

|              |  |
|--------------|--|
| <b>Date</b>  | MINUTES GBDG Meeting 19 <sup>th</sup> September 2017   |
| <b>Time</b>  | 7:30am – 9:00am  |
| <b>Venue</b> | Symes Accountants Cnr Twelfth & Fourteenth Sts (Church Bldg at rear of property, Gawler South) |

|                  |                   |         |             |
|------------------|-------------------|---------|-------------|
| <b>Attendees</b> | L Drummond        | P Caddy | G Iremonger |
|                  | K Fischer         | K Peake | T George    |
|                  | F Bagnall-Stevens | M Betts | G Matz      |
| <b>Guests</b>    |                   |         |             |
| <b>Proxies</b>   | J Wemmer          |         |             |
| <b>Apologies</b> | T Piccolo         |         |             |
| <b>Absent</b>    |                   |         |             |

1. **Meeting Open:** 7:30am
2. **Business Arising from Minutes**
3. **Confirmation of Minutes:**

**Motion:** That GBDG Board accept the Minutes from the meetings held 11<sup>th</sup> July and 8<sup>th</sup> August 2017, as true and accurate records.

**Moved:** K Peake    **Seconded:** G Matz    **Carried**

4. **Chair's Report:** The monthly meeting with Town of Gawler focussed on Hero Building program for 2017/18 and potential sites to approach. C Brougham to discuss with M Mattei. D Barrett also discussed the meeting held with GBDG and Commercial Property Agents and the outcomes – being that GBDG and Town of Gawler are working more closely to better assist potential new business operators in their applications for tenancy.

5. **Treasurer's Report:**

P Caddy advised that GBDG has \$200k+ in the bank with that balance expected to decrease over the next few months with large expenses to record for Jazz Festival, new GBDG website and marketing.

**Motion:** That GBDG Board accept treasurers report for the month of August 2017.

**Moved:** P Caddy    **Seconded:** K Fischer    **Carried**

6. **Correspondence and Invoices:**

**In –** Invoices, Letter from Gawler Caravan Park

**Out –** Payments for invoices

7. **Business Liaison and Marketing Coordinator's Report (see attached)**

**Motion:** That GBDG Board accept the Business Liaison and Marketing Coordinators report for August 2017.

**Moved:** K Peake    **Seconded:** K Fischer    **Carried**

**8. Other Business:**

- **Cinema Marketing** – C Brougham provided quotes for marketing via Gawler cinema which the Board decided not to pursue.
- **Website Upgrade** – C Brougham advised that S Bailey has made headway into a draft new website for GBDG and it should be ready to demonstrate within the next few months.
- **AD Impact Advertising** – C Brougham advised the renewal had been received for the Ad Impact Agreement. \$139 per week.

- **Motion:** That the GBDG renew the contract with the Bunyip for the Ad Impact agreement.
- **Moved:** K Fischer      **Seconded:** G Matz      **Abstained:** M Betts      **Carried**

- **I Tooley Letter** –

- **Motion:** That the letter received from Cr I Tooley be tabled.
- **Moved:** K Fischer      **Seconded:** G Matz      **Carried**

- Letter received from I Tooley regarding the RV Friendly Campaign was discussed. C Brougham to draft a reply and forward to Chair and K Fischer for approval.
- **RV Friendly Meeting** – L Drummond gave an overview of the Council Meeting. There were numerous deputations both for and against the RV Friendly Campaign. GBDG reaffirmed its position of support for Gawler to become RV Friendly but not to support another caravan park or overnight parking in the Central Business District of Gawler.

**Motion:** That the GBDG respond to the owners of the Gawler Caravan Park via letter. C Brougham to draft a response and forward to the Board members for approval prior to sending.

**Moved:** P Caddy      **Seconded:** K Peake      **Carried**

**Next Meeting:** Tuesday 10<sup>th</sup> October 2017

**Meeting Closed:** 8:49am

**Signed:**



---

L Drummond Chairperson GBDG

## Business Liaison & Marketing Coordinator- Report

### Events and Workshops

|   |  |
|---|--|
| 14 <sup>th</sup> Aug – Introduction to Supervision          | 11 <sup>th</sup> Sept – Marketing Program                    |
| 15 <sup>th</sup> Aug – NEGP - Policies and Procedures       | 12 <sup>th</sup> Sept - NEGP – Business Fundamentals Round 2 |
| 21 <sup>st</sup> Aug – NEGP - Profit Improvement Program    | 18 <sup>th</sup> Sept – NEGP - Profit Improvement Program    |
| 4 <sup>th</sup> Sept – Marketing Program                    | 18 <sup>th</sup> Sept – Marketing Program                    |
| 5 <sup>th</sup> Sept – NEGP – Business Fundamentals Round 2 |  |

