the Market and to ensure that the Authority and the Market comply with all relevant legislative and compliance requirements including those expressed by the Council's CEO;
- 3.1.5 exercise such other powers and functions as are expressly delegated to the Authority in writing by the Council and Council's CEO from time to time;
- 3.1.6 proactively manage, operate, market and conduct the Market under the trading name 'Adelaide Central Market' including to meet the objective the Authority be financially self-sufficient in terms of its operations;
- 3.1.7 do anything else reasonably necessary or convenient for or incidental to the exercise, performance or discharge of the Authority's powers, functions or duties; and
- 3.1.8 determine the minimum operational hours and operational requirements of the Car Park to support visitation, encourage economic activity to gain maximum patronage at the Market and the achievement of the objectives of the Charter and the Authority's / Council's Strategic Plan.

- 3.2 The Authority is not authorised to act outside the area of the Corporation of the City of Adelaide unless the prior express written approval of the Council is obtained.

- 3.3 To the extent that a matter arises concerning the Authority for which the Authority does not have an adopted policy (which policies must be consistent with those of the Corporation of the City of Adelaide) the Authority must comply with this Charter and with

any and all adopted policies of the Council that exist in relation to that matter, except where the Council has resolved otherwise or where the Council policy provides otherwise.

3.4 Delegations

3.4.1 In accordance with and subject to the Act, the Council may delegate to the Authority a power or function vested or conferred on the Council under the Act or another Act.

3.4.2 The Authority may, in accordance with the Act and this Charter, delegate such of its powers, functions and duties under this Charter as it determines to:

3.4.2.1 a committee;

3.4.2.2 an employee of the Corporation of the City of Adelaide; or

3.4.2.3 a person for the time being occupying a particular office or position within the Authority.

3.4.3 The Authority must adopt and regularly review a formal written policy which sets out those powers, functions and duties which are to be the subject of delegation including the terms and conditions of such delegation and the limits and restrictions on the exercise of the relevant powers, functions and duties delegated.

3.4.4 The Authority may not delegate:

3.4.4.1 the power to impose charges;

3.4.4.2 the power to approve expenditure of money on the works, services or operations of the Authority not set out or included in a Budget;

3.4.4.3 the power to approve the reimbursement of expenses or payment of remuneration fees to Board Members;

3.4.4.4 the power to adopt the Budget;

3.4.4.5 the power to adopt or revise a financial estimates or reports; or

3.4.4.6 the power to make any application or recommendation to a Minister.

3.4.5 A delegation by the Authority is:

3.4.5.1 subject to conditions and limitations determined by the Authority or specified by the regulations;

3.4.5.2 revocable at will by the Authority and does not prevent the Authority from acting in a matter which has been delegated.

3.5 Committees

3.5.1 The Board may establish a committee of the Board for the purpose of:

3.5.1.1 enquiring into and reporting to the Board on any matter within the Authority's functions and powers and as detailed in the terms of reference given by the Board to the committee; or

- 3.5.1.2 exercising, performing or discharging delegated powers, functions or duties.
- 3.5.2 The Board may authorise the formation, terms of reference and membership for any committee (and any changes to the terms of reference or membership of any existing committee) in each case as it sees fit.
- 3.5.3 Any committee formed by the Board must conform to any resolution, regulations or policies that may be imposed by the Board in the exercise of the powers and functions delegated and entrusted to the committee.
- 3.5.4 A member of a committee established by the Board holds office at the pleasure of the Board provided that the Chairperson is an ex-officio member of any committee or advisory committee established by the Board.
- 3.5.5 Without limiting the powers of the Board with respect to the formation of committees, the Board must establish committee to be known as the Traders Representation Committee as follows:
 - 3.5.5.1 The Traders Representation Committee shall consist a maximum of seven members to be appointed as follows.
 - (a) two Board Members, one of whom will be the Chair of the Traders Representation Committee;
 - (b) three members of the TAG, one of whom should be the Chair of TAG, and
 - (c) up to two other members.
 - 3.5.5.2 The Traders Representation Committee must meet at least quarterly to provide guidance to the Board regarding matters pertaining to the operations of the Market and to receive information from the Board on marketing activities and plans.
 - 3.5.5.3 The minutes of the Traders Representation Committee must be tabled at next meeting of the Board.
- 3.5.6 The Board may establish advisory committees consisting of or including persons who are not Board Members for enquiring into and reporting to the Board on any matter within the Authority's functions and powers and as detailed in the terms of reference which must be given by the Board to the advisory committee.
- 3.5.7 The meetings and proceedings of any committee or advisory committee are governed by the provisions in this Charter for regulating meetings and proceedings of the Board so far as those provisions are applicable and not affected by any resolution, regulations or policies made by the Board under clauses 3.5.2 and 3.5.3.

4. **BOARD OF MANAGEMENT**

4.1 **Role of Board**

The Authority is a body corporate and is governed by a Board of Management which has the responsibility to manage the business and other affairs of the Authority in accordance

with this Charter, all relevant legislation and any delegations made to it. A decision of the Board is a decision of the Authority.

4.2 Functions of the Board

In addition to the functions of the Board set out in the Act, the Board has the following functions, duties and powers:

- 4.2.1 formulating and observing strategic plans and strategies to achieve the objects and purposes of the Authority;
- 4.2.2 providing professional input and policy direction to the Authority;
- 4.2.3 provide input and support to the Council's CEO regarding monitoring, measuring and overseeing the performance of the ACMA General Manager;
- 4.2.4 ensuring that a code of conduct dealing with ethical behaviour and integrity is established and implemented in all business dealings of the Authority and Board Members;
- 4.2.5 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons;
- 4.2.6 ensuring that the Council's CEO is advised, as soon as practicable, of any material risk or situation that affects the financial or operating capacity of the Authority;
- 4.2.7 ensuring that all information furnished to the Council and the Council's CEO is accurate;
- 4.2.8 ensure that the Authority acts in a professional and ethical manner, ensuring integrity, transparency and accountability in its decision making, and preventing actual or perceived corruption, maladministration and misconduct; and
- 4.2.9 ensure that the activities of the Authority are conducted efficiently and effectively and that the assets of the Authority are properly managed and maintained.

4.3 Membership of the Board

- 4.3.1 A Board Member appointed under clause 4.4 must be a natural person, but need not be an officer, employee or elected member of the Corporation of the City of Adelaide.
- 4.3.2 It is intended that Board Members collectively have relevant experience and commercial acumen.

4.4 Appointment of Board Members

- 4.4.1 The Board shall consist of a maximum of seven Board Members to be appointed by the Council following an expression of interest process as follows:
 - 4.4.1.1 one Board Member must be a Council Member; and
 - 4.4.1.2 up to another six Board Members must be appointed by the Council as follows:

- (a) one Board Member with board leadership experience will be nominated by a Board Member selection panel, comprising the Council's CEO, the Council's senior manager in charge of human resources, and two Council Members, to be a Board Member and Chairperson; and
 - (b) up to five Board Members with an appropriate range of skills and experience will be nominated by a Board Member selection panel comprising the Council's CEO, the Council's senior manager in charge of human resources, the Chairperson and two Council Members.
- 4.4.2 The Board Members (non-members of the Council) shall be appointed for a maximum three-year term as determined by the Council, provided that the Council shall endeavour that no more than half of the Board Members' terms of office expire in the same year.
- 4.4.3 Board members who are members of the Council shall be appointed for a maximum two-year term as determined by the Council.
- 4.4.4 A Board Member is eligible for re-appointment at the expiration of their term of office.
- 4.4.5 The Council's CEO must give to the Authority a written notice of appointment, termination or revocation of appointment of a Board Member.
- 4.4.6 Each Board Member must give to the Council's CEO a signed written consent to act as a Board Member.
- 4.4.7 The Board will appoint a Board Member, other than the Chairperson, to be the Deputy Chairperson and will notify the Council's CEO of this appointment.
- 4.4.8 The Chairperson shall preside at all meetings of the Board and in the event of the Chairperson being absent from a meeting the Deputy Chairperson shall preside and in the event of both the Chairperson and the Deputy Chairperson being absent from a meeting the Board Members present shall appoint a Board Member from amongst them who shall preside for that meeting or until the Chairperson or the Deputy Chairperson is present.
- 4.4.9 In the event that the Chairperson:
- 4.4.9.1 resigns; or
 - 4.4.9.2 is removed from office by the Council; or
 - 4.4.9.3 is no longer eligible to act as a Board Member,
- then the Deputy Chairperson shall act in that office or, in the event of the Deputy Chairperson refusing or being unable to act as Chairperson, the Board shall appoint from amongst the Board Members a Chairperson who shall hold office as Chairperson until a Chairperson has been appointed by the Council whereupon the person so appointed will hold office for the duration of the original appointment or such other term as determined by the Council and permitted by this Charter.

- 4.4.10 The Chairperson and the Deputy Chairperson are eligible to apply for re-appointment at the expiration of their term of office in accordance with clause 4.4.1.
- 4.4.11 If any vacancy occurs in the membership of the Board during a term, the Council's CEO can appoint a Board Member for the remainder of the term at their discretion.

4.5 **Removal of Board Members**

- 4.5.1 Neither the Authority nor the Board may remove a Board Member.
- 4.5.2 The Council may remove a Board Member from office by giving to the Authority and the Board Member a written notice of removal of the Board Member.
- 4.5.3 The Council's CEO may remove a Board Member who is absent, without leave of the Board, from three consecutive ordinary meetings of the Board.
- 4.5.4 Council may remove a Board Member either of its own volition or upon recommendation of the Board passed by a two thirds majority vote of the Board Members present (excluding the Board Member subject to this Clause 4.5.4) for:
 - 4.5.4.1 any behaviour of the Board Member which, in the opinion of the Board or the Council amounts to impropriety;
 - 4.5.4.2 serious neglect of duty in attending to the responsibilities of a Board Member;
 - 4.5.4.3 breach of fiduciary duty to the Authority or the Corporation of the City of Adelaide;
 - 4.5.4.4 breach of the duty of confidentiality to the Authority and/or the Corporation of the City of Adelaide;
 - 4.5.4.5 breach of the propriety requirements of the Board; or
 - 4.5.4.6 any other behaviour which may discredit the Board, the Authority or the Corporation of the City of Adelaide.

4.6 **Vacation of the Office of Board Member**

- 4.6.1 A person vacates office as a Board Member if and when:
 - 4.6.1.1 Clause 4.5 requires;
 - 4.6.1.2 Schedule 2, Clause 4(3) of the Act requires or permits; or
 - 4.6.1.3 the person was, when appointed, an elected Member of the Council and ceases to be an elected Member of the Council.
- 4.6.2 A Board Member may retire from office at any time by giving notice to the Council and to the Board.

4.7 Remuneration and Expenses of Board Members

- 4.7.1 The Authority is entitled to pay appropriate remuneration fees to all Board Members as expressly approved by resolution of the Council.
- 4.7.2 All Board Members will receive from the Authority reimbursement of expenses properly incurred in performing or discharging official functions and duties as determined by the Authority and set out in a policy adopted by the Authority for the purposes of this clause.
- 4.7.3 Attendance of meetings as members of committees established by the Board can be remunerated subject to prior Council approval.

4.8 Register of Interests

A Board Member is required to submit returns to the Authority under Chapter 5, Part 4, Division 2 of the Act.

4.9 Saving Provision

- 4.9.1 In accordance with Schedule 2, Clause 40 of the Act no act or proceeding of the Authority is invalid by reason of:
- 4.9.1.1 a vacancy or vacancies in the membership of the Board; or
 - 4.9.1.2 a defect in the appointment of a Board Member.

4.10 Governance Issues for Members of the Board

- 4.10.1 The principles regarding conflict of interest prescribed in the Act apply to all Board Members in the same manner as if the Authority was a council and the Board Member was an elected member of a council.
- 4.10.2 The Board Members will at all times act in accordance with their duties of confidence and confidentiality and individual fiduciary duties including honesty and the exercise of reasonable care and diligence with respect to the performance and discharge of official functions and duties as required by Chapter 5, Part 4, Division 1 of the Act and Schedule 2, Part 1, Clause 7 to the Act.
- 4.10.3 The Authority must, in consultation with the Council's CEO or delegate, maintain relevant policies necessary for the effective management of the Authority and to meet the Authority's legislative obligations.

4.11 Meetings of the Board

- 4.11.1 Subject to Schedule 2, Clause 5 of the Act, the Board may determine its own procedures for meetings, which must be fair and contribute to free and open decision making.
- 4.11.2 An ordinary meeting of the Board must take place at such times and places as may be fixed by the Board from time to time and in any event not less than once per quarter.

- 4.11.3 A Board meeting must be held at a reasonable time and, if the meeting is to be held in person, at a reasonable place.
- 4.11.4 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority. The Board shall administer the business of the ordinary meeting.
- 4.11.5 Telecommunications Meeting
- 4.11.5.1 For the purposes of this Clause 4.11.5 the contemporary linking together by telephone, audio-visual or other instantaneous means (telecommunications meeting) of a number of the Board Members, provided that at least a quorum is present, is deemed to constitute a meeting of the Board and is deemed attendance for those respective Board Members taking part.
- 4.11.5.2 Each of the Board Members taking part in the telecommunications meeting must at all times during the telecommunications meeting be able to hear and be heard by each of the Board Members present.
- 4.11.5.3 At the commencement of the meeting each Board Member must announce their presence to all other Board Members taking part in the meeting.
- 4.11.5.4 A Board Member must not leave a telecommunications meeting by disconnecting their telephone, audio-visual or other communication equipment unless that Board Member has previously notified the Chairperson of the meeting.
- 4.11.6 Written Resolution
- 4.11.6.1 A proposed resolution in writing and given to all Board Members in accordance with proceedings determined by the Board will be a valid decision of the Board where a majority of Board Members vote in favour of the resolution by signing and returning the resolution to the ACMA General Manager or otherwise giving written notice of their consent and setting out the terms of the resolution to the ACMA General Manager.
- 4.11.6.2 The resolution shall thereupon be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- 4.11.7 Notice of ordinary meetings of the Board must be given by the ACMA General Manager to each Board Member not less than three clear business days prior to the holding of the meeting.
- 4.11.8 Notice of any meeting of the Board must:
- 4.11.8.1 be in writing; and
- 4.11.8.2 set out the date, time and place of the meeting; and
- 4.11.8.3 be issued by the ACMA General Manager; and
- 4.11.8.4 contain or be accompanied by the agenda for the meeting; and

4.11.8.5 be accompanied by a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).

4.11.9 The ACMA General Manager must maintain a record of all notices of meetings given to Board Members.

4.11.10 The Chairperson may convene urgent general meetings of the Board at the Chairperson's discretion.

4.11.11 The Chairperson shall convene other meetings of the Board as a general meeting may direct.

4.11.12 A majority of the Board Members present at a meeting of the Board may adjourn the meeting from time to time and from place to place.

4.11.13 Quorum and Voting

4.11.13.1 The quorum for any meeting of the Board, including special meetings and the Annual General Meeting, is four Board Members and no business may be transacted at a meeting of the Board unless a quorum is present.

4.11.13.2 Each Board Member present at a Board meeting has one vote on a question arising for decision at that meeting and, if the votes are equal, the Chair or other person presiding at the meeting may exercise a casting vote.

4.11.13.3 Subject to the Act and this Charter each Board Member validly present at a Board meeting must vote on a matter arising for decision at that meeting.

4.11.14 Subject to Clause 4.14 and to the absolute discretion of the Board to conduct any meeting or part of any meeting in public, meetings of the Board will not be conducted in a place open to the public and Chapter 6 Part 3 of the Act does not extend to the Authority.

4.12 **Special Meeting**

4.12.1 The Council or any Board Member may by e-mail request to the ACMA General Manager require a special meeting of the Board to be held.

4.12.2 On receipt of the request the ACMA General Manager shall issue a notice of the special meeting to all Board Members at least 24 hours prior to the commencement of the special meeting.

4.12.3 The request by any Board Member to the ACMA General Manager of the Authority requiring a special meeting to be held must be accompanied by the proposed agenda for the meeting and any written reports intended to be considered at the meeting (and if the proposed agenda is not provided the request is of no effect).

4.13 **Minutes**

4.13.1 The ACMA General Manager must cause minutes to be kept of the proceedings at every meeting of the Board, including special meetings and the Annual General Meeting.

- 4.13.2 Other than the minutes of an AGM which are dealt with in accordance with clause 4.14.6, for every meeting of the Board, including special meetings, the minutes must be:
 - 4.13.2.1 prepared and distributed to Board Members and the Council's CEO within five business days of the meeting to which they relate; and
 - 4.13.2.2 presented to the next ordinary meeting of the Board for confirmation.
- 4.13.3 Where the ACMA General Manager is excluded from attendance at a meeting of the Board the person presiding at the meeting shall cause the minutes to be kept.

4.14 Annual General Meeting

- 4.14.1 An Annual General Meeting of the Board shall be held prior to October in each year at a place and time determined by a resolution of the Board.
- 4.14.2 Notice of the Annual General Meeting will be given by:
 - 4.14.2.1 placing a copy of the notice and agenda on public display at the principal office of the Authority and at the Corporation of the City of Adelaide; and
 - 4.14.2.2 in such other manner as the ACMA General Manager considers appropriate.
- 4.14.3 The notice and agenda must be placed on public display for at least 14 clear days before the Annual General Meeting and must be available to the public:
 - 4.14.3.1 for inspection, without charge;
 - 4.14.3.2 by provision of a copy on the Authority's website; and
 - 4.14.3.3 on public display until completion of the Annual General Meeting.
- 4.14.4 A reasonable number of copies of the notice and agenda and any document or report supplied to Board Members for the Annual General Meeting must be available for members of the public at the meeting.
- 4.14.5 The Annual General Meeting will be conducted in a place open to the public and will consider and deal with business of a general nature aimed at reviewing the progress and direction of the Authority over the immediately preceding Financial Year and shall include the following:
 - 4.14.5.1 Chairperson's report;
 - 4.14.5.2 ACMA General Manager's report;
 - 4.14.5.3 the audited financial statements of the Authority for the previous Financial Year; and
 - 4.14.5.4 any other general business determined by the Board to be considered at the Annual General Meeting.

- 4.14.6 The minutes of the Annual General Meeting must be available to the public within five days of the Annual General Meeting for inspection or by provision of a copy on the Authority's website and presented to the next Annual General Meeting of the Board for confirmation.

4.15 **Board Annual Performance Review**

- 4.15.1 The Board of the Authority will undertake an annual performance evaluation of the Authority.
- 4.15.2 The Board will provide the Council with a report on the outcome of the annual performance review.

5. **ACMA GENERAL MANAGER**

5.1 **Appointment of General Manager**

- 5.1.1 The Council's CEO will lead a selection panel to determine and undertake an expression of interest process to appoint a person to be the ACMA General Manager, on terms and conditions determined by the Council's CEO, to manage the business of the Authority.
- 5.1.2 The ACMA General Manager selection panel members will be the Chairperson and the Council's CEO.
- 5.1.3 In the absence of the ACMA General Manager for any period, the Council CEO may, in consultation with the Authority, appoint a suitable person to act in the position of ACMA General Manager during the absence of the ACMA General Manager.