### Meetings Attended

|  |   |
|--|---|
| 9 <sup>th</sup> Aug – ACT final installation             | 28 <sup>th</sup> Aug ToG Monthly Meeting                            |
| 14 <sup>th</sup> Aug – Stretton Centre - ASBAS           | 29 <sup>th</sup> Aug – R Viney – Planning and GBDG role             |
| 16 <sup>th</sup> Aug – ANZ Bank – Expo Sponsorship       | 4 <sup>th</sup> Sept – RV friendly Meeting – Mayor and Caravan Park |
| 16 <sup>th</sup> Aug – G Ratsch Polaris - BECA           | 11 <sup>th</sup> Sept – K Denholm – Jobs & Skills Regional SA       |
| 22 <sup>nd</sup> Aug – ToG Council meeting – RV Friendly | 13 <sup>th</sup> Sept – D Cussen – Stretton – Strategy for ASBAS    |

### Marketing Activities – GBDG Facebook Page

| GBDG Page | New Likes | Total Likes | Video Views | Post Reach | Post Engagement |
|-----------|-----------|-------------|-------------|------------|-----------------|
| Jan '17   | 10        | 2344        | 358         | 17,879     | 2293            |
| Feb '17   | 18        | 2362        | 1137        | 5293       | 1768            |
| Mar '17   | 21        | 2383        | 1258        | 5999       | 2429            |
| Apr '17   | 9         | 2392        | 506         | 6901       | 2238            |
| May '17   | 17        | 2409        | 777         | 5820       | 4037            |
| Jun '17   | 11        | 2420        | 863         | 8565       | 2242            |
| Jul '17   | 4         | 2424        | 1235        | 6002       | 3709            |
| Aug '17   | 17        | 2441        | 548         | 5317       | 2075            |

### Marketing Activities – GBDG Small Business Expo Page

| GBDG Page                                | New Likes | Total Likes | Video Views | Post Reach | Post Engagement |
|--|-----------|-------------|-------------|------------|-----------------|
| Commenced<br>29 <sup>th</sup> March 2017 | 38        | 38          | 8           | 82         | 69              |
| Apr '17                                  | 2         | 40          | 5           | 151        | 73              |
| May '17                                  | 6         | 46          | 9           | 1612       | 441             |
| Jun '17                                  | 32        | 78          | 1514        | 4785       | 473             |
| Jul '17                                  | 6         | 84          | 1622        | 4837       | 470             |
| Aug '17                                  | 1         | 85          | 29          | 136        | 17              |

**Marketing Activities – Jazz Festival Page**

| Jazz Festival Page | New Likes | Total Likes | Video Views | Post Reach | Post Engagement |
|--------------------|-----------|-------------|-------------|------------|-----------------|
| Jan '17            | 3         | 1005        | 1           | 42         | 5               |
| Feb '17            | 6         | 1011        | 22          | 559        | 179             |
| Mar '17            | 4         | 1015        | 1           | 176        | 77              |
| Apr '17            | 5         | 1020        | 5           | 515        | 91              |
| May '17            | 1         | 1021        | 3           | 180        | 24              |
| Jun '17            | 0         | 993         | 0           | 78         | 22              |
| Jul '17            | 0         | 993         | 1           | 584        | 64              |
| Aug '17            | 11        | 1004        | 40          | 407        | 36              |

**Hero Building**

No response from owners of The Abbey, therefore we will move on to liaising with another business.

**Customer Relationship Management System (ACT CRM)**

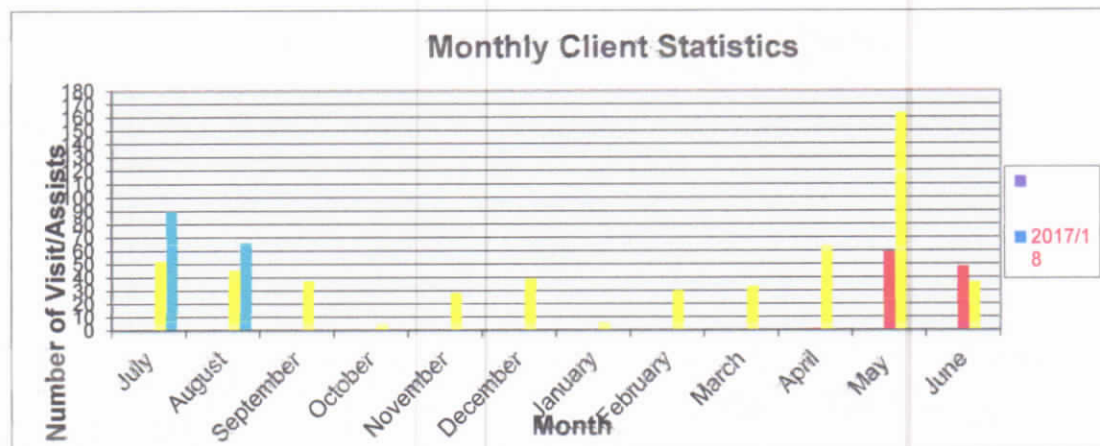
Cloud uploads completed. Handheld CRM installed.