5.2 **Duties and Powers of the ACMA General Manager**

- 5.2.1 The ACMA General Manager is responsible for the day to day management of the Authority and will ensure that:
- 5.2.1.1 sound business management practices are applied in the efficient and effective management of the operations of the Authority; and
 - 5.2.1.2 records are kept of the business and financial affairs of the Authority in accordance with this Charter in addition to other duties provided for by this Charter and those specified in the terms and conditions of appointment of the ACMA General Manager.
- 5.2.2 The duties, functions, responsibilities and authority of the ACMA General Manager will be specified in the terms and conditions of their appointment entered into with the Corporation of the City of Adelaide and will include:
- 5.2.2.1 attending at all meetings of the Board unless excluded by resolution of the Board;
 - 5.2.2.2 inviting any person to attend at any meeting to act in an advisory capacity;

- 5.2.2.3 ensuring that the lawful decisions of the Board are implemented in a timely and efficient manner;
- 5.2.2.4 providing information to assist the Board to assess the Authority's performance against its strategic management plans and the Annual Business Plan and Budget;
- 5.2.2.5 providing advice and reports to the Authority and Board Members on the exercise and performance of its powers and functions under this Charter, the Act or any other legislation;
- 5.2.2.6 ensuring that the Authority is at all times complying with Schedule 2 of the Act;
- 5.2.2.7 ensuring that the Authority's Annual Report is prepared for approval by the Authority and distributed to Council in conformity with this Charter;
- 5.2.2.8 co-ordinating and initiating proposals for consideration of the Authority including, but not limited to, continuing improvement of the operations of the Authority;
- 5.2.2.9 ensuring that the assets and resources of the Authority are properly managed and maintained;
- 5.2.2.10 exercising, performing or discharging other powers, functions or duties conferred on the ACMA General Manager by or under the Act or any other Act and performing other functions lawfully directed by the Authority;
- 5.2.2.11 achieving financial outcomes in accordance with adopted plans and budgets of the Authority;
- 5.2.2.12 such other duties, functions, responsibilities and powers contained in this Charter or under the Act.

5.3 Delegation by the General Manager

- 5.3.1 The ACMA General Manager may delegate or sub-delegate to an employee seconded to the Authority (including an employee for the time being occupying a particular office or position), or a committee comprising employees seconded to the Authority, any power or function vested in the ACMA General Manager.
- 5.3.2 Any delegation or sub-delegation by the ACMA General Manager may be subject to any conditions or limitations as determined by the ACMA General Manager.
- 5.3.3 Where a power or function is delegated to an employee seconded to the Authority or an employee for the time being occupying a particular office or position, that person is then responsible to the ACMA General Manager for the efficient and effective exercise or performance of that power or function.
- 5.3.4 The ACMA General Manager must keep a written record of all delegations and sub-delegations at all times.

6. MANAGEMENT

6.1 Strategic Management Plans

6.1.1 The Authority must prepare the following strategic management plans:

6.1.1.1 a Strategic Plan with an operational period of four years which sets out the goals, objectives, strategies, priorities and relevant key performance indicators of the Authority for the period; and

6.1.1.2 a Long Term Financial Plan for a period of at least 10 years.

6.1.2 The Authority must ensure that the strategic management plans are aligned and consistent with the Council's current strategic management plans.

6.1.3 The Authority must review the Strategic Plan annually in consultation with the Council.

6.2 Annual Business Plan and Budget

6.2.1 It is intended that the operations of the Authority shall be funded from annual payments made by the Corporations of the City of Adelaide to the Authority in an amount substantially equivalent to the rents, licences and permit fees and other moneys which will be payable by lessees, licensees and occupiers of the Market to the Authority either as a Concurrent Lessee (in respect of those tenancies in existence as at the date of the grant of the Headlease) or as Underlessor (in respect of those tenancies granted by the Authority after the date of the grant of the Headlease);

6.2.2 The Authority must, before the end of June in each Financial Year, prepare an Annual Business Plan and Budget for the ensuing Financial Year in accordance with the Act and Regulations.

6.2.3 The Annual Business Plan and Budget must be consistent with the Charter and the Strategic Plan and submitted to Council for approval by a date nominated by the Council's CEO from time to time in accordance with the Council's budgetary approval process.

6.2.4 Reports summarising the financial position and performance of the Authority against the Annual Budget shall be prepared and presented to the Board no less than once in every three calendar months.

6.2.5 Neither the Annual Business Plan nor the Budget shall be amended without reasonable consultation with the Council and the prior express written approval of the Council.

6.3 Reporting

6.3.1 The Authority must submit to the Council by 30 September in each year a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Strategic Plan and Annual Business Plan and Budget and incorporating the audited financial statements of the Authority and any other information or reports required by the Council or the Council's CEO.

- 6.3.2 Within 14 business days of the end of each quarter the Authority must submit to the Council's CEO a quarterly report on progress against the strategic milestones and key performance indicators outlined in the Strategic Plan and the Annual Business Plan and Budget.
- 6.3.3 The Authority shall submit to Council or the Council's CEO any other information or reports required by Council or the Council's CEO in a timeframe determined by Council or the Council's CEO.
- 6.3.4 The Chairperson and / or ACMA General Manager shall attend meetings of the Council or any Committee as requested.

6.4 **Financial Management**

- 6.4.1 The Corporation of the City of Adelaide shall keep proper books of accounts on behalf of the Authority in accordance with the requirements of the Act and the Local Government (Financial Management) Regulations 2011 (the Finance Regulations).
- 6.4.2 The Authority must review its Budget in accordance with the requirements of the Finance Regulations at least three times in each Financial Year at intervals of not less than three months between 30 September and 31 May (inclusive).
- 6.4.3 The Authority's books of account must be available for inspection by any Board Member or authorised representative of the Corporation of the City of Adelaide at any reasonable time on request.
- 6.4.4 All payments made on account of the Authority must be authorised by the ACMA General Manager in accordance with delegated authority or by resolution of the Board.
- 6.4.5 The ACMA General Manager must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Authority.

6.5 **Audit**

- 6.5.1 The Corporation of the City of Adelaide's auditor will be the auditor of the Authority.
- 6.5.2 The Auditor will have the same powers and responsibilities as set out in the Act in relation to the Corporation of the City of Adelaide.
- 6.5.3 The audit of the financial statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Council.
- 6.5.4 The books of account and financial statements shall be audited at least once per year.
- 6.5.5 The Audit Committee of Corporation of the City of Adelaide will act as the Audit Committee of the Authority.

6.6 Borrowings and Expenditure

6.6.1 The Authority does not have the power to borrow.

6.6.2 The Authority has the power to incur expenditure as follows:

6.6.2.1 in accordance with a Budget of the Authority; or

6.6.2.2 with the prior approval of the Council or the Council's CEO; or

6.6.2.3 in accordance with the Act, in respect of expenditure not contained in a Budget adopted by the Board for a purpose of genuine emergency or hardship.

7. MISCELLANEOUS

7.1 Insurance

7.1.1 The Authority shall be a member of the Local Government Association's Mutual Liability Scheme and the Authority must comply with the Rules of that Scheme unless expressly directed otherwise in writing by the Council's CEO.

7.1.2 The Authority shall advise the Council's CEO of its insurance needs so the Corporation of the City of Adelaide can take out appropriate insurance cover on behalf of the Authority.

7.2 Winding Up

7.2.1 The Authority may be wound up by the Minister acting upon a resolution of the Council or by the Minister in accordance with Schedule 2, Part 1, Clause 16 (1) (b) of the Act.

7.2.2 In the event of a winding up of the Authority:

7.2.2.1 any surplus assets after payment of all expenses shall be returned to the Council prior to the passing of the resolution to wind up; and

7.2.2.2 the Headlease shall, at the election of the Council, be either transferred by the Authority to the Council or surrendered.

7.3 Common Seal

7.3.1 The Authority shall have a common seal upon which its corporate name shall appear in legible characters.

7.3.2 The common seal must not be used without the express authorisation of a resolution of the Board and every use of the common seal shall be recorded in the minute book of the Authority.

7.3.3 The affixing of the common seal shall be witnessed by the Chairperson or the Deputy Chairperson or such other person as the Authority may appoint for the purpose.

7.3.4 The common seal shall be kept in the custody of the ACMA General Manager or such other person as the Authority may from time to time direct.

7.4 **Principal Office**

The Authority's principal office is located at Adelaide Central Market or as the Authority may otherwise determine.

7.5 **Service of Documents**

7.5.1 A document to be given by the Authority to the Council or the Council's CEO or by the Council or the Council's CEO to the Authority may be given in a manner that Section 280 of the Act permits.

7.5.2 A written notice given by the Authority to the Council or the Council's CEO must be marked 'Attention: Chief Executive Officer'.

7.6 **Access to Information/Records**

7.6.1 As a matter of record Schedule 2, Clause 11 of the Act entitles Council or the Council's CEO to be furnished with information or records of the Authority.

7.6.2 The Council or the Council's CEO and a Board Member each have a right to inspect and take copies of the books and records of the Authority.

8. **CIRCUMSTANCES NOT PROVIDED FOR**

8.1 If any circumstance arises about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions the Chairperson may decide the action to be taken to ensure achievement of the objects of the Authority and its effective administration.

8.2 The Chairperson shall report any such decision at the next ordinary meeting of the Authority and the Authority shall subsequently report any such decision to the Council at the next ordinary meeting of the Council.

9. **PERFORMANCE AND ACCOUNTABILITY OF AUTHORITY**

9.1 The Council and the Council's CEO shall be entitled on an ongoing basis to review the performance of the Authority and the Board in the conduct of their respective activities under this Charter.

9.2 Without limiting the Council's or the Council's CEO's powers under the Act, if at any time the Council or the Council's CEO is of the view that either the Authority and/or the Board is not performing its duties under this Charter the Council or the Council's CEO shall be entitled to provide a notice in writing to the Board (Council Notice) identifying those matters in respect of the performance by the Authority and/or the Board of its duties under this Charter which are not satisfactory to the Council or the Council's CEO together with details of any corrective action which the Council or Council's CEO requires the Authority and/or the Board to take in order to rectify the identified performance issues.

9.3 The Board shall within 30 days of receipt of the Council Notice provide a written response to the Council or the Council's CEO as to the matters raised in the Council Notice (Notice in Response) which shall identify any corrective action which the Authority and/or the Board intends to undertake in order to address the issues raised in the Council Notice.

9.4 The Council's CEO and the Chairperson of the Board shall meet within 14 days of receipt by the Council or the Council's CEO of the Notice in Response to discuss the matters raised in the Council Notice and the Notice in Response.

9.5 Either:

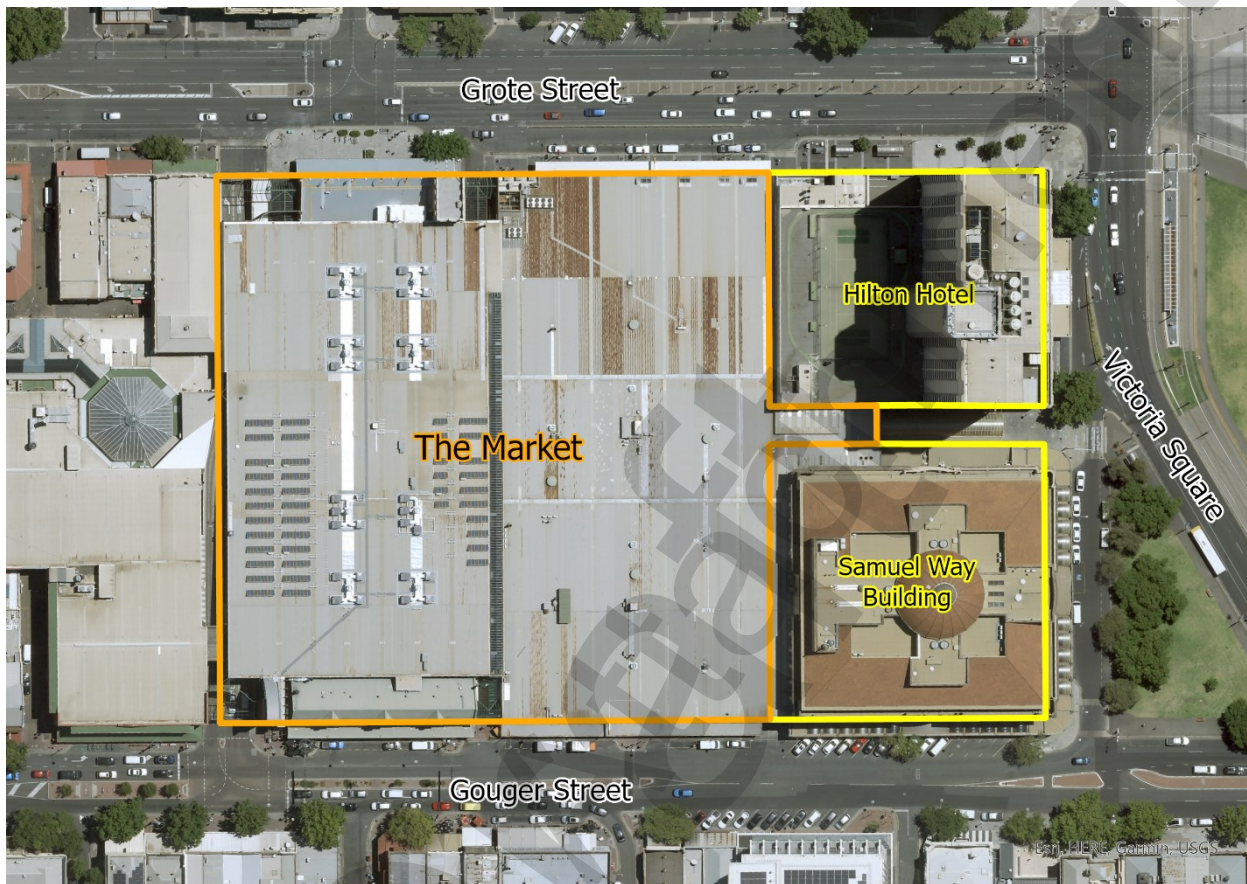
9.5.1 following the meeting between the Council's CEO and the Chairperson of the Board and having considered the matters raised in the Council Notice and the Notice of Response and the matters discussed between the Council's CEO and the Chairperson of the Board at their meeting; or

9.5.2 if the Board does not provide a Notice in Response,

the Council shall be entitled to take such further action (if any) as it determines with respect to the matters raised in the Council Notice which action may include, but shall not be limited to, the removal of the Board and the appointment of a replacement Board in accordance with the provisions of this Charter.

Annexure A

The Market



MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Those Portions of the land comprised in Certificates of Title Volume 6118 Folios 750 and 752 marked Allotment 1000 and Lot 11 on the plans annexed as Appendix 1

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

THE CORPORATION OF THE CITY OF ADELAIDE of Colonel Light Centre, 25 Pirie Street, Adelaide SA 5000

LESSEE (Full Name, Address and Mode of Holding)

ADELAIDE CENTRAL MARKET AUTHORITY of 1st Floor, 44 - 60 Gouger Street, Adelaide SA 5000

TERM OF LEASE

- (a) Original Term: Twenty one (21) years commencing on 1 July 2021 and expiring at midnight on 30 June 2042
- (b) Renewal(s): One (1) of twenty one (21) years pursuant to clause 4.3 of this Lease

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

Rent: \$1.00 per annum if demanded.

OPERATIVE CLAUSE ^(a) delete the inapplicable

The Lessor LEASES TO THE LESSEE the land ^(a) ABOVE / ~~HEREINAFTER~~ described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed ^(a) herein / in Memorandum No. _____ and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negated below).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC

Not Applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

REFERENCE SCHEDULE

ITEM 1 Premises	Those portions of the land comprised in Certificates of Title Volume 6118 Folios 750 and 752 marked Allotment 1000 and Lot 11 on the plans annexed as Appendix 1.
ITEM 2 Estate	Estate in fee simple
ITEM 3 Encumbrances	Nil
ITEM 4 Lessor	CORPORATION OF THE CITY OF ADELAIDE of Colonel Light Centre, 25 Pirie Street, Adelaide SA 5000
ITEM 5 Lessee	ADELAIDE CENTRAL MARKET AUTHORITY of 1st Floor, 44 - 60 Gouger Street, Adelaide SA 5000
ITEM 6 Term and Renewals	(a) Original Term: Twenty one (21) years commencing on 1 July 2021 and expiring at midnight on 30 June 2042 (b) Renewal(s): One (1) of twenty one (21) years pursuant to clause 4.3 of this Lease
ITEM 7 Rent and Manner of Payment	Rent: \$1.00 per annum if demanded
ITEM 8 Consents	Refer to the consent panel of this Lease
ITEM 9 Land	As specified in Item 1
ITEM 10 Permitted Use	The operation, management and marketing of the Market

1. INTERPRETATION

In this Lease unless the contrary intention appears:

- 1.1 “**Central Market Arcade Development**” means the development to be undertaken on behalf of the Lessor on the Central Market Arcade Land ;
- 1.2 “**Central Market Arcade Land**” means that portion of the Market comprising Lot 11 on the plans annexed as Appendix 1;
- 1.3 “**Charter**” means the charter entitled “Adelaide Market Authority Charter” prepared by the Lessor in accordance with Schedule 2, Clause 1(2) of the Local Government Act and gazetted on 3 May 2012 as varied by the Lessor on [INSERT] and as subsequently varied during the Term from time to time in accordance with the Charter and the Local Government Act;
- 1.4 “**Commencement Date**” means the date of commencement of the Original Term set out in Item 6(a) of the Schedule;
- 1.5 “**GST**” has the same meaning it does in Section 195-1 of the GST Act;
- 1.6 “**GST Act**” means the A New Tax System (Goods and Services Tax) Act 1999;
- 1.7 “**Land**” means the Land described in Items 1 and 9 of the Schedule;
- 1.8 “**Leases Act**” means the Retail and Commercial Leases Act 1995;
- 1.9 “**Lessee**” means the person described in Item 5 of the Schedule (and if more than one then jointly and severally) and where the context allows the heirs executors administrators successors and permitted assigns of such person (and if more than one then jointly and severally);
- 1.10 “**Lessee's Agents**” means each of the Lessee's agents contractors officers employees subtenants invitees and other persons claiming through or under the Lessee;
- 1.11 “**Lessor**” means as regards the land separately described in Item 1 of the Schedule each person separately described in Item 4 of the Schedule and where the context allows the heirs executors administrators successors and assigns of such person;
- 1.12 “**Market**” means:
 - 1.12.1 the property situated on portion of the Land and known as Adelaide Central Market; and
 - 1.12.2 the Central Market Arcade Development;
- 1.13 “**Market Rules**” means the rules to be established by the Lessee pursuant to clause 2.9;
- 1.14 “**Market Tenancies**” means all subleases, licences, concessions granted by the Lessee pursuant to clause 2.8.2(a);
- 1.15 “**Market Tenants**” means a lessee, licensee or occupier pursuant to a Market Tenancy;
- 1.16 “**notice**” means notice in writing or transmitted by facsimile;
- 1.17 “**Operating Agreement**” means the Agreement dated [INSERT] made between the Lessor and the Lessee as varied from time to time, and any agreement entered into between the Lessor and the Lessee which replaces that Agreement;
- 1.18 “**Operating Expenses**” means all costs expenses fees and charges incurred paid or payable in relation to the management, operation and marketing of the Market;
- 1.19 “**Original Term**” means the original term of this Lease set out in Item 6(a) of the Schedule;
- 1.20 “**Permitted Use**” means the use described in Item 10 of the Schedule;
- 1.21 “**Premises**” means the Market and where the context allows includes the interior and exterior of the building or buildings erected on that portion of the Land specified in Item 1 of the Schedule and all present and future improvements or modifications erected on or made to the Land and includes without limitation:
 - 1.21.1 all improvements constructed on the Land; and
 - 1.21.2 all conveniences services amenities and appurtenances of in or to the Premises;
- 1.22 “**Recipient**” and “**Supplier**” have the respective meanings ascribed to those terms in the GST Act;
- 1.23 “**rent**” means the rent reserved by this Lease;

- 1.24 **"services"** means all electrical plumbing airconditioning gas telephone facsimile and other like installations including without limitation all pipes drains cables wires and other conduits situated in or on or serving the Premises;
- 1.25 **"Taxable Supply"** has the same meaning it does in Section 9-5 of the GST Act;
- 1.26 **"Term"** means the Original Term and any extension or renewal of that term and any period during which the Lessee holds over or remains in occupation of the Premises;
- 1.27 **"terms of this Lease"** means the terms covenants agreements duties obligations rights powers privileges provisions acknowledgements and conditions set out in this Lease;
- 1.28 a reference to any Act includes all statutes regulations codes by-laws or ordinances and any notice demand order direction requirement or obligation under that Act (and vice versa) and unless otherwise provided in that Act includes all consolidations amendments re-enactments or replacements from time to time of that Act and a reference to "law" includes a reference to any Act and the common law;
- 1.29 anything which the Lessee is required to do shall be done at the cost of the Lessee and to the reasonable satisfaction of the Lessor;
- 1.30 headings are for convenience of reference only and shall not affect the interpretation of this Lease;
- 1.31 any reference to an "Item of the Schedule" means the relevant Item of the Reference Schedule contained in this Lease and any reference to a clause means the relevant clause of this Lease; and
- 1.32 all money (including without limitation rent) payable by the Lessee to the Lessor and costs recoverable from the Lessee by the Lessor shall be paid to the Lessor (or such other person as the Lessor shall notify the Lessee) and at the place or in the manner specified pursuant to clause 2.1 and shall be recoverable as a debt and if no date or time for payment is specified shall be payable immediately on demand.

2. LESSEE'S COVENANTS

The Lessee hereby covenants and agrees with the Lessor throughout the Term:

2.1 Rent

to pay the Rent (if demanded);

2.2 Charter and Operating Agreement

2.2.1 the obligations to be performed by the Lessee pursuant to the Charter and the Operating Agreement are incorporated into and shall be deemed to form part of this Lease and shall be obligations to be performed by the Lessee pursuant to this Lease as if such obligations were set out in full in this Lease;

2.2.2 the Lessee agrees with the Lessor that a failure by the Lessee to comply with its obligations pursuant to either the Charter or the Operating Agreement shall constitute a breach of this Lease;

2.3 Permitted Use

2.3.1

- (a) not to use the Premises other than for the Permitted Use;
- (b) not to permit the Premises to be used other than for the undertaking of a retail business or activity reasonably contemplated by the Charter and the Operating Agreement; and
- (c) not to do or permit to be done anything which may be or become unlawful immoral or an annoyance nuisance or damage to the Lessor or any other person in or in the vicinity of the Land;

2.3.2 to ensure that the Market is managed, operated, marketed and conducted in accordance with the Charter, the Operating Agreement and this Lease;

2.3.3 to promptly obtain keep current and comply with all consents approvals and licences from all relevant authorities or other persons necessary or incidental to the use of the Premises for the Permitted Use and the provisions of this Lease;

2.3.4 to operate the Market during such hours as are determined by the Lessee in accordance with the Leases Act;

2.3.5 to manage the Market for and on behalf of the Lessor so as to ensure its effective and efficient operation for the duration of the Term; and

- 2.3.6 to pro-actively manage the Premises, utilising the direct assistance and support of the Lessor and use its best endeavours to maximise income, minimise expenses, maintain the appearance of the Market and ensure that the Market is at all times properly maintained and operational;

2.4 Lease Administration and Management

the Lessee must administer all Market Tenancies to ensure that occupation of the Premises is in accordance with the Market Tenancies and all relevant legislation and without limitation shall undertake the following:

- 2.4.1 manage all current and new Market Tenancies;
- 2.4.2 establish and maintain tenancy schedules;
- 2.4.3 ensure that:
- (a) all rent reviews are undertaken in accordance with Market Tenancies;
 - (b) Market Tenancy renewals are monitored and appropriate action taken;
- 2.4.4 administer all Market Tenancies and all other contracts and agreements in effect in relation to any part of the Market;
- 2.4.5 undertake and coordinate the preparation of all Market Tenancies and legal documentation with the Lessor's appointed legal representatives;
- 2.4.6 the raising of invoices for and collection of rent, outgoings, electricity, promotion levy and other charges due from Market Tenants;
- 2.4.7 collection of documentation from Market Tenants providing evidence of insurance policies required under Leases;
- 2.4.8 calculate and advise Lessees of increases in rental and other charges due under the terms of Market Tenancies (including without limitation CPI and fixed percentage increases);
- 2.4.9 where an increase in charges under a Market Tenancy is to be determined by reference to market rates the Market Tenant is to provide to the Lessor at least one month prior to the earliest date on which the Market Tenant is to be notified of the new rental the Lessee's assessment of the current market rent for the premises;
- 2.4.10 to provide to Market Tenants annual estimates of outgoings in accordance with the terms of Market Tenancies and any relevant legislation;
- 2.4.11 to appoint on behalf of the Lessor an independent auditor to perform annual audits of outgoings and following completion of the audit to calculate and charge or refund as the case may be money owed to or due from Lessees in a time frame in accordance with the Lease or the relevant legislation;
- 2.4.12 to maintain a register of all bank guarantees and other security required to be provided under the Market Tenancies and to follow up and receive all outstanding bank guarantees or security;
- 2.4.13 to call upon any bank guarantee or security held on behalf of a Market Tenant and to apply these funds to rent or other charges due under a Market Tenancy;
- 2.4.14 establish and maintain a good working relationship with:
- (a) the traders; and
 - (b) those responsible for the management of retail centres adjoining the Market,
- for the purpose of both ensuring the harmonious effective and efficient operation of the Market and facilitating co-operation between the Market and the adjoining retail areas including Market Plaza and the adjacent retail areas situated in Grote and Gouger Streets;
- 2.4.15 provide advice and assistance to the Market Tenants in the Market in matters concerning:
- (a) promotions or marketing;
 - (b) shop presentation in respect of stalls shops or stands; and
 - (c) retail operation by traders;

2.5 Arrears Management

the Lessee must proactively take all steps necessary to ensure that payments due by Market Tenants are paid in accordance with the terms of the Market Tenancies;

2.6 Marketing Services

2.6.1 the Lessee will proactively market the Market and use its best endeavours to:

- (a) increase customer traffic to the Premises;
- (b) encourage frequency of customer visits to the Premises;
- (c) encourage increase in customer spend per visit; and

2.6.2 the Lessee will ensure that Market Tenants are fully informed of proposed marketing activities to be undertaken and results of prior marketing activities;

2.7 Maintenance and Repair

the Lessee must maintain repair clean and keep the Premises including without limitation all the Lessor's fixtures fittings plant and equipment in good and substantial repair order and condition and where appropriate in good working order (including without limitation entering into and keeping current appropriate servicing and maintenance contracts) provided that:

2.7.1 the Lessee shall be under no obligation to make good damage by fire flood lightning storm tempest inevitable accident act of God or war damage (except where insurance moneys are irrecoverable in consequence of any negligent, reckless or wilful act omission or default of the Lessee or any of the Lessee's Agents in which event the Lessee shall rectify the damage promptly at its expense); and

2.7.2 nothing in this clause will impose any obligation on the Lessee in respect of any structural or capital maintenance replacement or repair except where the same is rendered necessary by any breach of this Lease by the Lessee, any negligent act or omission of the Lessee or the Lessee's Agents;

2.8 Assignment and Subletting

2.8.1 the Lessee shall not be entitled to transfer or assign this Lease nor mortgage charge or encumber this Lease;

2.8.2

(a) the Lessee is entitled in accordance with its obligations pursuant to the Charter and the Operating Agreement to grant Market Tenancies to a party undertaking a retail business or activity reasonably contemplated by the Charter and the Operating Agreement;

(b) in respect of any Market Tenancy granted pursuant to clause 2.8.2:

(i) the Lessee shall be entitled to utilise such form of sublease or licence documentation as the Lessee reasonably considers is appropriate having regard to the Lessee's obligations under this Lease, the Charter and the Operating Agreement provided that the Lessee must seek to ensure that a consistent form of documentation is utilised by the Lessee in respect of all Market Tenancies granted by the Lessee;

(ii)

(A) the term of any Market Tenancy shall be as reasonably determined by the Lessee having regard to the Lessee's obligations under this Lease and the Charter provided that the term of any Market Tenancy granted by the Lessee (including any period of renewal) must not:

(I) if granted during the Original Term be for a term greater than the remaining period of the Original Term less one (1) day unless the Lessee has exercised its right of renewal pursuant to clause 4.3.1; and

(II) if granted during the Renewed Term be for a term greater than the remaining period of the Renewed Term less one (1) day; and

- (B) the Lessee must having regard to the Lessee's obligations under this Lease, the Charter and the Operating Agreement establish a policy in relation to the term for which subleases or licences shall be granted by the Lessee pursuant to clause 2.8.2(a);
- (iii) the Lessee must take such security from an underlessee or licensee as reasonably determined by the Lessee having regard to the terms of the Market Tenancy and the financial capacity of the sublessee or licensee provided that such security must at a minimum comprise either:
 - (A) a Bank Guarantee for an amount not less than three (3) months' rent payable under the underlease or licence; or
 - (B) a personal Guarantee from each of the directors of an underlessee or licensee which is a company;

2.9 Market Rules

the Lessee must establish Market Rules which are to apply to the safe and efficient operation of the Market and the occupation by lessees, licensees and other parties of the Market;

2.10 Cleaning

2.10.1 to cause the Premises to be cleaned regularly in a proper and workmanlike manner and kept clean and free from dirt and rubbish and to exterminate or eradicate vermin and pests from the Premises having regard to the condition of the Premises and the standard of cleaning at the Commencement Date; and

2.10.2 in addition to its obligations pursuant to clause 2.10.1 the Lessee must comply with the obligations of the Lessor pursuant to a certain Deed made between the Lessor and Strata Corporation 1350 Inc in respect of the toilets on and adjacent to the western boundary of the Premises a copy of which Deed has been provided to the Lessee;

2.11 Alterations and Additions

not without the consent of the Lessor to make any structural alteration or addition in or to the Premises nor without the consent of the Lessor which consent shall not be unreasonably withheld to install or alter any fixed equipment or other fixed installation comprising works of a capital nature in or about the Premises;

2.12 Statutory Requirements

to promptly and efficiently satisfy comply with and observe all present and future laws and the requirements directions and orders of any governmental semi-governmental civic health safety environmental licensing or other authority with competent jurisdiction relating to or affecting the use or condition of the Premises or the occupancy by the Lessee of the Premises whether such compliance or obligations are imposed on the owner or occupier of the Premises;

2.13 Lessor's Access

to permit the Lessor and any person authorised by the Lessor at all reasonable times to enter the Premises and view the state of its repair and if the Lessor considers that repairs are required:

2.13.1 the Lessor may then serve on the Lessee a notice of any defect the repair of which is within the Lessee's obligations under this Lease requiring the Lessee within a reasonable time to repair the defect;

2.13.2 in default of the Lessee repairing such defect the Lessor to execute the required repairs as if it were the Lessee and for that purpose the Lessor and any person authorised by the Lessor may enter onto the Premises and remain there for the purpose of doing erecting or effecting any such required repairs; and

2.13.3 all costs and expenses of and incidental to carrying out such repairs shall be payable by the Lessee to the Lessor;

2.14 Insurances

2.14.1 without limiting the provisions of clause 2.2 the Lessee must comply with all of its obligations with respect to insurance pursuant to the Operating Agreement;

2.14.2 in the performance of its obligations pursuant to clause 2.14.1 the Lessee must effect by the Commencement Date and maintain in the name of the Lessee noting the interest of the Lessor:

- (a) public risk insurance to a sum insured of at least twenty million dollars (\$20,000,000.00) per occurrence or such other amount as the Lessor may reasonably require from time to time;
- (b) plate glass insurance against risks specified by the Lessor in its discretion to a sum insured of at least the full insurable value of the plate glass in the Premises;
- (c) insurance in respect of the Lessee's fixtures fittings and signs in or about the Premises to the full insurable value and against all insurable losses that the Lessor may require;
- (d) a policy under which the Premises are insured for their full insurable reinstatement and replacement value (where appropriate) against fire and the extraneous risks of storm and tempest, explosion, earthquake, riots, civil commotion and malicious acts, impact, aircraft damage by rain water and water discharge from pipes or systems and flood (and if reasonably required by the Lessor) against subsidence and collapse and against such other risks as may from time to time be reasonably required by the Lessor;
- (e) a policy or policies against sprinkler leakage, machinery breakdown and boiler explosion (including third party cover) if any such installations are made in the Premises at any time during the term;
- (f) insurance of the cost of removal of debris from the Land in such amount as the Lessor may from time to time deem necessary; and
- (g) any other insurances which are reasonably specified by the Lessor;

2.14.3 in respect of the insurances required by clause 2.14.2 the Lessee must:

- (a) effect such policies of insurance through the Local Government Association Mutual Liability Scheme or as otherwise directed by the Lessor from time to time; and
- (b) notify the Lessor immediately when:
 - (i) an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) any policy of insurance is cancelled; and

2.14.4 the Lessee may not disburse any insurance money recovered other than for a purpose approved by the Lessor;

2.15 **Not to Vitate Insurance**

not at any time to do or permit or suffer to be done any act matter or thing in or on the Premises whereby any insurance in respect of the Premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased;

2.16 **No Caveat**

not to lodge or cause or permit to be lodged any caveat on the Certificate of Title for the Land and to indemnify the Lessor against and in respect of all and any actions claims demands losses damages costs and expenses which the Lessor may incur in respect of the lodgement removal or withdrawal of any such caveat;

2.17 **Reservation – Services**

- 2.17.1 to allow the Lessor and other parties authorised by the Lessor from time to time the right to use and have the benefit of all conduits pipes cables and other infrastructure installed within the Premises by the Lessor on behalf of those parties, or by those parties for the purpose of providing any services to such parties ("**Third Party Services**") and must allow access to such services for the purpose of undertaking repairs maintenance and replacement thereof;
- 2.17.2 the Lessee must not interfere with or disrupt nor cause any damage to the Third Party Services; and
- 2.17.3 the Lessor reserves to itself throughout the Term the right to install such additional Third Party Services or to grant to third parties the right to install Third Party Services provided that the Lessor must notify the Lessee prior to any such services being installed and must consult with the Lessee in relation to the nature of the works to be undertaken to install those services;

3. **LESSOR'S COVENANTS**

The Lessor hereby covenants and agrees with the Lessee through the Term:

3.1 Comply with Operating Agreement

the Lessor must comply with its obligations pursuant to the Operating Agreement as if such obligations were set out in this Lease;

3.2 Operating Expenses

the Lessor shall pay all approved Operating Expenses in accordance with the annual budget prepared by the Lessee pursuant to the Charter and approved by the Lessor;

3.3 Maintenance and Repair – Structural and Capital Works

the Lessor must to the extent not the responsibility of the Lessee pursuant to the terms of this Lease carry out any structural or capital repairs and maintenance or replacement to the Premises as required to maintain and keep the Premises in good and substantial repair, working order and condition, watertight and weatherproof.

4. MUTUAL COVENANTS

The Lessor and the Lessee hereby covenant and agree throughout the Term that:

4.1 Default

4.1.1 Essential Terms

- (a) clauses 2.2, 2.3 and 5 are essential terms of this Lease and that the Lessor may at its option treat any breach or default by the Lessee in the observance or performance by the Lessee of its duties and obligations under such clauses as a repudiation by the Lessee of the this Lease; and
- (b) the Lessor's acceptance of arrears or of any late payment of rent will not constitute a waiver of the essential and fundamental nature of the Lessee's obligation to pay rent in respect of those arrears the late payments or the Lessee's continuing obligation to pay rent during the Term;

4.1.2 Termination and Re-entry

if:

- (a) the rent or any part of it is unpaid for a period of thirty (30) days after a formal demand shall have been made for payment; or
- (b) the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the terms of this Lease and such breach remains unremedied for a period of thirty (30) days after the service of a notice on the Lessee requiring such breach to be remedied;

then the Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises without prejudice to any other right or remedy of either party for any antecedent breach or default of any term of this Lease;

4.2 Landlord and Tenant Act

in the case of a breach or default of any term of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 such notice shall provide that thirty (30) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor and no period of notice shall be required in respect of non payment of rent;

4.3 Renewal

- 4.3.1 on the written request of the Lessee made not less than six (6) months before the expiration of the Original Term and provided that there shall not at the time of such request be any existing breach or non-observance by the Lessee of any of the terms of this Lease the Lessor will grant to the Lessee a renewal of this Lease for the further term as set out in Item 6(b) of the Schedule (“**Renewed Term**”) subject to and on the same terms and conditions as are contained in this Lease together with such amendments as the Lessor shall reasonably require except for the exclusion of this clause giving the Lessee a right of renewal;

4.3.2 for the purposes of calculating the Base Rent and the Performance Based Rent pursuant to the Lease during the Renewed Term the Lease for the Renewed Term shall be deemed to be a continuation of the Original Term as if the term of the Lease was originally forty two (42) years; and

4.3.3 time shall be of the essence in respect to this clause 4.3;

4.4 **Destruction or Damage**

4.4.1 if the Premises is damaged or destroyed:

- (a) the Lessee shall promptly claim on the insurance referred to in clause 2.14; and
- (b) the Lessor and the Lessee shall having regard to the extent of the damage or destruction consult in relation to the extent to which insurance proceeds shall be applied towards the reinstatement of the Premises or to the construction of other improvements;

4.4.2 following the consultation referred to in clause 4.4.1 the Lessor shall be entitled at its discretion to terminate this Lease by notice in writing to the Lessee in which event neither party shall have any claim or recourse against the other; and

4.4.3 in respect of the period following the date of such damage and destruction there shall be no abatement of rent Rates and Taxes and other tenancy costs on account of the Premises being rendered unfit for occupation or inaccessible as a result of such damage or destruction or during rebuilding or reparation of the Premises provided that a fair proportion of the rent Rates and Taxes and other tenancy costs will abate if the damage or destruction results from any willful or negligent act or omission of the Lessor which renders insurance moneys being irrecoverable under the Lessee's insurance effected pursuant to clause 2.14;

4.5 **Holding Over**

if the Lessee holds over after the expiration or sooner determination of the Original Term or any extension or renewal of this Lease as the case may be ("**Holding Over Commencement Date**") with the consent (express or implied) of the Lessor the Lessee then becomes a monthly tenant of the Lessor which tenancy may be terminated by either party giving to the other one (1) month's prior notice expiring at any time at a monthly rent equivalent to one twelfth of the annual rent payable by the Lessee in respect of the Premises immediately prior to the Holding Over Commencement Date;

4.6 **Yielding Up Premises**

at or immediately before the expiration of the Term or surrender of this Lease or within seven (7) days of any sooner determination of this Lease the Lessee shall for no monetary consideration or right of compensation from the Lessor:

4.6.1 peaceably surrender and yield up the Premises in the condition required by this Lease; and

4.6.2 surrender all keys and access cards and other security mechanisms for the Premises to the Lessor and inform the Lessor of all combinations on locks and safes and vaults (if any) in the Premises;

4.7 **Waiver**

no waiver by the Lessor of one breach of any term of this Lease shall operate as a waiver of another breach of that or any other term of this Lease;

4.8 **Notice**

without prejudice to any other means of serving notice any notice required to be served under this Lease shall be sufficiently served:

4.8.1 if to the Lessee by personal service at the Premises or by post or facsimile transmission to the Premises; and

4.8.2 if to the Lessor by personal service at the Town Hall, Adelaide;

4.9 **Severance**

any term of this Lease which is not applicable to the Premises or which is repugnant to the general interpretation of this Lease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Lease;

4.10 Real Property Act

the covenants and powers implied in leases by virtue of Sections 124 and 125 of the Real Property Act 1886 shall apply and be implied in this Lease unless they are expressly or by necessary implication excluded or modified;

5. GST

5.1 Liability for GST

5.1.1 The amount payable by the Recipient to the Supplier for, or in connection with, a Taxable Supply under this Lease does not include any GST.