**Business Connections**

Nil

**Businesses in Crisis, Closed or New**
**Business Engagement Statistics**

3<sup>rd</sup> Aug – 6<sup>th</sup> Sept - 66 Client Interactions


**Correspondence**

**In** – Invoices, I Tooley Letter, Gawler Caravand Park email, Gawler Gateway Email.

**Out** – Payments for invoices

# Big Screen Advertising Proposal Reading - Elizabeth

Please find detailed below a tailored cinema advertising proposal.

| Cinema    | Screens          | Total Investment | Investment per week |
|-----------|------------------|------------------|---------------------|
| Elizabeth | 1 Digital Motion | \$4,940          | \$95                |
| Elizabeth | 2 Digital Motion | \$8,840          | \$170               |
| Elizabeth | 3 Digital Motion | \$11,960         | \$230               |
| Elizabeth | 4 Digital Motion | \$14,560         | \$280               |
| Elizabeth | 5 Digital Motion | \$15,560         | \$299               |
| Elizabeth | 6 Digital Motion | \$16,560         | \$318               |
| Elizabeth | 7 Digital Motion | <b>\$17,472</b>  | <b>\$336</b>        |
|           |                  |                  |                     |

Ask about our extended payment options ?

\*Please note the above prices are for a 15 second advert and do not include G.S.T.

\*Photography shoot will be invoiced separately \$250.00 + G.S.T.

# Big Screen Advertising Proposal Gawler Twin Cinema

Exclusive rights screening advantage

Please find detailed below a tailored cinema advertising proposal.

| Cinema                   | Screens  | Investment/screen | Investment/week |
|--------------------------|----------|-------------------|-----------------|
| Digital Motion           |          |                   |                 |
| Gawler<br>Digital Motion | 1        | \$4980            | \$95            |
| <b>Gawler</b>            | <b>2</b> | <b>\$7280</b>     | <b>\$140</b>    |

\*Please note the above prices are for a 15 second advert and do not include G.S.T.

\*Photography shoot will be invoiced separately \$500.00 + G.S.T.

Ask about our extended payment options?

Gawler Twin averages 35 sessions per screen per week which equates to an average of 1,820 adverts per screen over a 52 week campaign.

Both 2 screens total approximately 3,640 adverts for twelve months, which equates to **\$2.00 per advert screening**.

Tax deductible, unbeatable, localised cost effective, and captive audience advertising on the big screen, 1,000 x the size of a T.V flat screen!!!!

Dear Gawler Business Development Board,

I ask that this letter to you be tabled at your next board meeting, read out to the board on my behalf, and minuted accordingly.

I write to express my shock and immense disappointment at having been blindsided by the presentation made on your behalf by Caren Brougham to the Gawler Council Meeting on 22 August regarding RV Friendly Gawler.

Having resurrected the RV Friendly Town bid in 2016, I met strong opposition from mainly the longer serving elected members on council! To check if it was worth me pursuing the scheme, I did a lot of research and also sounded out members of our local community, including local business owners, to see what they thought. The feedback was universally positive. This led to me asking if I could give a presentation to a meeting of the GBDG around mid 2016, to gauge your interest in Gawler becoming an RV Friendly Town.

You kindly invited me to do just that and my presentation was universally supported by your group. I still have the notes and the materials which I shared with you that evening where I outlined all the statistics and benefits of becoming an RV Friendly Town AND where I outlined the three critical criteria for achieving RV Friendly Town status, namely (1) Provide long-term long-vehicle parking close to the CBD, (2) Provide a free waste dump point and (3) Allow for limited overnight stays for fully self-contained RV's only, for either a nominal fee or for free.

Your board was so impressed with the proposal that you offered to submit a letter of support for RV Friendly Town to council...which you subsequently did.

Feeling emboldened by your support I have since that time put in immense time and effort garnering support for my RV Friendly proposal.

As we approached the critical council meeting on 22 August, I had NO IDEA that you had withdrawn your support for the overnight camping component of the RV Friendly Town scheme! Without the overnight camping component, RV Friendly Town status is simply NOT possible!

In the lead up to the 22 August council meeting I spoke with Louise Drummond and invited her to attend the meeting and to speak in support of my proposal. Louise agreed to do that - **no mention of your withdrawal of support!**

As we got to within just days of the council meeting I had several email and phone exchanges with Louise regarding the approaching meeting and about a letter from the owners of the Gawler Caravan Park to council where they made disparaging statements about GBDG, information that was also shared with Caren Brougham - **still no mention of your withdrawal of support!**

It was only when Caren gave her presentation to the council meeting on 22 August that I learned that the GBDG no longer supported the overnight camping component of my RV Friendly Town proposal.