5.1.2 The Recipient must pay the Supplier an additional amount on account of GST equal to the amount payable by the Recipient for the relevant Taxable Supply multiplied by the prevailing GST rate.

5.2 Timing

The additional amount is payable at the same time as when the amount for the relevant Taxable Supply is required to be paid by the Recipient to the Supplier but in any event, not before the Supplier has provided the Recipient with a tax invoice which is in an approved form for GST purposes.

5.3 Reimbursement

To the extent that the amount for a Taxable Supply consists of the reimbursement of costs and expenses incurred by the Supplier, in this Lease those costs and expenses are deemed to be exclusive of the amount of any refund or input tax credit of GST to which the Supplier is entitled as a result of incurring the cost or expense.

6. REDEVELOPMENT - PREMISES

6.1 If at any time during the Term the Lessor in its absolute discretion wishes to redevelop the Premises or any portion thereof the Lessor shall be entitled to serve upon the Lessee a notice providing details of such redevelopment and the Lessor may thereafter require the Lessee to surrender the whole or a portion of this Lease with effect from any time on giving not less than twelve (12) months prior notice ("**Termination Date**") to the Lessee specifying the date on which the Lessor requires this Lease or part thereof to be surrendered.

6.2 This Lease shall be automatically surrendered or partially surrendered having regard to the relevant portion of the Premises the subject of redevelopment as identified in the notice on the Termination Date by virtue of the operation of this clause 6.

6.3 By the Termination Date the Lessee shall vacate the Premises or the relevant portion thereof in all respects in compliance with the terms and conditions of this Lease.

6.4 If this Lease is wholly surrendered or partially surrendered pursuant to this clause 6 the Lessee shall not be entitled to any compensation or damages from the Lessor on any account whatsoever by reason of such termination.

7. MUTUAL ACKNOWLEDGEMENT – UNFORESEEN CIRCUMSTANCES

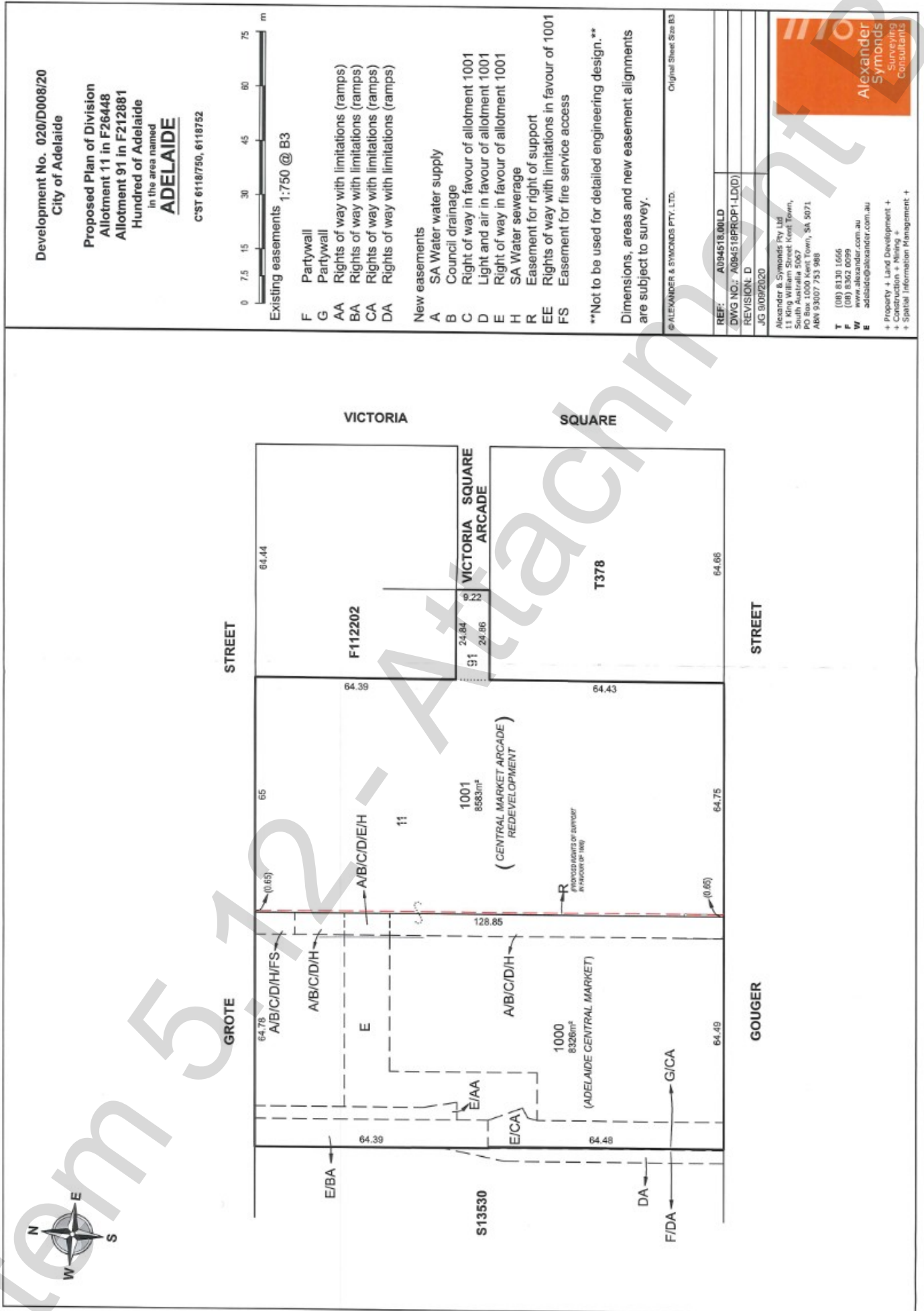
The Lessor and the Lessee covenant and agree that if at any time after the Commencement Date an event occurs or a circumstance arises which or which is likely to materially adversely impact upon the conduct by the Lessee of the Permitted Use and which although not known by the parties at the Commencement Date arose from a matter or circumstance existing as at the Commencement Date, the Lessor and the Lessee agree that they must consult in relation to the manner in which that event or occurrence shall be most appropriately dealt with and the Lessor shall at its cost and expense undertake such acts matters or things as the parties agree are necessary to deal with such event or circumstance.

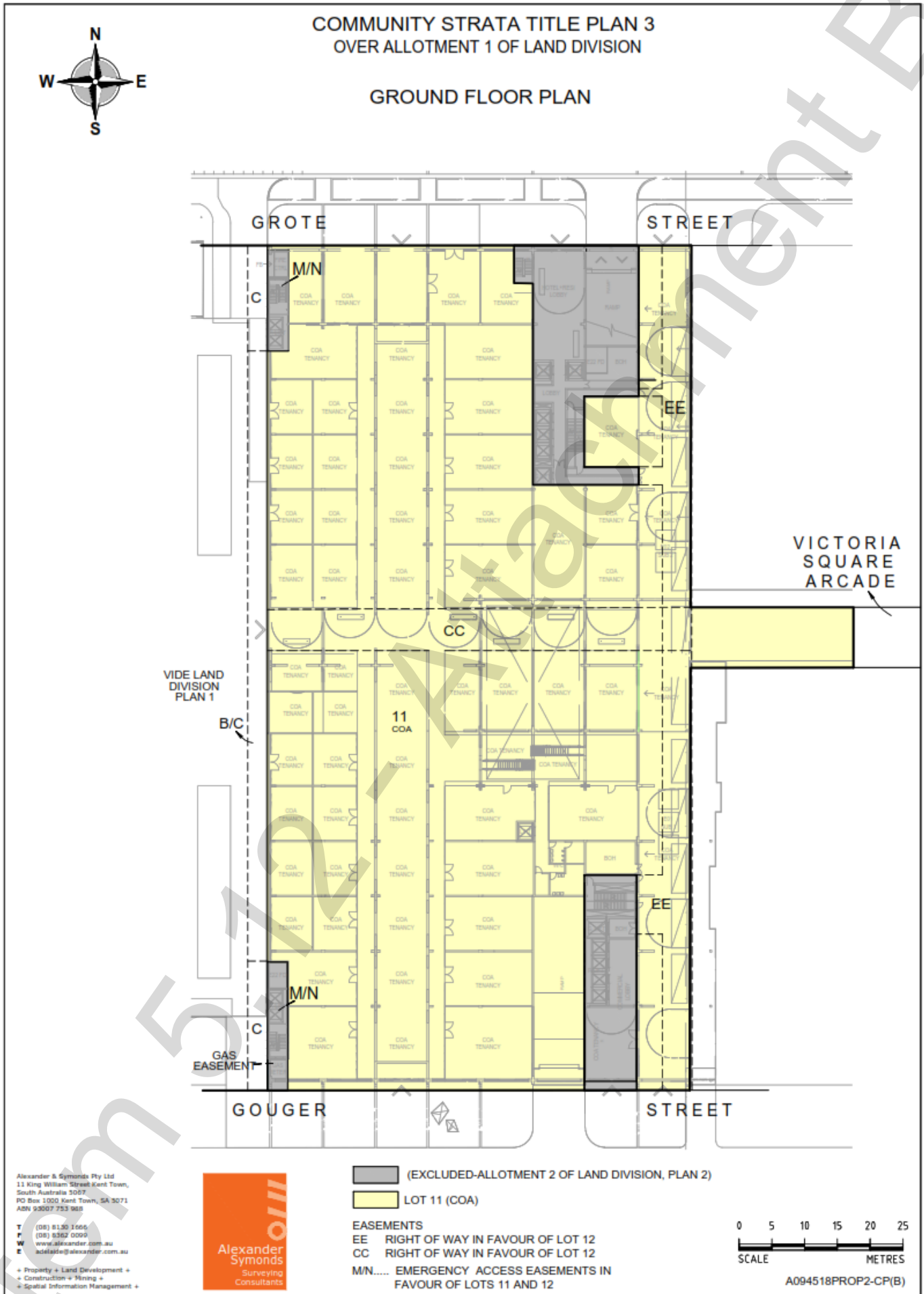
8. PARTIAL SUSPENSION OF OPERATION OF LEASE – CENTRAL MARKET DEVELOPMENT

The Lessor and the Lessee agree that this Lease shall be suspended and shall not come into operation or effect with respect to the Central Market Development until such time as the Central Market Development has reached practical completion and the Lessor has provided notice to the Lessee.

APPENDIX 1

Item 5.12
5.12
Attachment B





CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 32 of the Development Act 1993

DATED

EXECUTION

EXECUTED AS A DEED

LESSOR

THE COMMON SEAL of)
THE CORPORATION OF THE CITY OF ADELAIDE)
was hereunto affixed on the day of)

.....
Lord Mayor

.....
Chief Executive Officer

LESSEE

THE COMMON SEAL of)
ADELAIDE CENTRAL MARKET AUTHORITY)
was affixed in the presence of:)

.....
Chair

.....
Market General Manager

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
L
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Lessee

AGENT CODE

Lodged by: COWELL CLARKE..... CCL1

Correction to: COWELL CLARKE..... CCL1

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	CCL1

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

DRAFT

OPERATING AGREEMENT

Between

City of Adelaide

and

Adelaide Central Market Authority

2021

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THIS AGREEMENT is made on (Day) (Month) 2021

BETWEEN **The Corporation of the City of Adelaide** of Colonel Light Centre, 25 Pirie Street, Adelaide SA 5000 ("CoA")

AND **ADELAIDE CENTRAL MARKET AUTHORITY** of 44 – 60 Gouger Street, Adelaide, SA 5000 ("**ACMA**")

IT IS AGREED as follows:

1. STATEMENT OF INTENT

- 1.1 In 2012 the CoA established ACMA as a subsidiary in accordance with Section 42 1(b) of the *Local Government Act 1999* to manage the Market on behalf of the Council.
- 1.2 ACMA is established through a Legal Charter approved by Council and the Minister for Local Government. Whilst representing the interests of a diverse range of stakeholders, the overarching aim of ACMA is to market and manage the economic outcomes within the boundaries of the Market and the wider market district.
- 1.3 The establishment of ACMA as a subsidiary of Council gives rise to a level of governance complexity.
- 1.4 While CoA wishes for the ACMA Board and Management to have a high degree of autonomy in curating, marketing and managing the Market within the parameters of its Strategic Plan and Business Plan and Budget approved by Council, certain obligations and responsibilities related to a subsidiary of Council need to be recognised, along with powers vested by the Charter and/or the *Local Government Act 1999*.
- 1.5 There are also substantial opportunities for simplification, efficiency and improved outcomes to be realised through ACMA utilising the administration functions, professional support and services of CoA.
- 1.6 Obligations, responsibilities and services to be provided are specified in the Charter, Head Lease and in this Agreement.
- 1.7 The intent of this Agreement is to outline the formal working relationship between CoA and the ACMA. The Agreement is to be read in conjunction with the Charter and the Head Lease.
- 1.8 Notwithstanding the provisions of the Charter, the CoA will retain responsibility for the decanting and management of Market Arcade tenants until the expiration of their lease.
- 1.9 ACMA will utilise existing CoA support services, frameworks, alliances, systems and processes for administrative functions unless otherwise identified in this Agreement.
- 1.10 ACMA will incur all direct costs of operating the Market however, Support Services will be provided to ACMA by CoA as if ACMA were an operating function within the CoA.
- 1.11 There will be no fees or transfer charging between CoA and ACMA for provision of Functional and/or Support Services.

2. KEY DEFINITIONS

In this Agreement, unless a contrary intention appears:

"Agreement" means this entire document.

"ACMA General Manager" means the General Manager of the Adelaide Central Market Authority.

"The Act" or "Act" means the Local Government Act 1999 and associated regulations.

"Adelaide Central Market Authority", the "Authority" and "ACMA" means the Adelaide Central Market Authority established as a Council Subsidiary pursuant to Section 42 of the Local Government Act 1999 (SA).

"Board" means the Board of Directors of the Adelaide Central Market Authority.

"City of Adelaide" and "CoA" means The Corporation of the City of Adelaide (ABN 20 903 762 572).

"Chairperson" means the person occupying the position of Chairperson of the Adelaide Central Market Authority Board.

"Charter" means the Adelaide Central Market Authority Charter as adopted by Council.

"Council" means the elected members of City of Adelaide.

"Council CEO" means the Chief Executive Officer of the City of Adelaide.

"Contact Officer" means the nominated Executive Level contact person within the CoA Administration, nominated by the CEO for the purposes of this Agreement.

"Head Lease" – means the Lease agreement between CoA and ACMA for the use and occupancy by the Authority of the CoA owned Central Market building and the Adelaide Central Market Arcade redevelopment.

"Market" means the Adelaide Central Market and Central Market Arcade Redevelopment managed by ACMA.

"Market District" means the area from Victoria Square to Morphett Street bordered

"Market Car Park" means the UPark currently located above the Adelaide Central Market accessible from Grote Street and Gouger Street or as redeveloped under the Central Market Arcade Redevelopment Project.

"Support Services" means the various administration, functions, frameworks, services and advice provided by CoA to support ACMA in meeting its operating requirements.

"UPark" is the business name used by the City of Adelaide to manage car parks.

3. **TERM**

- 3.1 The Agreement, as modified from time to time, will continue to apply for the term that the ACMA remains a subsidiary of the CoA.
- 3.2 A review of this Agreement can be instigated at the request of either party or as necessitated through changes to the Act, Charter and/or Headlease, but as a minimum will be reviewed within four years of any prior review.

4. **ROLE AND FUNCTIONS OF ACMA**

- 4.1 ACMA's role incorporates the strategic planning, advocacy, curation, marketing, business development, leasing, customer relationship management and operational management of the Market as set out in the Charter.
- 4.2 ACMA is responsible for ensuring the administrative and operational requirements of the Authority are met including building maintenance, lease management, governance, legislative and standards compliance, human resource management, workplace health & safety (WH&S), strategic planning, reporting, financial management, customer relationship management, facilities management, marketing and events management, day to day operational management, Market activation and placemaking.
- 4.3 ACMA will deliver its administrative and operational requirements through the use of Support Services provided by CoA and will integrate with the CoA frameworks, as if for all intents and purposes, it were a business unit within CoA.

5. **ROLE OF COA**

- 5.1 The CoA is the owner of the Central Market and is responsible for the upgrade and renewal of the building asset.
- 5.2 The CoA will provide Support Services to enable ACMA to fulfill its role and responsibilities.
- 5.3 The CoA will advise and consult with the Chairperson and/or ACMA General Manager (as appropriate) on any additional matter(s) under consideration by Council which may impact upon ACMA, the Market traders, visitors, tourists and other users of the Market District.

6. **MANAGEMENT OF THIS AGREEMENT**

- 6.1 The ACMA General Manager will manage all day-to-day operational aspects of the Market.
- 6.2 Unless mutually agreed otherwise, the ACMA General Manager will meet monthly with the CoA Contact Officer to ensure effective delivery of this Agreement.

7. FUNDING AND FINANCIAL MODEL

- 7.1 The CoA and ACMA Board will agree financial returns and KPIs which will be identified in the strategic management plans (Strategic Plan, Long Term Financial Plan and Annual Business Plans).
- 7.2 ACMA will run the Market operations within Budgets approved by Council as part of CoA Annual Business Planning process and as amended for time to time through the CoA Quarterly Budget review process.
- 7.3 ACMA will curate, develop Market lease opportunities and negotiate leases and other revenues with the objective of ensuring that the Market can fund its own operations and provide:
- 7.3.1 a reasonable and agreed rental return on the Market asset managed on behalf of the CoA;
 - 7.3.2 a reasonable and agreed financial return.
- 7.4 ACMA may generate additional revenues over and above those already provided detailed in the ACMA annual budget. The intent of this Agreement is for ACMA to have the ability to expand upon existing revenues and to generate additional funds for the betterment of the Market and meeting performance objectives.
- 7.5 ACMA financial accounts shall include all direct revenues and expenses associated with the Market operations.
- 7.6 New assets, asset renewal, upgrade and maintenance for the Central Market Building and facilities shall be funded by CoA (as the Landlord) under its normal processes and Council approved budgets. For the avoidance of doubt costs associated with the Central Market Building asset – depreciation and finance are a cost that will be borne by the CoA.
- 7.7 Asset Management expenses related to building fit out, modifications and operational expenses will be funded by ACMA (as the Tenant) as direct expenses under Council approved Budgets.
- 7.8 Support Services are provided to ACMA by CoA at no charge to ACMA, consistent with other business units within CoA. Specific external costs incurred by CoA in providing Support services will be considered a direct expense consistent with normal practices.
- 7.9 Market surpluses or amounts above required financial returns will not be retained by the ACMA.

8. SUPPORT SERVICES

The following section outlines the Support Services to be provided by CoA to ACMA and associated roles and responsibilities for each party.

8.1 Market Car Park

- 8.1.1 The Market Car Park is acknowledged as a fundamental pillar in encouraging visitation to support the economic activity at the Market. Both CoA and ACMA benefit from patronage growth at the Market.
- 8.1.2 ACMA will determine the minimum operational hours and operational requirements of the Market Car Park to support the achievement of the Charter and Council's Strategic Plan.
- 8.1.3 CoA, through UPark, will work with ACMA to determine car parking fees, products and initiatives that align with the ACMA's requirements in support of retail visitation.
- 8.1.4 Any changes to the operations, fees, products or initiatives of the Market Car Park will be undertaken in consultation with ACMA.
- 8.1.5 The CoA will provide operational management for the Market Car Park recognising the needs and requirements of the Adelaide Central Market and the operational requirements articulated by ACMA.

8.2 Human Resource Management

8.2.1 Employment

- 8.2.1.1 CoA is the principal employer, consistent with the Act, all employees are employed by CoA and undertake duties for ACMA as detailed within their terms and conditions of engagement and position description.
- 8.2.1.2 CoA will provide Support Services for all employment and industrial relations related matters.
- 8.2.1.3 Employees working at ACMA are employed under the relevant CoA Enterprise Agreement and all relevant CoA policies, procedures and guidelines.
- 8.2.1.4 All employees' conditions of employment will be covered by the Salaried Enterprise Agreement and the Municipal Employees (CoA) Award including relevant salary increases unless they are employed on a Management Contract.
- 8.2.1.5 Employees will be classified and paid the applicable salary as provided under the classification structure of the Enterprise Agreement.

8.2.2 Recruitment

- 8.2.2.1 The ACMA General Manager will be appointed by the CEO in accordance with the Charter.

- 8.2.2.2 ACMA will define its staffing requirements as part its Annual Business Plan and Budget for Council approval.
- 8.2.2.3 Approved positions can be recruited on successful completion of the CoA recruitment and authorisation processes.
- 8.2.2.4 CoA Human Resource team will manage the recruitment process in conjunction with the ACMA General Manager (or delegate). The CEO (or delegate) will approve final appointment.
- 8.2.2.5 Employment terms and conditions, including the term of employment, will be defined as part of each engagement process based on business needs and in consultation with CoA and the ACMA General Manager.
- 8.2.2.6 Temporary labour hire may be engaged directly by ACMA within Budget and in accordance with CoA Guidelines and terms and conditions.
- 8.2.2.7 ACMA will utilise (accede to) existing CoA labour hire contracts and agreements where available.
- 8.2.2.8 Induction of new staff shall be undertaken consistent with the CoA Induction guidelines with ACMA specific components undertaken by the ACMA General Manager (or delegate).
- 8.2.2.9 All CoA induction approvals and signoffs are required to be completed.
- 8.2.3 Performance Management
 - 8.2.3.1 Performance management or disciplinary matters will be administered by ACMA in accordance with relevant CoA processes.
 - 8.2.3.2 CoA will provide Support Services for implementing, training, advice and support in the CoA DPP, performance management and disciplinary processes.
- 8.2.4 Training and Development
 - 8.2.4.1 CoA will provide Support Services for the identification and sourcing of training and identify corporate training and development available to all employees.
 - 8.2.4.2 Except where funded by CoA corporate programs, training costs are considered a direct operating cost and will be funded by ACMA.
- 8.2.5 Workplace Health and Safety (WHS) and Workers Compensation
 - 8.2.5.1 ACMA will comply with all CoA WHS Policy and Procedures.

8.2.5.2 All employees will be covered for Workers Compensation through CoA's membership of the Local Government Association Workers Compensation Scheme.

8.2.5.3 CoA will provide Support Services in implementing, training, advice and support in all WHS related matters and CoA process requirements.

8.2.6 Reporting

8.2.6.1 CoA will provide relevant ACMA officers access to the online portal and reporting system.

8.2.6.2 CoA will provide ACMA with all standard corporate reports provided across the organisation. Advanced reporting and analysis can be provided on a case-by-case basis as part of Business Partnering services. If additional external expertise is required, this will be a direct cost to ACMA.

8.2.7 Business Partner

8.2.7.1 CoA will provide access to a Business Partner for ACMA to provide advice and support across all Human Resource Management related matters.

8.2.7.2 The Business Partner and ACMA General Manager will establish regular meetings and work collaboratively to ensure ACMA is able to meet its operational objectives and all requirements are met.

8.2.7.3 Where additional services are required, these will be through negotiation. Additional external costs will be a direct cost to ACMA.

8.3 Governance

8.3.1 Policy and Procedures

8.3.1.1 CoA maintains a comprehensive suite of Policies, Procedures, frameworks and guidelines as required under the Act and principles of good governance.

8.3.1.2 ACMA is required under the Act and Charter to develop specific policies consistent with CoA policies.

8.3.1.3 ACMA will develop Operating Policies and Guidelines as appropriate for the operation, maintenance and development of the Market and to reflect the responsibilities and processes required of a subsidiary of Council, in consultation with appropriate Council Program Managers.

8.3.1.4 In accordance with the Charter, to the extent that a matter arises concerning the Authority for which the Authority does not have an

adopted policy, the Authority must comply with any and all adopted policies of the Council that exist in relation to that matter, except where the Council has resolved otherwise.

8.3.1.5 CoA will consult with ACMA on CoA policy, procedures, guidelines and controls related to matters which may directly impact upon outcomes within the boundaries of the Market.

8.3.1.6 CoA will provide support services in relation to policy requirements, interpretation, development and application. CoA will provide technical and functional support from across the organisation to assist in specific policy development.

8.3.2 Systems and processes

8.3.2.1 ACMA will utilise the CoA governance systems, platforms and processes including CoA corporate ICT Application Systems where suitable.

8.3.2.2 CoA will provide access to all required Governance ICT solutions and systems including relevant licensing. Where required solutions are not provided within the corporate ICT suite, additional licensing and/or acquisition costs will be a direct cost to ACMA.

8.3.2.3 CoA will provide training, support and advice in relation to the CoA corporate systems and processes.

8.3.2.4 CoA will provide support services including corporate frameworks and systems and general advice and support including:

- (a) ICRS (meeting and agenda management tool) – access and administration
- (b) Agendas, meetings and minuting
- (c) Delegations
- (d) Risk Management (including Business Continuity Planning)
- (e) Legal Services
- (f) Insurance
- (g) Internal controls
- (h) Internal Audit
- (i) Freedom of information
- (j) Key compliance items: Legislative compliance, Benefits and allowances, Register of interest and Conflicts of interest

- (k) Complaints and reviews including ICAC, Ombudsman and Section 270.
- 8.3.2.5 ACMA will work within the CoA Governance systems, processes and guidelines wherever appropriate. Where these are not suitable, ACMA will collaborate with CoA to develop appropriate processes.
- 8.3.3 Meetings
 - 8.3.3.1 The ACMA General Manager and Chairperson will manage the meeting dates, times and agenda content.
 - 8.3.3.2 ACMA to manage and coordinate Agenda process within CoA's nominated records management system including authorisations/approvals, Agenda finalisation and distribution.
 - 8.3.3.3 ACMA to provide minute taker and coordinate drafting, authorisations, finalisation and distribution of minutes.
 - 8.3.3.4 ACMA to provided venue and consumables for meetings.
 - 8.3.3.5 ACMA to undertake Board Governance and reporting within CoA frameworks and systems.
- 8.3.4 Delegations
 - 8.3.4.1 CoA will review and manage ACMA delegations consistent with the current CoA processes and specific ACMA requirements.
 - 8.3.4.2 ACMA, with support of CoA, will develop and maintain a Delegations Policy consistent with the Charter.
 - 8.3.4.3 ACMA will provide input to delegations and provide Board approval as required.
 - 8.3.4.4 Specific delegations from CEO to the General Manager are included in the CEO's sub-delegations. All delegations required in relation to the operations of the Market will be detailed within the ACMA Delegations Guidelines.
 - 8.3.4.5 Financial delegations from Council to ACMA are to be reviewed annually as part of the annual review of delegations. Financial delegations below the ACMA General Manager are to be managed at an operational level between the ACMA General Manager and the CoA Finance Department to ensure that the relevant systems access is maintained.
- 8.3.5 Risk Management and Business Continuity
 - 8.3.5.1 CoA have an established risk management framework and associated processes and guidelines.

- 8.3.5.2 ACMA will operate within the CoA Risk Management framework.
 - 8.3.5.3 ACMA will develop a Strategic Risk Register for the Market consistent with CoA framework.
 - 8.3.5.4 The ACMA General Manager will participate in the Strategic Risk and Internal Audit Group Meetings (SRIA).
 - 8.3.5.5 CoA will provide systems, templates, training and support for undertaking Business Continuity Planning within the CoA framework.
 - 8.3.5.6 ACMA will undertake the BCP for the Market within the CoA framework and timelines.
 - 8.3.5.7 Should ACMA establish a Committee to consider risk management issue the minutes of that Committee will be provided to the CoA Audit Committee for their consideration.
- 8.3.6 Legal Services
- 8.3.6.1 CoA will provide in-house legal advice (where appropriate) and assistance in acquiring and managing external legal advice including developing legal briefs where required.
 - 8.3.6.2 CoA will maintain a Legal Services Panel Contract Arrangement with preferred suppliers at discounted rates.
 - 8.3.6.3 ACMA will have the option of utilising the Legal Services Panel Contract Arrangement at its discretion.
 - 8.3.6.4 External Legal costs will be treated as direct costs to ACMA.
- 8.3.7 Insurance
- 8.3.7.1 CoA and ACMA are member of the Local Government Association (LGA) Mutual Liability Scheme, which provides an unlimited civil liability cover through its discretionary self-insured fund. This cover includes Board Members' liability.
 - 8.3.7.2 CoA will provide in-house insurance advice as appropriate and assistance in sourcing insurance cover where appropriate.
 - 8.3.7.3 ACMA is required to ensure appropriate insurance for its assets, operations and activities.
 - 8.3.7.4 ACMA is required to undertake an annual review of all insurances before renewal.
 - 8.3.7.5 ACMA is required to notify CoA of any changes within a renewal period to ensure updated records and changes to insurance if required.

- 8.3.7.6 ACMA will liaise with CoA for insurance advice and before acquiring or renewing insurance.
- 8.3.7.7 External Insurance and related charges will be treated as direct costs to ACMA.
- 8.3.8 Compliance and Internal Controls
 - 8.3.8.1 CoA have established frameworks for reviewing legislative compliance and internal controls.
 - 8.3.8.2 ACMA will be subject to Council's Compliance and Internal Control frameworks to ensure that business is conducted in a consistent manner and risks are mitigated.
- 8.3.9 Internal Audit
 - 8.3.9.1 CoA will maintain a corporate Internal Audit Plan and will consult with ACMA in developing Audit Plans and scopes where they impact ACMA.
 - 8.3.9.2 ACMA will engage in the development of the Internal Audit plan to identify key areas of risk and benefit.
 - 8.3.9.3 ACMA will assist with Internal Audits where required including access to systems, data, staff and Market site as required.
 - 8.3.9.4 The ACMA General Manager will participate in the Strategic Risk and Internal Audit Group Meetings (SRIA).
- 8.3.10 Freedom of Information
 - 8.3.10.1 CoA will provide full management of the FOI process through the corporate FOI Officer.
 - 8.3.10.2 ACMA will provide support and meet process requirements and inputs as required.
- 8.3.11 Business Partner
 - 8.3.11.1 CoA will provide access to Business Partner for ACMA to provide analyses, investigations, advice and support across all governance related matters and support the ACMA General Manager in meeting ACMA's objectives.
 - 8.3.11.2 The Business Partner and ACMA General Manager will establish regular meetings and work collaboratively to ensure ACMA is able to meet its operational objectives and all requirements are met.
 - 8.3.11.3 Where additional services are required, these will be through negotiation.

8.3.11.4 Additional external costs will be a direct cost to ACMA.

8.4 Financial Management

8.4.1 Policies, Procedures and guidelines

8.4.1.1 Wherever possible, ACMA will adopt and adhere to CoA policies, procedures and guidelines for all financial management and accounting processes including delegations, duties, responsibilities, internal controls, planning, budgeting, reporting and processing.

8.4.2 Systems and processes

8.4.2.1 ACMA will utilise the CoA financial management systems, platforms and processes including CoA corporate ICT Application Systems where suitable.

8.4.2.2 CoA will provide access to all required financial management ICT solutions and systems including relevant licensing.

8.4.2.3 CoA will provide training, support and advice in relation to the CoA corporate systems and processes.

8.4.2.4 Where required solutions are not provided within the corporate ICT suite, additional licensing and/or acquisition costs will be a direct cost to ACMA.

8.4.3 Long Term Financial Plan (LTFP) and Annual Business Plan (ABP) and Budget

8.4.3.1 CoA and ACMA are required to develop a LTFP and ABP and budget in accordance with the Act, the Charter and associated regulations.

8.4.3.2 The ACMA General Manager will lead the ABP process with support from the CoA.

8.4.3.3 CoA will provide ACMA with an outline of the CoA ABP and budget planning timetable, requirements, relevant materials, tools and process.

8.4.3.4 CoA will provide initial budget estimates to ACMA (e.g. Salaries, revenues, expenses etc) for establishing a baseline position consistent with corporate assumptions and approaches.

8.4.3.5 CoA will provide support and inputs required to enable the ACMA General Manager to report to the Board and facilitate the financial planning, ABP and budget process.

8.4.3.6 ACMA will provide a draft ABP and budget and an updated draft LTFP forecast (approved by the Board) in the required CoA format by [Date].

- 8.4.3.7 CoA will develop an integrated draft ABP and budget for Council consideration and will work collaboratively with ACMA to finalise the draft Budget based on Council requirements.
- 8.4.3.8 ACMA will provide a final ABP, budget and an LTFFP forecast (approved by the Board) in the required CoA format by [Date].
- 8.4.3.9 CoA will develop an integrated final ABP, Budget and updated LTFFP and seek Council approval consistent with the endorsed timetable.
- 8.4.3.10 The ACMA General Manager (and/or Chairperson) may need to attend and present at various Council Meetings and workshops for the purpose of considering the ABP and budget.
- 8.4.3.11 CoA will upload adopted budget figures into the CoA management and reporting systems.
- 8.4.4 Budget Reviews
- 8.4.4.1 CoA and ACMA are required to undertake three reviews of the budget each year in accordance with the Act.
- 8.4.4.2 CoA will provide ACMA an outline of the CoA financial planning timetable, requirements, relevant materials, tools and process outline.
- 8.4.4.3 CoA will provide support and inputs required to enable the ACMA General Manager to report to the Board and facilitate the budget review process.
- 8.4.4.4 The CoA will provide ACMA with a draft revised Budget and budget amendments (approved by the Board) in the required CoA format by the required date.
- 8.4.4.5 CoA will develop an integrated draft Budget and amendments for Council consideration and will work collaboratively with ACMA to finalise the draft Budget based on Council requirements.
- 8.4.4.6 CoA will develop an integrated revised Budget and amendments and seek Council approval consistent with the endorsed timetable.
- 8.4.4.7 The ACMA General Manager (and/or Chairperson) may need to attend and present at various Council, Committee or Audit Committee Meetings and workshops for the purpose of considering proposed Budget revisions.
- 8.4.4.8 CoA will upload adopted budget figures into the CoA management and reporting systems.
- 8.4.5 Management Reporting

- 8.4.5.1 CoA will provide integrated reporting systems and standard reporting capabilities based on the ACMA standard chart of accounts.
- 8.4.5.2 CoA will provide adhoc and additional reporting requirements on the standard chart of accounts as required. Advanced reporting and analysis can be provided on a case-by-case basis as part of Business Partnering services.
- 8.4.5.3 If additional external expertise is required, this will be a direct cost to ACMA.
- 8.4.5.4 CoA will undertake processing for period (month end) reporting by the second Wednesday of the following month. This will include June but excluding end of year process requirements.
- 8.4.5.5 ACMA will ensure all items relevant to month end processing requirements are provided to CoA by the CoA's required timeframe.
- 8.4.6 Financial processing
 - 8.4.6.1 CoA will provide a Support Service to ACMA in relation to financial services.
 - 8.4.6.2 CoA will undertake financial processing services and related reporting for all financial activities processed and administered within the corporate financial platforms. This includes:
 - (a) Payroll – including master file maintenance, payroll entry, processing, payments, allowances, taxation, deductions, disbursements, reconciliations, statements of earnings, enquiries and reporting.
 - (b) Creditors management – including supplier master file maintenance, invoice processing, invoice matching and exception reporting, payments, reconciliations and enquires.
 - (c) Debtors management – including debtor master file maintenance, raising invoices, receipt of payments, reconciliations, reporting and enquiries.
 - (d) ACMA Lease debtors and payments will be processed by CoA.
 - (e) General Accounting – including all required journals, processing, reconciliations and reporting.
 - (f) All core financial processes including GST, Taxation, superannuation etc
 - 8.4.6.3 ACMA will provided CoA the required inputs and information in the required form to meet the relevant process's timelines and due dates.

8.4.7 Financial Statements

- 8.4.7.1 ACMA is required to prepare Financial Statements consistent with the Act and Australian Accounting Standards.
- 8.4.7.2 The CoA will prepare the end of year Financial Statements on behalf of ACMA.
- 8.4.7.3 CoA will provide initial reports and draft Statements to ACMA for review consistent with corporate assumptions and approaches.
- 8.4.7.4 The CoA will provide support and inputs required to enable the ACMA General Manager to report to the Board and facilitate the end of year process.
- 8.4.7.5 CoA will provide final Financial Statements for Board approval consistent with the endorsed timetable.
- 8.4.7.6 CoA will develop, in conjunction with the ACMA General Manager, the end of year variance analysis as required under the Act.
- 8.4.7.7 ACMA will provide Board approval for the final Financial Statements and end of year variance analysis consistent with the endorsed timetable.
- 8.4.7.8 The Chairperson, ACMA General Manager and CoA Audit Committee Chairperson will be required to sign the Statements and accompanying certifications.
- 8.4.7.9 CoA will develop integrated final Financial Statements and end of year variance analysis and submit both to the Audit Committee and Council to seek required approvals, authorisation and signoffs.
- 8.4.7.10 The ACMA General Manager (and/or Chairperson) may need to attend various Council Meetings or workshops in relation to the end of year Statements and outcomes.
- 8.4.7.11 CoA will publish and lodge the Financial Statements consistent with requirements under the Act.

8.4.8 Audit

- 8.4.8.1 CoA is responsible for appointing and managing external Audit services.
- 8.4.8.2 CoA will engage an external Auditor to undertake the audit of both CoA and ACMA.
- 8.4.8.3 CoA will support the external Audit through the provision of access to accounting records, staff, information, reconciliations, evidence, working documents and systems as required by the external Auditor.

- 8.4.8.4 ACMA will support the external Audit through the provision of access to staff, provision of required information and site access as required by the external Auditor.
- 8.4.8.5 Audit Fees will be paid by CoA. Any additional Audit requirements incurring additional external resources will be a direct cost to ACMA.
- 8.4.9 Banking, cash and related services
 - 8.4.9.1 ACMA will not maintain separate bank accounts for ACMA related activities.
 - 8.4.9.2 CoA will process all financial payments and receipts through the normal CoA corporate bank accounts.
 - 8.4.9.3 CoA will undertake all bank related processes including reconciliations, reporting and enquiries.
 - 8.4.9.4 ACMA petty cash will be administered consistent with the CoA procedure and guidelines.
- 8.4.10 Financial Internal Control Framework
 - 8.4.10.1 CoA utilise the Better Practice Model – Financial Internal Control for South Australia Councils to assess and manage its internal control framework for South Australian Councils.
 - 8.4.10.2 ACMA will be subject to Council’s internal controls system to ensure that business is conducted in a consistent manner and risks are mitigated.
- 8.4.11 Business Partner
 - 8.4.11.1 CoA will provide access to a Business Partner for ACMA to provide analyses, investigations, advice and support across all finance related matters and support the General Manager in meeting ACMA’s objectives.
 - 8.4.11.2 The Business Partner and General Manager will establish regular meetings and work collaboratively to ensure ACMA is able to meet its operational objectives and all requirements are met.
 - 8.4.11.3 Where additional services are required, these will be through negotiation. Additional external costs will be a direct cost to ACMA.
 - 8.4.11.4 If required, additional offline processes and systems will be the responsibility of ACMA.

8.5 Asset Management

- 8.5.1 CoA will provide a Support Service to ACMA in relation to asset management services.
- 8.5.2 CoA is the Owner of the Market premises and is the Landlord.
- 8.5.3 As the Landlord, CoA will undertake the Asset Management and Asset Management Planning for the Market premises and facilities consistent with its endorsed Asset Management Policies and strategies and in consultation with ACMA and other key stakeholders.
- 8.5.4 ACMA will identify their long-term asset requirements and provide input into the Asset Management and Asset Management Planning to ensure the Market objectives are met.
- 8.5.5 Council will approve all capital and significant project works as part of the CoA financial planning and budgeting processes.
- 8.5.6 ACMA are the occupant of the Market and for all intents and purposes, act as the Tenant.
- 8.5.7 ACMA will undertake the planning and management of the operational fit-out and refurbishment requirements in consultation with CoA.
- 8.5.8 Council will approve all refurbishment and project works as part of the CoA financial planning and budgeting processes.
- 8.5.9 CoA will implement (in consultation with ACMA) all asset related projects including all landlord obligations.
- 8.5.10 ACMA will implement (in consultation with CoA) its own projects other than those identified as Asset or Landlord (CoA) related projects. All Projects to be managed under the existing CoA Project Management framework.

8.6 Operational Requirements

- 8.6.1 Utilities and service requirements
 - 8.6.1.1 CoA will ensure the Market operational requirements are included in CoA contracts and procurements where relevant, including:
 - (a) Cleaning;
 - (b) Security;
 - (c) Waste; and
 - (d) Utilities.
 - 8.6.1.2 ACMA will ensure CoA is informed and aware of their requirements or any proposed changes to requirements.

- 8.6.1.3 ACMA will utilise (accede to) the CoA contracts for all operational requirements where suitable. Where not suitable, ACMA are to liaise with CoA to identify if ACMA requirements can be incorporated in current or future procurement and contracts.
- 8.6.1.4 ACMA will manage day to day operational requirements with the Contractor direct unless specified otherwise.
- 8.6.1.5 All costs associated with operational requirements are a direct cost to ACMA.
- 8.6.2 Building and fire safety
 - 8.6.2.1 The CoA is responsible for ensuring the Market Building meets legislative requirements and standards in relation to building and fire safety.
 - 8.6.2.2 The CoA will undertake relevant assessments and ensure works are included in the relevant Asset Management planning and financial planning processes.
 - 8.6.2.3 ACMA will comply with building and fire safety requirements as identified by CoA.
 - 8.6.2.4 ACMA will operate all building and fire safety activities within the CoA framework.
- 8.6.3 Emergency Management
 - 8.6.3.1 ACMA is responsible for the Emergency Management activities of the Market within the CoA framework.
 - 8.6.3.2 CoA will provide support services including corporate frameworks and systems and training, general advice and support.

8.7 Development and related issues

- 8.7.1 Development approvals (planning, building and heritage)
 - 8.7.1.1 CoA (as the landlord) will ensure all Landlord related activities are undertaken in relation to the Market Building and facilities consistent with relevant legislation, approvals, standards and plans.
 - 8.7.1.2 ACMA (as tenant) will ensure all internal fit out or tenant related activities are undertaken consistent with relevant legislation, approvals, plans and CoA requirements.
 - 8.7.1.3 ACMA will ensure all activities within the Market meet all current approvals, consents and conditions.

- 8.7.1.4 ACMA and CoA will work collaboratively on proposed development or heritage approvals.
- 8.7.1.5 Development and Heritage applications will be lodged and undertaken within the current CoA frameworks and processes.
- 8.7.1.6 CoA will provide property related support services to assist AMCA in preparing and development approvals and interpreting and complying with existing approvals.
- 8.7.2 ACMA will not permit or consent to any "development" being undertaken on/at the Central Market including alterations to any stalls without the necessary Development Approvals from Council being obtained by the tenant prior to any development commencing.
- 8.7.3 Community Land Management Plan (CLMP)
 - 8.7.3.1 CoA is responsible for the formation, updating and on-going management of the CLMP under the Act.
 - 8.7.3.2 CoA will ensure ACMA and other key stakeholders are engaged in developing and reviewing the CLMP.
 - 8.7.3.3 ACMA will ensure the Market and premisses are managed and operate in accordance with the CLMP as amended from time to time.
 - 8.7.3.4 ACMA will advise CoA of any proposed changes to the Market that may necessitate changes to the CLMP.
 - 8.7.3.5 CoA will work with ACMA on any proposed changes and they will be considered in good faith and approval will not be withheld without due reason.
- 8.7.4 Permits
 - 8.7.4.1 ACMA is responsible for approval and management of all permits within the Market.
 - 8.7.4.2 CoA will provide support and advice on specific issues where requested.
 - 8.7.4.3 All related insurance requirements are to be undertaken in accordance with this agreement (see section 'Governance').
 - 8.7.4.4 ACMA is responsible for all compliance related issues for permits within the Market area.

8.8 Property and Leases

- 8.8.1 ACMA will undertake the customer curation, relationship management, marketing and business development functions to generate new lease opportunities.
- 8.8.2 ACMA will engage and work with CoA Property team as required.
- 8.8.3 ACMA will manage the leases and provide monthly reporting and issue-based reporting and escalation to the ACMA Board where required.
- 8.8.4 ACMA will undertake customer relationship management, follow-up and direct engagement with all prospective leases and current lease holders.
- 8.8.5 CoA will provide property support services consistent with other functions within CoA.

8.9 Information Communication and Technology (ICT)

- 8.9.1 ACMA will work within the CoA ICT systems, processes and guidelines wherever appropriate. Where these are not suitable, ACMA will collaborate with CoA to develop appropriate processes.
- 8.9.2 CoA will provide an ICT Support Service including access to all corporate ICT services: Hardware, Software, licensing, support, advice and training.
 - 8.9.2.1 CoA will provide Information and communications technologies (ICT) requirements for ACMA including access and use of corporate network, infrastructure, software applications and licensing consistent with CoA corporate policies and licensing arrangements.
 - 8.9.2.2 CoA will procure all Hardware and Software on behalf of ACMA consistent with CoA procedures. Where CoA does not directly supply or procure Hardware and Software, ACMA will utilise CoA supply arrangements and contracts wherever possible. Where no supply arrangement exists ACMA will seek CoA advice on the preferred procurement approach.
 - 8.9.2.3 Support for equipment and software outside the corporate policies and licensing arrangements will be a direct cost to ACMA.
- 8.9.3 CoA will provide support services including corporate frameworks and systems, procedures, guidelines and general advice and support.
 - 8.9.3.1 CoA will provide full ICT Helpdesk services to ACMA consistent with CoA processes and guidelines.
 - 8.9.3.2 ACMA will work within the Helpdesk processes and guidelines and utilise designated systems and escalation processes.

- 8.9.3.3 CoA will provide expert advice and support in relation to new and emerging opportunities.
- 8.9.3.4 ACMA will participate in the Business Services Committee and provide input to CoA strategy and priorities.
- 8.9.3.5 Where ACMA identify opportunities and new requirements, they should be identified with CoA and progressed through the Business Services Committee for consideration.
- 8.9.3.6 The Business Services Committee will provide strategic oversight and advice to CoA and Council on feasibility, benefits, priorities and funding.
- 8.9.4 Business Partner
 - 8.9.4.1 CoA will provide access to a Business Partner for ACMA to provide analyses, investigations, advice and support across all ICT related matters and support the ACMA General Manager in meeting ACMA's objectives.
 - 8.9.4.2 The Business Partner and ACMA General Manager will establish regular meetings and work collaboratively to ensure ACMA is able to meet its operational objectives and all requirements are met.
 - 8.9.4.3 Where additional services are required, these will be through negotiation. Additional external costs will be a direct cost to ACMA.

8.10 Procurement

- 8.10.1 CoA will provide support services including corporate frameworks and systems, procedures, guidelines and general advice and support.
- 8.10.2 ACMA will operate within the CoA procurement framework, policies, procedures and guidelines for all procurement activities.
- 8.10.3 CoA will provide support in relation to probity and risk management in for specific projects and procurements.
- 8.10.4 CoA will incorporate ACMA requirements into supply arrangements, panel contracts and service contracts where appropriate.
- 8.10.5 ACMA will provide relevant requirements to CoA for formation and work collaboratively with CoA in developing supply arrangements, panel contracts and service contracts.
- 8.10.6 ACMA will utilise (accede to) CoA supply arrangements, panel contracts and service contracts wherever possible.
- 8.10.7 Business Partner

- 8.10.7.1 CoA will provide access to a Business Partner for ACMA to provide analyses, investigations, advice and support across all procurement related matters and support the ACMA General Manager in meeting ACMA's objectives.
- 8.10.7.2 The Business Partner and ACMA General Manager will establish regular meetings and work collaboratively to ensure ACMA is able to meet its operational objectives and all requirements are met.
- 8.10.7.3 Where additional services are required, these will be through negotiation. Additional external costs will be a direct cost to ACMA.

8.11 Marketing, media and public relations

- 8.11.1 ACMA is responsible for the curation, marketing and business development of the Market.
- 8.11.2 ACMA undertakes its own marketing, media and public relations as a key function of ACMA in meeting its objectives.
- 8.11.3 CoA will provide support services at the request of ACMA. CoA support services will include access to frameworks, systems, processes, market intelligence, insights, analytics and guidelines and general advice and support.
- 8.11.4 Support Services will be provided at no cost to ACMA. All other Marketing, Media and Public relations will be treated as direct costs to ACMA.
- 8.11.5 Employees of Council and ACMA other than the ACMA General Manager and the ACMA Media and Communications Manager are not permitted to make contact with or provide information to any media outlet (on behalf of Council or ACMA) unless authorised by the Chief Executive Officer, ACMA Chairperson or ACMA General Manager.
- 8.11.6 Business Partnering
 - 8.11.6.1 CoA will provide access to a Business Partner for ACMA to provide general advice and support as required to support the ACMA General Manager in meeting ACMA's objectives.
 - 8.11.6.2 The Business Partner and ACMA General Manager will establish regular meetings and work collaboratively to ensure:
 - (a) both parties are fully informed of all activities
 - (b) identification of possible areas of cross over, duplication or misalignment
 - (c) matters of interest can be communicated to all parties in advance

- (d) reputational and high-risk media, communications and activities are managed across the organisation(s)
- (e) identify areas where CoA can provide support and assist with the appropriate management of the issue.

8.12 Records Management

- 8.12.1 CoA to provide support services including corporate frameworks and systems, training, general advice and support.
- 8.12.2 CoA will provide access to all required corporate records management ICT solutions and systems including relevant licensing.
- 8.12.3 ACMA will utilise the CoA records management systems and frameworks and comply with all CoA procedures, guidelines and requirements.

9. COUNCIL SERVICES

- 9.1 CoA will undertake its obligations in relation to and as documented in the Head Lease between CoA and ACMA.
- 9.2 Services and advice provided by CoA, consistent with established processes, will include but are not limited to:
 - 9.2.1 Public realm maintenance consistent with CoA's normal processes.
 - 9.2.2 Services offered by Community Safety Officers (CSOs) – Monitoring of the precinct for safety; ensuring appropriate permits are obtained external to the market area; take action where necessary and within levels of authority to resolve issues.
 - 9.2.3 Liquor licensing services – specific advice in relation to Liquor Licensing to licensees within the Market and approvals of limited licence applications (temporary events) with ACMA consent as landlord.
 - 9.2.4 Environmental health services such as food inspections and follow up – Routine and unannounced food inspections and follow-up when necessary, and the ongoing investigation of health-related complaints as they arise.
 - 9.2.5 Building and planning assessment and compliance including heritage matters.
 - 9.2.6 On-street parking controls including administration of the Market Parking Permits and policing of the related Permit Parking Zones located on Gouger and Grote Streets adjacent to the Market.
 - 9.2.7 Traffic management including Road closures and traffic light sequencing.

10. **REPORTING, DELIVERABLES AND PERFORMANCE**

- 10.1 Key performance indicators will be addressed under the ACMA reporting requirements as outlined in the Charter.
- 10.2 Consistent with the Act, Charter and in addition to the Financial Management requirements of this agreement:
- 10.2.1 ACMA will provide three reports detailing performance against its Strategic Objectives, ABP and KPIs. These reports will align with the Budget Review Periods and will be presented with the Budget Review reporting to Council.
 - 10.2.2 ACMA will provide an end of year report, based on the end of financial year result, on the performance of the Authority against its Strategic Objectives, ABP, KPIs, alignment to Council's Strategic Plan and other information relevant to the Strategic and Performance outcomes of the Authority.
 - 10.2.3 Any other information or reports required by the Council in a timeframe determined by the Council.
- 10.3 The ACMA Chairperson and CoA CEO will agree a schedule for the ACMA Chairperson to brief the Elected Members as required.

EXECUTED as an Agreement**The Corporation of the City of Adelaide**

Chief Executive Officer Date

Director Date

Adelaide Central Market Authority

Chairperson Date

ACMA General Manager Date

Procurement Policy

ITEM 5.13 01/06/2021
The Committee

Strategic Alignment - Enabling Priorities

Program Contact:
Grace Pelle, Manager, Finance &
Procurement 8203 7343

20202/00313
Public

Approving Officer:
Amanda McIlroy, Chief Operating
Officer, Corporate Services

EXECUTIVE SUMMARY

This report recommends the adoption of a new Procurement Policy (the Policy) developed in response to item 5.7 of the City of Adelaide Strategic Plan 2020-2024. The Policy aims to increase the value achieved from Council spend beyond the dollars to improve outcomes in the following areas: Aboriginal, social, environmental, local and cultural. The policy also ensures that Council remains compliant with its obligations under the *Local Government Act 1999 (SA) (the Act)*, particularly the obligation to achieve the principles set out in section 49(a1) of *the Act*, which includes obtaining value for money in the expenditure of public money.

The report also recommends that targets be implemented to drive Aboriginal, social, environmental, local and cultural outcomes. The use of targets as described in the draft policy will be detailed in and implemented through an updated Sourcing and Contract Management Operating Guideline. The existing guidelines will be updated for targets and other policy alignments after the policy is approved. Furthermore, a Social Procurement Action Plan is proposed to ensure activities are undertaken by all stakeholders to continue to drive Council's social procurement intent.

The Policy recommended for adoption also addresses three outstanding resolutions of Council relating to: Social Benefit Criteria for Procurement and City Small Business Micro Tender Opportunities.

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The following recommendation will be presented to Council on 8 June 2021 for consideration

That Council

1. Adopts the new Procurement Policy as at Attachment A to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
 2. Adopts the Social Procurement Action Plan 2021-22 that identifies key deliverables and actions including targets as at Attachment B to Item # on the Agenda for the meeting of the Council held on 8 June 2021.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2020-2024 Strategic Plan	Strategic Alignment – Enabling Priorities Accepting the recommendation achieves Council’s Strategic Plan 2020-2024 Enabling Priority action 5.7 “Implement Sustainable (financial, environmental, social, cultural) Procurement Policy”.
Policy	Procurement Policy Sourcing and Contract Management Operating Guideline
Consultation	Consultation has been undertaken internally and with Council members, other local government areas, including metropolitan Adelaide councils and other Australian Capital Cities, The Office of the Industry Advocate and Social procurement organisations ‘Social Traders’ and ‘Supply Nation’. This consultation complies with the Council’s Public Communication and Consultation Policy.
Resource	Not as a result of this report
Risk / Legal / Legislative	Section 49 of the <i>Local Government Act 1999 (SA)</i> outlines the principles that Council will apply to procurement.
Opportunities	<ul style="list-style-type: none"> - Supports the achievement of the Strong Economies and Dynamic City Culture community outcomes in the Strategic Plan 2020-2024, including: - Be a test bed for innovation in diverse industries (SE) - Aboriginal and Torres Strait Islander peoples and cultures strongly represented in City life (DCC) - Supports the achievement of the Enabling Priorities Action 5.3 – “Build on effective advocacy and partnerships locally, nationally and globally - Social procurement and outcomes - Flexible and responsive policy
20/21 Budget Allocation	Not as a result of this report
Proposed 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	3 years. Policy will be next reviewed in 2024.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. The new Procurement Policy (the Policy) aims to deliver on Action 5.7 of the City of Adelaide Strategic Plan 2020-24 and is framed to comply with *the Local Government Act 1999 (SA)* (the Act) and to achieve the principles set out in section 49(a1) of *the Act*, which includes obtaining value for money in the expenditure of public money.
2. The Policy also delivers on Action 5.7 states “Implement Sustainable (financial, environmental, social, cultural) Procurement Policy” of Council’s 2020-2024 Strategic Plan.
3. Developed as a city-developing policy, the value delivered can be a financial return on investment, but it can just as much be about improving the quality of life in our city, supporting local businesses, being a good corporate citizen or attracting new residents. There are multiple ways to define value beyond the dollars and procurement can influence each one. Council’s procurement is one of the financial levers we have to help support our local economy and City recovery from the impact of COVID-19.
4. The Policy positions City of Adelaide as the leading local government area in South Australia for social procurement, providing leadership to other local government areas and to peak bodies such as the Local Government Association.
5. Adoption of the Policy will lead to the achievement of Council and community shared goals and greater empowerment and improved employment outcomes for minorities and the disadvantaged, and see Council supporting a greater range of city businesses.
6. The draft policy also aligns with recent resolutions of Council, along with our Reconciliation Stretch Action Plan and our Cultural Strategy.

The draft policy also responds to the following resolutions of Council:

30 April 2019 – Social Benefit Criteria for Procurement

That Council:

- *supports the inclusion of social benefit (including providing employment and other opportunities for people living with disability and/or social disadvantage) as criteria within its procurement policies and guidelines;*
- *requests that administration report back to Council on progress in this area by October 2019.*

30 April 2019 - City Small Business Micro Tender Opportunities

That Council reviews its procurement policy and identifies outcomes that can create micro Tender Opportunities for Small Businesses that are located in the City of Adelaide.

7. The Policy has been developed with input from a range of stakeholders including:
 - 7.1. Council members
 - 7.2. Other local government areas, including metropolitan Adelaide councils and other Australian Capital Cities
 - 7.3. The Office of the Industry Advocate
 - 7.4. Social procurement organisations ‘Social Traders’ and ‘Supply Nation’.
8. Key changes to the Policy include:
 - 8.1. General Improvements
 - 8.2. An increased focus on the use of local goods and services, and Aboriginal, social, environmental and cultural outcomes.
 - 8.3. Less prescriptive in the application of the formula of the State Government’s Industry Participation Policy. The procurement policy will allow for the weighting to be varied for each procurement.
 - 8.4. Change in open market approach threshold from \$100,000 to \$150,000.
9. Addressing of Resolution – Social Benefit Criteria for Procurement.
 - 9.1 The Policy includes Procurement General Principles stating “Planning for Procurements is to include consideration of how the Goods and Services can contribute to the outcomes outlined in the CoA’s strategic plan through the following means, where practical:
 - 9.1.1 Use of local goods and services
 - 9.1.2 Social enterprise engagement

9.1.3 Environmental

9.1.4 Cultural

9.1.5 Aboriginal and Torres Strait Islander Support”

9.2 The evaluation weighting for each of the five means can be varied, allowing for the maximising of the impact of any one means.

9.3 The policy sets out a definition of the social enterprises and includes the following:

“In essence, social procurement is where the organisation procures the product or service with the potential added value created through jobs and opportunities for people who may have struggled to find work, reinvigoration of depressed or marginalised communities as well as driving better business outcomes through improved staff engagement and positive brand messaging.”

10. Council input to the new procurement policy was sought at the Committee workshop on 16 June 2020. Elected members asked about setting targets for the five social procurement goals. Procurement has extensively researched targets in procurement and their effect on goals more generally, drawing on both South Australian and interstate experiences.
11. The research overwhelmingly points to the importance of targets in driving behaviour change and achieving social procurement targets. Key points from the research include:
- 11.1. Targets drive behaviours – if we are going to make progress in social procurement, we need to set targets. This was a consistent message throughout the research
 - 11.2. Targets should be set based on the size of market and spend
 - 11.3. Any metrics that are set should align with what is achievable
 - 11.4. We need to understand the market and its capacity. What is the capacity of social enterprises compared to Council need? Targets have a place but only when the market is understood
 - 11.5. Targets are more likely to be achieved when set over a multi-year period
 - 11.6. Targets are best set as a dollar figure rather than a percentage of spend or a quantity of contracts
 - 11.7. An alternative option is to set objectives for some things rather than targets
 - 11.8. Measure what would give us the most certainty
 - 11.9. Set a spend target that is achievable, and this will stimulate the market
 - 11.10. If we have a target, it may warrant to spend more to achieve the target, however that will be accessed on a case by case basis.
12. Based on this research, Procurement has amended the draft policy to include the following wording:
- “To ensure that the procurement of the Goods and Services contribute to the outcomes outlined in the CoA’s Strategic Plan 2020-2024 through the means outlined above, specific targets and action plans will be set for each of the five means. Targets will reflect what can realistically be achieved and will be based on the size of the supply market available to Council for each means in the 5000 and 5006 postcode areas and South Australia more broadly.”
13. As part of implementing the policy and driving social procurement change, the Procurement team has developed the attached Social Procurement Action Plan, setting out deliverables, actions and targets that will be taken to build the capacity for social procurement. The Action Plan will work in conjunction with existing Council action plans that are designed to influence the same areas as social procurement. These include the Stretch RAP, Action and Inclusion Action Plan, Sustainability Action Plan, Public Art Action Plan and Live Music Action Plan. This initial Social Procurement Action Plan is intended to launch social procurement within Council and to start it on an upward trajectory, hence its duration is only for two years. This will establish a baseline after which will enable future Action Plans to be produced that will include specific targets.

The adoption of the action plan should see the following benefits:

- 13.1. Improved outcomes for CoA’s existing action plans.
- 13.2. More vibrant and sustainable local businesses.
- 13.3. CoA’s social procurement goals begin to be understood in the community.
- 13.4. Improved visibility of CoA’s social procurement goals internally and externally, with CoA known as a social procurement leader, drawing social enterprises to it.

- 13.5. Improved visibility and advocacy for social procurement through staff buy-in.
- 13.6. Continuous improvement in seeking social procurement outcomes through approaches to market.
- 13.7. Council staff actively pursue social procurement opportunities as part of their ongoing buying activities for Council.
- 13.8. CoA's social procurement goals are communicated to the wider supplier market; CoA spending with social enterprises is able to begin earlier through indirect spend while the direct supplier market develops.
- 13.9. The social procurement market place increases its visibility to the wider buyer community in Adelaide, outside of Council.
- 13.10. The social procurement market place increases its ability to supply the products and services required by CoA, allowing CoA to further increase its social procurement spend.
- 13.11. The social procurement market place becomes more sustainable and increases its capacity.
14. Addressing of resolution - *City Small Business Micro Tender Opportunities [2018/04233] [C]*
- 14.1 The policy addresses local procurement through the Procurement General Principles "Use of local goods and services" section. This states that procurements are to be undertaken with a view to supporting local businesses, with those based or with significant operations in the Adelaide city (postcodes 5000 and 5006) considered ahead of broader South Australian and interstate-based businesses.
- 14.2 The policy is supported by the Sourcing and Contract Management Operating Guideline which sets out thresholds above which a greater level of rigour is required in the procurement process. This guideline states the below for procurements below \$10,000:

Procurement Method	Risk Tier	Value Threshold (Ex GST)	Summary
Informal Quote	3, 4 or 5	Less than \$10,000.00	<ul style="list-style-type: none"> For low risk, low spend purchases to allow for an expedient process. 3 Quotes are recommended to ensure value for money is achieved. No support from the Procurement & Contract Management Team required, unless requested.

- 14.3 Procurement's view is that the Sourcing and Contract Management Operating Guideline provides for an agile and rapid procurement process for the level or spend that may be contemplated by a micro-tender.
- 14.4 Procurement has investigated options for a micro-tendering system, including the availability of a system and the implications of installing such a system. Procurement has found that while systems exist, the installation and ongoing maintenance of such a system would create a burden on the Procurement and Information Management (IM) teams that would negate any benefit gained by the system. Specifically, such a system would require ongoing IM support, ongoing licencing costs and promotion, education and ongoing support to users in the small business community. The requestor of the quote would then also need to potentially deal with the time impact from the evaluation of multiple micro tender submissions and the potential enquiries and complaints from unsuccessful tenderers.
- 14.5 On balance, it is the view of Procurement that while the implementation of a micro tender system might provide a short term boost in visibility of Council's support for local businesses, Council officers seeking quotes already have the flexibility to directly seek quotes for opportunities that may be classed as micro tenders and the addition of a system to promote these opportunities will not add value to Council spend.

ATTACHMENTS

Attachment A – Procurement Policy

Attachment B – Draft Social Procurement Action Plan Nov 2020

- END OF REPORT -

PROCUREMENT POLICY

Date and by whom this document was adopted

legislative / non-legislative

BACKGROUND

The City of Adelaide (CoA) spends significant funds on procuring a wide variety of Goods and Services to assist in meeting the outcomes of its strategic plan, to supplement and broaden the range of its own service delivery to the community and to support all of the functions of the organisation.

It is therefore important that the CoA obtains quality Goods and Services, ensures it is receiving value for money, appropriately manages exposure to any risks, ensures a high level of customer service and maintains transparency and fair dealings with the marketplace.

This policy is supported by three operating guidelines, that are:

- Procure to Pay Guidelines
- Procurement and Contract Management Operating Guideline
- Procurement Approval Guidelines.

PURPOSE

Primary Procurement Principles

The purpose of this policy is to achieve the principles set out in section 49(a1) of the *Local Government Act 1999 (SA)*, being to develop and maintain procurement policies, practices and procedures that are directed towards:

- obtaining value for money in the expenditure of public money
- providing for ethical and fair treatment of Tenderers
- ensuring probity, accountability and transparency in procurement operations.

This policy enables the CoA to:

- meet legislative requirements and compliance with the *Local Government Act 1999 (SA)*
- deliver best value outcomes
- ensure ethical conduct, accountability and transparency
- manage risk management factors and ensure continuity of supply
- deliver its strategic objectives.

General Procurement Principles

The purpose of this policy is also to align to CoA's strategic, corporate and financial objectives.

Scope

This policy covers all expenditure-related Procurement activities for the provision of goods, works and services to the CoA. This policy applies to anyone who undertakes or is involved in Procurement activities on behalf of the CoA including the CoA's subsidiaries (AEDA, ACMA, and APLA), Council Members and all Suppliers. Compliance with this policy is mandatory unless expressly indicated otherwise.

Out of Scope

This policy does not cover expenditure or revenue related to asset disposals, real property acquisitions and other non-Procurement expenditure including, but not limited to:

- corporate sponsorships
- CoA sponsorships
- grants
- incentive schemes
- funding arrangements
- donations
- employments contracts.

Please refer to Acquisition & Disposal of Land & Infrastructure Assets Policy and associated Guidelines for more information on asset disposals, real property acquisition and disposals.

**PROCUREMENT
PRIMARY
PRINCIPLES**

Obtaining value in the expenditure of public money

The CoA will undertake efficient and effective Procurement and Contract Management activities to ensure that value for money is obtained and public money is wisely spent.

The CoA will have regard to the following measures in obtaining value for money in conjunction with providing for ethical and fair treatment of Tenderers:

Value for Money	<p>The CoA will strive to obtain the best value for money through:</p> <ul style="list-style-type: none"> • consideration of both financial (whole of life costs) and non-financial factors (including risks) associated with the purchase of Goods and Services in a timely and efficient manner, commensurate with the nature of the purchase • monitoring the performance of Suppliers, with the aim of developing open and effective relationships to ensure the delivery of high quality Goods and Services that are fit for purpose and aligned with the CoA’s strategic objectives and values • implementing strategies to avoid unnecessary or repetitive consumption and generation of waste • consideration of alternatives to ownership such as service-based models which may offer long term strategic value. <p>The lowest cost may not be the only factor in achieving value for money.</p> <p>Value-for-money will include measures of broader benefit to Adelaide city, such as employment, investment and economic development.</p>
Procurement Methods	<p>The CoA will consider the utilisation of various Procurement methods including, but not limited to:</p> <ul style="list-style-type: none"> • competitive quoting and tendering

	<ul style="list-style-type: none"> • negotiating with Tenderers, • CoA managed panels • accessing external panels and Purchasing Cooperatives. <p>The use of Purchasing Cooperatives will be in accordance with the <i>Competition and Consumer Act 2010</i> (Cth) and with the principle of fair trade and competition.</p>
Risk Management	<p>The CoA will ensure that appropriate practices and procedures of internal control and risk management are in place for its Procurement activities including risk identification, assessment and implementation of controls. Key strategic Procurement risk categories may be considered are:</p> <ul style="list-style-type: none"> • financial risk • operational risk • work, health and safety risk • legal risk • reputational risk • supply chain risk • environmental and climate risk. <p>Procurement risk assessments will influence the approach to market, with higher risk acquisitions requiring more formal Procurement planning methodologies and higher levels of management oversight.</p> <p>Procurement risk assessments will concentrate on identifying whether the potential Supplier has both capacity and capability to meet the CoA's needs and any other factors that might result in Goods and Services not being provided when required.</p>
Financial risk	<p>To protect the CoA from financial risk, the Procure to Pay Guidelines will be followed by all Council Officers. These controls include the requirement that a purchase may not be split into smaller amounts for the purpose of circumventing the monetary threshold of this policy and the Operating Guidelines. Measures that intentionally seek to avoid thresholds being reached such as invoice splitting, placing multiple orders or seeking multiple quotes with the same Supplier, are in breach of this policy and Operating Guidelines.</p>
Contract Management	<p>It is important that Council Officers responsible for the delivery of Goods and Services by a Supplier manage delivery in reference to the contract. Contract Management will enable the CoA to manage the contract and the Supplier relationship to give value for money and improve performance expectations. The main areas required in Contract Management include:</p> <ul style="list-style-type: none"> • managing delivery (formal governance) • managing the relationship of Suppliers and stakeholders • contract administration

	<ul style="list-style-type: none"> • procure to pay • continuous improvements • change management. <p>The CoA will determine the requirement for, and frequency of, these activities by reference to the scale, risks, complexity, duration of the contract and importance of the deliverables.</p>
Supplier relationships	The CoA is committed to developing strategic partnerships with its long term and/or key Suppliers. In the context of Contract Management this involves working collaboratively and sharing information with Suppliers to enable them to deliver innovative solutions and continuously improve their services for the mutual benefit of the Supplier and the CoA.
Work Health & Safety	The CoA is committed to protecting human health, safety and welfare in the workplace. CoA will ensure that its Procurement activities protect the health, safety and welfare of Members, Council Officers, volunteers, customers, Suppliers, third parties and our community.

Providing for ethical and fair treatment of Tenderers

The CoA will provide open and fair access to its Procurement activities and maintain ethical treatment of participants through consistent processes.

Ethical and fair treatment	<p>The CoA will provide ethical and fair treatment through:</p> <ul style="list-style-type: none"> • ensuring reasonable access for all suitable and competitive Suppliers • providing adequate, identical and timely information to all participants • undertaking duties in an ethical, impartial and responsible manner whilst exercising sound judgement • buying without favouritism or prejudice.
Ethical and fair measures	<p>The CoA will have regard to the following measures in providing ethical and fair treatment of Tenderers:</p> <ul style="list-style-type: none"> • ensuring Council Officers disclose any conflict of interest and disregard any personal interest when undertaking a Procurement activity • presenting clear and easy to understand evaluation criteria and methodology • conducting transparent and consistent evaluation processes in line with CoA’s Operating Guidelines

	<ul style="list-style-type: none"> providing feedback to Tenderers on decisions and access to a timely and effective complaints process.
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Ensuring probity, accountability and transparency in Procurement activities

The CoA will ensure:

- probity is maintained through upholding integrity, honesty, and confidentiality
- accountability and transparency are maintained through appropriate delegations and reporting, and adequate management and provision of information for Procurement activities.

Probity, accountability and transparency	<p>The CoA will ensure probity, accountability and transparency through:</p> <ul style="list-style-type: none"> conduct in line with Council Members and CoA Code of Conduct for Employees provisions created pursuant to the <i>City of Adelaide Act 1998 (SA)</i> and the <i>Local Government Act 1999 (SA)</i> conduct in line with CoA's Gifts and Benefits Operating Guideline i.e. Council Officers will decline gifts, favours, gratuities or any other benefits from Tenderers or Suppliers which may, or could be deemed to influence equity or impartiality awareness of the requirements contained within the <i>Freedom of Information Act 1991 (SA)</i> and the <i>Independent Commissioner Against Corruption Act 2012 (SA)</i> ensuring that roles, responsibilities and delegations are clearly established and that there is adequate training and knowledge sharing for Council Members and Council Officers.
Reporting & Delegations	<p>The CoA will have regard to the following measures in ensuring probity, accountability and transparency:</p> <p><u>Reporting</u></p> <ul style="list-style-type: none"> Council Members will be provided with a quarterly forward procurement plan for consideration, detailing tenders and subsequent contracts that have an estimated value of over \$4,000,000 (ex GST) or that are of high risk and will require Council Member approval. <p><u>Approval to Award Contract by Council Members</u></p> <ul style="list-style-type: none"> Council Members will be requested to approve the award of all contracts that exceed \$4,000,000 (ex GST). In accordance with sections 90 and 91 of the <i>Local Government Act 1999 (SA)</i>, all tender and contract award reports will be submitted to Council Members in confidence because they contain commercially sensitive information and to allow for effective negotiation up to contract execution. Generally, a contract award report will be submitted once contractual negotiations with the

	<p>preferred Tenderer have taken place. However, there may be occasions of expediency that require a contract award report to be submitted to Council Members prior to completion of negotiations. In that instance, approval of the preferred Tenderer may be delegated to the Chief Executive Officer (CEO) or their delegate</p> <ul style="list-style-type: none"> • A forward procurement plan for procurement activity over \$150,000 (ex GST) will be published on the CoA website. <p>Delegations & Approvals</p> <ul style="list-style-type: none"> • The Council Members may delegate the approval for the expenditure of money for Goods and Services as per section 44 of the <i>Local Government Act 1999</i> (SA) • The CEO has delegated authority to award contracts and approve expenditure within a Council Member’s approved budget up to and including \$4,000,000 (ex GST). A summary of the Procurement delegations can be found in the Procurement Approval Guidelines • Council Officers will not incur expenditure unless the funds are allocated within a budget approved by Council Members and/or it is reasonably assumed that the expenditure amount will be included in a future budget • The CEO has delegated authority to award contracts that exceed \$4,000,000 (ex GST) pursuant to Purchasing Cooperative arrangement, provided that the contract is within the Council Member’s approved budget.
Confidentiality	The CoA undertakes to take all reasonable steps to preserve the confidentiality of the information it obtains from a Tenderer or Supplier.

PROCUREMENT GENERAL PRINCIPLES

Planning for Procurements is to include consideration of how the Goods and Services can contribute to the outcomes outlined in the CoA’s strategic plan through the following means, where practical:

Use of local goods and services	<p>Procurements are to be undertaken with a view to supporting local businesses. In the order of consideration, these are those based or with significant operations in:</p> <ul style="list-style-type: none"> • the Adelaide city (physical address of operation, located in postcode 5000 and 5006) • South Australia • Australia. <p>The support to be provided, which will endeavour to comply with the principles of the State Government’s South Australian Industry Participation Policy, is to include:</p> <ul style="list-style-type: none"> • ensuring local Suppliers have the opportunity to provide tenders in each Procurement
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	<ul style="list-style-type: none"> • maximising the total hours of work allocated to locally based workers • maximising the value of materials sourced from and/or manufactured by local businesses • creating new employment and work training opportunities in the local area • encouraging new capital investment in the local area.
Social Enterprise Engagement	<p>Using the power of the marketplace to solve the most pressing societal problems, social enterprises are commercially viable businesses existing to benefit the public and the community, rather than shareholders and owners.</p> <p>An organisation is considered to be a social enterprise where:</p> <ul style="list-style-type: none"> • the enterprise has a defined primary social purpose, environmental or other public benefit • the enterprise derives a substantial portion of its income from trade • the enterprise reinvests 50% or more of annual profits towards achieving the social purpose. <p>In essence, social procurement is where the organisation procures the product or service with the potential added value created through jobs and opportunities for people who may have struggled to find work, reinvigoration of depressed or marginalised communities as well as driving better business outcomes through improved staff engagement and positive brand messaging. Procurements are to be undertaken with a view to supporting social enterprises to meet the needs of the community.</p>
Environmental	<p>Maintain a commitment to long-term ecological environmental sustainability through procurement and contracting activities (for Tier 1 and Tier 2 and or higher risk procurement activities) that:</p> <ul style="list-style-type: none"> • reduce the use of natural resources water and energy, • minimise generation of waste in manufacturing and distribution, use and disposal • minimise environmental impacts to air, land, water. • minimise environmental greenhouse gas emissions. <p>The following actions will be implemented (where practical) to achieve the above outcomes:</p> <ul style="list-style-type: none"> • prioritising products that support a circular economy (i.e. reuse, sharing, repair, refurbishment, remanufacturing, service based, and extended producer responsibility) and can be composted or recycled

	<ul style="list-style-type: none"> considering climate change impacts to assets and services when making decisions on longer term contracts requesting sufficient information from Suppliers such as certification and labelling to enable evaluation of issues relative to environmental impacts, particularly waste, greenhouse gas emissions and climate change impacts.
Cultural	<p>Cultural procurement means providing opportunities for artists, makers and creatives in the arts and creative industries.</p> <p>For purposes of this Policy, where a supply involves a creative aspect, CoA will utilise the procurement, where practical, to engage with South Australian makers and creatives in the arts, and creative industries who will deliver programs and activities in the CoA local government area. These programs and activities will be for the City community and contribute to the cultural life and vitality of the City. Examples of makers and creatives include artists, illustrators, photographers, designers, authors, musicians, performers, jewellers and production teams.</p> <p>By doing so CoA will showcase and support artists, makers and creatives to build their enterprises, and support the “Cultural Lens” goals in the CoA Cultural Strategy.</p>
Aboriginal and Torres Strait Islander Support	<p>The CoA is committed to supporting Aboriginal and Torres Strait Islander businesses and promoting the employment of Aboriginal and Torres Strait Islander peoples. To support this commitment, the CoA, where deemed appropriate, will include a weighted evaluation criterion that assesses the Tenderers’ credentials in engaging Aboriginal and Torres Strait Islander people.</p> <p>The ‘City of Adelaide Stretch Reconciliation Action Plan 2021-2024’ outlines the CoA’s commitment.</p>

To ensure that the procurement of the Goods and Services contribute to the outcomes outlined in the CoA’s Strategic Plan 2020-2024 through the means outlined above, specific targets and action plans will be set for each of the five means. Targets will reflect what can realistically be achieved and will be based on the size of the supply market available to Council for each means in the 5000 and 5006 postcode areas and South Australia more broadly.

CONDUCT OF PROCUREMENTS

The CoA will undertake an open competitive market approach for all Procurements valued over \$150,000 (ex GST) other than:

- when undertaking a secondary procurement based on an existing agreement (for example when buying off a panel contract)

- when procuring from a Purchasing Cooperative
- where a Non-Tendered Approach or a select market approach may be the most appropriate method of purchasing. In the circumstances of a Non-Tendered Approach the CoA will record the reasons for this approach.

Procurements that have an open market approach will be advertised on the SA Tenders and Contracts website: <https://www.tenders.sa.gov.au>. A link to the SA Tenders and Contracts website is also provided on the CoA's website.

Where the CoA accesses a Purchasing Cooperative (such as a Local or State Government panel or contract) established in accordance with transparent competitive tendering processes, it is deemed that these are contracts resulting from a tender process and as such will not be recorded as a Non-Tendered Approach.

Where requests for tender or proposals have been invited for a contract for the provision of Goods and Services, the CoA may negotiate with one or more of the Tenderers. Further, if the CoA determines it appropriate, the CoA may negotiate with any other person who is not a Tenderer and enter into a contract on such terms as CoA deems fit whilst ensuring probity is maintained for any negotiation undertaken.

The CoA may close a tender if there are no suitable tender submissions received and proceed to negotiate with any one or more of the Tenderers or any other entity.

EMERGENCY PROCUREMENT

When responding to an emergency in accordance with the provisions of the South Australian Government's State Emergency Management Plan or formal arrangements outlined in other state or Commonwealth emergency service-related legislation – Procurement activities should be undertaken in the most expedient manner possible.

Procurement activities undertaken in response to an emergency situation should, to the maximum extent possible, comply with CoA's normal policies and guidelines.

Requirements relating to Procurement planning will be waived for any procurement that is required as a result of an emergency that falls under the purview of the State Emergency Management Plan.

ENGAGEMENT OF SUPPLIERS AND EXECUTION OF AGREEMENTS

The final decision to execute a contract with a Supplier (including the issue of purchase orders and the extension of existing contracts) is subject to the approval to expend funds pursuant to sections 36, 37, 44(3)(e), 133 and 137 of the *Local Government Act 1999* (SA).

The execution of the contract is to be undertaken in accordance with the Procurement Approvals Guideline.

MONITORING & IMPLEMENTATION

This policy becomes effective upon approval by the Council Members of the CoA. Implementation and maintenance of the policy is the responsibility of the Chief Operating Officer and Finance and Procurement. In addition, the Chief Operating Officer and Finance and Procurement, are responsible for monitoring and reporting policy adherence.

BREACH OF POLICY OR PROCEDURES

Non-compliance with this policy may result in a breach of CoA's legislative requirements and disciplinary actions, including dismissal. In addition, criminal and civil penalties may

be imposed if Council Members, Council Officers, Tenderers or Suppliers breach fraud, corruption, bribery or Australian Consumer Laws.

All serious breaches or non-adherence to this policy or guideline will be reported to the CoA's CEO as soon as practicable after the breach has been discovered. The CEO may refer the matter to its external audit committee. A serious breach is one that leaves the CoA open to a risk rating of high in terms of likelihood or consequence as defined by the CoA's Risk Management Operating Guidelines.

OTHER USEFUL DOCUMENTS

Relevant Legislation

The Local Government Act 1999 (SA) in particular section 49, is relevant to the tendering process, however various other acts and regulations apply to the CoA's diverse range of Procurement activities. This policy is intended to supplement these instructions. Any inconsistency that may arise between this policy and a relevant act or regulation shall be resolved in favour of the act or regulation.

In accordance with the *Freedom of Information (Miscellaneous) Amendment Act 2004 (SA)*, any contracts to which the CoA is a party, which require any part of the contract to be considered confidential, must include the approved confidentiality clause. Any contracts using the confidentiality clause must be reported to the Freedom of Information Officer by the Procurement and Contract Management team, who reports via the Freedom of Information reporting system.

Council Officers (and Suppliers) are subject to the *Independent Commissioner Against Corruption Act 2012 (SA)* which has been established to identify corruption in administration, and prevent or minimise corruption, misconduct and maladministration.

In addition, Council Officers must act in accordance with the CoA's Code of Conduct for Employees and always display behaviours that align with the concepts of honesty, integrity, probity, diligence, fairness, trust and respect in their undertakings with a procurement and contract management activity.

Related documents

- City of Adelaide Code of Conduct for Employees
 - Employee Conflict of Interest Operating Guideline
 - Gifts and Benefits Operating Guideline
- Acquisition & Disposal of Land & Infrastructure Assets Policy
 - Acquisition & Disposal of Land and Infrastructure Assets Operating Guideline.

GLOSSARY

Throughout this document, the below terms have been used and are defined as:

Adelaide Central Market Authority (ACMA): means the authority which supports the Adelaide Central Market (ABN 54 824 264 891) a subsidiary of the CoA.

Adelaide Economic Development Agency (AEDA): means the agency which supports economic development of the City of Adelaide as a subsidiary of the CoA.

Adelaide Park Lands Authority (APLA): means the subsidiary of the CoA established under the *Local Government Act 1999 (SA)* and the *Adelaide Park Lands Act 2005 (SA)*

which provides advice to the CoA and State Government on the management of the Adelaide Park Lands.

CoA: means The Corporation of the City of Adelaide (ABN 20 903 762 572) trading as City of Adelaide.

Contract Management: means the management of Supplier's performance against the contract including the key performance indicators/deliverables stipulated in the contract.

Council Members: means the elected members of the CoA.

Council Officers: means any employee, contractor, consultant, temporary member of staff working for, or on behalf of, the CoA.

Goods and Services: mean goods, services and works procured externally by the CoA.

GST: means the goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Non-tendered: A Procurement activity in which goods, works or services are directly sourced from a single Supplier.

Operating Guidelines: means the operating guidelines that support this policy.

Procurement: means the whole process of acquisition of goods, works or services whether by tender, quote, expression of interest or any other similar process. The procurement continuum spans the whole life cycle from initial concept, contracting and Contract Management through to the end of a services contract, cessation of the supply of goods and the whole of life considerations of an asset.

Purchasing Co-operative means any cooperative purchasing group, including but not limited to the Local Government Association.

Supplier: means any external person or entity providing, or offering to provide, Goods and Services to the CoA.

Tenderer: means any person or entity that has made an offer to the CoA in response to a Procurement activity.

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or, when there is no such provision, a risk assessment approach is taken to guide the review timeframe.

This policy document will be reviewed every three years unless legislative or operational change occurs beforehand. The next review is required in July 2024.

The Manager, Finance & Procurement has overall responsibility for the maintenance, review, approval and support of documents relating to Procurement activities.

When procurement occurs within a program, it remains the responsibility of the individual Associate Director and their Director (or equivalent) to ensure compliance to this policy.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits

ACC2007/134655	Council Strategy & Performance Committee	22/9/2008	Purchasing Policy (retired)
ACC2010/146250	Council	23/3/2011	Original
ACC2013/103644	Council	23/07/2013	Revision 1
ACC2016/179390	Council	13/12/2016	Revision 2
ACC2020/58861	Council	tba	TBA

Contact:

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 city@cityofadelaide.com.au

DRAFT Social Procurement Action Plan - 2021-22

Goal 1 – Improve social outcomes through council spend																	
Deliverables	Targets/Measure	Timeframe	Responsibility	Strategic Plan Objective	Expected outcomes - "What will look different in the city"												
1.1 Support the below existing CoA action plans that are linked to social outcomes:	Procurement and spend-related initiatives set out in existing council action plans are understood and factored into market approaches and procurement evaluations.	Immediate and Ongoing	All procurement team		Improved outcomes for CoA's existing action plans.												
<table border="1"> <thead> <tr> <th>Social Outcome</th> <th>Existing Action Plan</th> </tr> </thead> <tbody> <tr> <td>Aboriginal</td> <td>Stretch Reconciliation Action Plan</td> </tr> <tr> <td>Cultural</td> <td>Public Art Action Plan and Live Music Action Plan</td> </tr> <tr> <td>Social</td> <td>Access and Inclusion Action Plan</td> </tr> <tr> <td>Environmental</td> <td>Sustainability Action Plan</td> </tr> <tr> <td>Use of Local Goods and Services</td> <td>N/A – No plan currently in place</td> </tr> </tbody> </table>	Social Outcome	Existing Action Plan	Aboriginal	Stretch Reconciliation Action Plan	Cultural	Public Art Action Plan and Live Music Action Plan	Social	Access and Inclusion Action Plan	Environmental	Sustainability Action Plan	Use of Local Goods and Services	N/A – No plan currently in place				3.1 2.6,3.8,3.10 1.3,1.5,1.7 4.2,4.4, 4.6 2.10 (AEDA)	
Social Outcome	Existing Action Plan																
Aboriginal	Stretch Reconciliation Action Plan																
Cultural	Public Art Action Plan and Live Music Action Plan																
Social	Access and Inclusion Action Plan																
Environmental	Sustainability Action Plan																
Use of Local Goods and Services	N/A – No plan currently in place																
1.2 Engage with Adelaide Economic Development Agency (AEDA) on ways to support local businesses	AEDA initiatives for the support of local businesses are factored into market approaches and procurement evaluations.	Immediate and Ongoing	Team Leader, P&CM	2.10	More vibrant and sustainable local businesses.												
1.3 As part of implementing the procurement policy, carry out three social procurement activities in the first year from implementation.	3x social procurement activities undertaken	By Dec 2021	All procurement team	5.7	CoA's social procurement goals begin to be understood in the community.												
1.4 Investigate ways to measure and report on social procurement outcomes	Reporting structure in place.	Q3 2020/21	Team Leader, P&CM	5.1	Improved visibility of CoA's social procurement goals internally and externally, with CoA known as a social procurement leader, drawing social enterprises to it.												
1.5 Raise awareness within council of opportunities and successes in social procurement	Updates and stories appear in The Next Edition and portfolio meetings and at ELT.	Q4 2020/21	Team Leader, P&CM	5.7	Improved visibility and advocacy for social procurement through staff buy-in.												
1.6 Develop, test and implement evaluation questions that determine social impact of responses to tenders and quotes.	Evaluation questions in use	Q3 2020/21	All procurement team	5.7	Continuous improvement in seeking social procurement outcomes through approaches to market.												
1.7 Council staff supportive of social procurement	<ul style="list-style-type: none"> - Council staff at all levels are supportive of social procurement initiatives. - Council staff involved in procurements support including social procurement evaluation questions in tenders and quotes. - Measured through PCMA feedback 	Q3 2020/21	All procurement team	5.7	Council staff actively pursue social procurement opportunities as part of their ongoing buying activities for council.												
Goal 2 – Develop the social enterprise marketplace in South Australia																	
Deliverables	Targets/Measure	Timeframe	Responsibility	Strat Plan Objective	Expected outcomes - "What will look different in the city"												
2.1 Work with existing suppliers to investigate opportunities for the use of social enterprises in their supply chain	Discussions held as part of contract establishment and contract management and outcomes documented.	Immediate and Ongoing	All procurement team	5.7	CoA's social procurement goals are communicated to the wider supplier market; CoA spending with social enterprises is able to begin earlier through indirect spend while the direct supplier market develops.												
2.2 Engage with the social enterprise supply market to develop suppliers for council requirements					The social procurement market place increases its visibility to the wider buyer community in Adelaide, outside of council.												
2.2.1 attend social enterprise events	Number of events attended	Immediate and Ongoing	Team Leader, P&CM and PCMA's as appropriate	5.7													
2.2.2 1:1 meetings with social enterprises	Number of meetings held	Immediate and Ongoing	All procurement team	5.7													
2.2.3 continued engagement with South Australian Social Enterprise Council (SASEC)	Number of meetings attended - dependent on SASEC actions.	Immediate and Ongoing	Team Leader, P&CM	5.7													
2.2.4 continued engagement with Social Traders	Number of events attended	Immediate and Ongoing	Team Leader, P&CM	5.7													
2.3 Promote to the market that CoA is "open for business" with social enterprises					The social procurement market place increases its ability to supply the products and services required by CoA, allowing CoA to further increase its social procurement spend.												
2.3.1 Engage with Associate Directors and Managers on upcoming projects from within programs to determine social enterprise procurement possibilities.	Pipeline of opportunities is developed. This will be a key deliverable that will underpin other deliverables.	Q3 2020/21	Team Leader, P&CM and PCMA's as appropriate	5.7													
2.3.1 Hold a social enterprise supplier event	Virtual or in-person event to promote CoA's needs to the social enterprise market	Q2 2021/22	Team Leader, P&CM	5.7													
2.3.2 Comms to the market through social media channels (LinkedIn and Facebook)	All opportunities for social enterprises advertised on social media.	Immediate and Ongoing	Team Leader, P&CM	5.7													
2.4 Engage with LGA and State Government to investigate broader opportunities that will improve the sustainability of social enterprises.	Dialogue opened with LGA and DTF	Q3 2020/21	Team Leader, P&CM	5.7	The social procurement market place becomes more sustainable and increases its capacity.												
2.5 Engage with Capital City Committee and other networks to investigate broader opportunities that will encourage social procurement	Dialogue opened with CCC et al	Q3 2020/21	Lord Mayor, Council	5.7	The social procurement market place becomes more sustainable and increases its capacity.												

Exclusion of the Public

ITEM 6.1 01/06/2021
The Committee

Program Contact:
Kerry Loughhead, Acting
Manager Governance 8203
7014

Approving Officer:
Clare Mockler, Acting Chief
Executive Officer

2018/04291
Public

EXECUTIVE SUMMARY

Section 90(2) of the *Local Government Act 1999 (SA)* (the Act), states that a Council Committee may order that the public be excluded from attendance at a meeting if the Council Committee considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.

It is the recommendation of the Acting Chief Executive Officer that the public be excluded from this Committee meeting for the consideration of information and matters contained in the Agenda.

- 7.1** Cycling Infrastructure Opportunities [section 90(3) (g) of the Act]
- 7.2** Contract Renewal - Christmas Decorations [section 90(3) (b) & (d) of the Act]
- 7.3** Gawler Place Upark – Priority Works [section 90(3) (i) of the Act]

The Order to Exclude for Items 7.1, 7.2 & 7.3

1. Identifies the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
2. Identifies the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
3. In addition, identifies for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.

ORDER TO EXCLUDE FOR ITEM 7.1

THAT THE COMMITTEE

1. Having taken into account the relevant consideration contained in section 90(3) (g) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of The Committee dated 1 June 2021 resolves that it is necessary and appropriate to act in a meeting closed to the public for the consideration of Item 7.1 [Cycling Infrastructure Opportunities] listed on the Agenda.

Grounds and Basis

This Item contains matters that must be considered in confidence in order to ensure that the Council does not breach any law, any duty of confidence, or other legal obligation or duty.

The disclosure of information in this report would breach 'cabinet in confidence' information presented to the Capital City Committee and the City of Adelaide Act 1998 which has provided for a State/Capital City intergovernmental forum (the Capital City Committee) to operate 'in confidence' and a breach of the associated duty of confidence and legal obligation or duty as a member of the inter-governmental forum. The disclosure of information in this report would be acting contrary to the Capital City Committee operational provisions and could prejudice the position of the State Government and/or Council in relation to current/future proposals prior to State Government and/or Adelaide City Council evaluation and deliberation.

The Committee is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information - the proposed project list - has been developed with the State Government and is currently 'cabinet in confidence'.

- Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of The Committee dated 1 June 2021 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 7.1 [Cycling Infrastructure Opportunities] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (g) of the Act.

ORDER TO EXCLUDE FOR ITEM 7.2

THAT THE COMMITTEE

- Having taken into account the relevant consideration contained in section 90(3) (b) & (d) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of The Committee dated 1 June 2021 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 7.2 [Contract Renewal - Christmas Decorations] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This report contains reference to 'commercial in confidence' information, disclosure of which at this point in time may confer a commercial advantage on a third party, prejudice the ability for Council to undertake/participate in future discussion or negotiation and prejudice the Council's commercial position and opportunity to discuss or negotiate an option yet to be determined by the Council at this point in time.

Public Interest

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information will result in release of information prior to the finalisation of 'commercial in confidence' negotiations and a competitor receiving the information to the detriment of the interested parties and the person who supplied the information at this point in time (and for approximately three years from the date of this report) and because the disclosure of Council's commercial position may severely prejudice Council's ability to discuss/participate or influence the variation for the benefit of the Council and the community in this matter and in relation to other contract negotiations.

- Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of The Committee dated 1 June 2021 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 7.2 [Contract Renewal - Christmas Decorations] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (b) & (d) of the Act.

ORDER TO EXCLUDE FOR ITEM 7.3

THAT THE COMMITTEE

- Having taken into account the relevant consideration contained in section 90(3) (i) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of The Committee dated 1 June 2021 resolves that it is necessary and appropriate to act in a meeting closed to the public for the consideration of Item 7.3 [Gawler Place Upark – Priority Works] listed on the Agenda.

Grounds and Basis

This Item is confidential in nature because the report includes information on Council litigation.

The disclosure of information in this report could reasonably be expected to prejudice the outcome of Council's actual litigation.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information relates to actual litigation of Council.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of The Committee dated 1 June 2021 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 7.3 [Gawler Place Upark – Priority Works] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (i) of the Act.
-

DISCUSSION

1. Section 90(1) of the *Local Government Act 1999 (SA)* (the Act), directs that a meeting of a Council Committee must be conducted in a place open to the public.
2. Section 90(2) of the Act, states that a Council Committee may order that the public be excluded from attendance at a meeting if the Council Committee considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.
3. Section 90(3) of the Act prescribes the information and matters that a Council may order that the public be excluded from.
4. Section 90(4) of the Act, advises that in considering whether an order should be made to exclude the public under section 90(2) of the Act, it is irrelevant that discussion of a matter in public may -
 - (a) *cause embarrassment to the council or council committee concerned, or to members or employees of the council; or*
 - (b) *cause a loss of confidence in the council or council committee; or*
 - (c) *involve discussion of a matter that is controversial within the council area; or*
 - (d) *make the council susceptible to adverse criticism.'*
5. Section 90(7) of the Act requires that an order to exclude the public:
 - 5.1 Identify the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
 - 5.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
 - 5.3 In addition identify for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
6. Section 87(10) of the Act has been utilised to identify in the Agenda and on the Report for the meeting, that the following matters are submitted seeking consideration in confidence.
 - 6.1 Information contained in Item 7.1 – Cycling Infrastructure Opportunities
 - 6.1.1 Is not subject to an Existing Confidentiality Order.
 - 6.1.2 The grounds utilised to request consideration in confidence is section 90(3) (g) of the Act
 - (g) matters that must be considered in confidence in order to ensure that the council does not breach any law, order or direction of a court or tribunal constituted by law, any duty of confidence, or other legal obligation or duty
 - 6.2. Information contained in Item 7.2 - Contract Renewal - Christmas Decorations
 - 6.2.1 Is not subject to an Existing Confidentiality Order.
 - 6.2.2 The grounds utilised to request consideration in confidence is section 90(3) (b) & (d) of the Act
 - (b) information the disclosure of which –
 - (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
 - (ii) would, on balance, be contrary to the public interest
 - (d) Commercial information of a confidential nature (not being a trade secret) the disclosure of which—
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest
 - 6.3 Information contained in Item 7.3 – Gawler Place Upark – Priority Works
 - 6.3.1 Is not subject to an Existing Confidentiality Order.
 - 6.3.2 The grounds utilised to request consideration in confidence is section 90(3) (#) of the Act
 - (i) Information relating to the actual litigation, or litigation that the Council or Council Committee believes on reasonable grounds will take place, involving the Council or an employee of the Council.

ATTACHMENTS

Nil

- END OF REPORT -

Confidential Item 7.1

Cycling Infrastructure Opportunities
Section 90 (3) (g) of the *Local Government Act 1999 (SA)*
Pages 219 to 226

Confidential Item 7.2

Contract Renewal - Christmas Decorations
Section 90 (3) (b) & (d) of the *Local Government Act 1999 (SA)*
Pages 227 to 230

Confidential Item 7.3

Gawler Place Upark – Priority Works
Section 90 (3) (i) of the *Local Government Act 1999 (SA)*
Pages 231 to 236