This news left me feeling embarrassed and quite gutted, and it effectively killed off any chance I had of winning a vote of support for my proposal from council. Caren's news played beautifully into the hands of my opponents and gave them great joy to see me blindsided in that way...some visibly gloating!

As a person who has been a strong and vocal supporter of the GBDG, and given that I had sought your support before proceeding to lobby hard for RV Friendly Town status, you might have thought to treat me better than this....unbelievably poor form!

Having had every opportunity to let me know before the council meeting of your change of mind, and that GBDG no longer supported overnight camping for self contained RV's, to not do so is, frankly, shameful!

I have many ideas for helping to boost business in my town of Gawler but this experience leaves me far less inclined towards ever bothering to run them past the GBDG.

Ian Tooley.

31 August 2017.

## FUNDING AGREEMENT

**AGREEMENT** dated.....2017

### **BETWEEN**

**GAWLER BUSINESS DEVELOPMENT GROUP INC** of PO Box 402, GAWLER 5118 (GBDG)

### **AND**

**TOWN OF GAWLER** of 43 High Street, GAWLER EAST 5118 (**COUNCIL**)

### **RECITALS**

- A. Following a period of research and consultation the Town of Gawler established the Gawler Business Development Group (Section 42 Committee of Council) to assist with promoting and marketing the businesses within the Town of Gawler. Ongoing development within Local Government has resulted in the operating structure of the group being that of Incorporation.
- B. The development of strategic marketing plans, the establishment of marketing and operational partnerships, raising community awareness to the value of the local economy and advocating for the business community are critical elements to achieving the purposes of the group and thus enhancing the diversity and vibrancy of local business.
- C. To enhance support and encourage the viability of Town of Gawler businesses, the parties wish to make provision for the adoption and application of a separate rate against designated commercial areas within the Town of Gawler and the sum of such funds be directed to the GBDG to implement ongoing initiatives.
- D. Accountability to Council and the community respecting the effective operation of the GBDG will be ensured through the reporting requirements set out in this agreement.
- E. These Recitals form part of this Funding Agreement.



F. A reference to a clause is a reference to a clause of this Funding Agreement.

G. This Funding Agreement governs the relationship between the Council and GBDG concerning the operations and sets out the understanding between them in relation thereto.

## 1. INTENT

The parties acknowledge that –

1.1 This Funding Agreement sets out, as a statement of the intentions of the parties, the common understanding between them concerning the matters contained herein.

1.2 Nothing in this Funding Agreement constitutes any relationship of employer and employee or partnership between the parties.

1.3 Neither party has authority to bind the other without the prior written consent of the other.

## 2. DEFINITIONS

2.1 **Commencement** means the date on which the Funding Agreement becomes effective in accordance with clause 4;

2.2 **Council** means the Town of Gawler Local Government Entity;

2.3 **GBDG** means Gawler Business Development Group Inc;

2.4 **Funding Agreement** means this Agreement as amended or varied from time to time in accordance with clause 6;

2.5 **Parties** mean the Town of Gawler and GBDG;

2.6 **Gawler Township** means the Town of Gawler Local Government Area

## 3. OBJECTIVES

The objectives of the Parties are as follows –

3.1 To establish and support a structure that assists with raising ongoing funds for the purpose of supporting Gawler Township business promotions and marketing;

3.2 To promote and market the businesses within the Gawler Township;

3.3 To develop and adopt strategies to develop, manage, co-ordinate and fund marketing initiatives;

3.4 To support and encourage the economic viability of businesses generally within the Gawler Township;

3.5 To represent the interests of the business community.

**4. COMMENCEMENT**

This Funding Agreement is effective as of 1 July 2017.

**5. DURATION OF THIS FUNDING AGREEMENT**

5.1 This Funding Agreement will continue in effect, expiring 30 June 2019, unless terminated in accordance with clause 16.

5.2 The Parties to this Funding Agreement will negotiate any future agreement prior to 30 June 2018.

**6. MODIFICATIONS**

No addition to or modification of this Funding Agreement will be effective unless made in writing and signed by the duly authorised representatives of the Parties.

**7. COUNCIL'S OBLIGATIONS**

7.1 Subject to the provisions of the Local Government Act (1999), the Council undertakes to—

7.1.1. following the consideration of recommendations from the GBDG, annually adopt and apply a separate rate to commercial and industrial properties within the Town of Gawler for the specific use of the GBDG for business development;

7.1.2 cover the administration cost of collecting the separate rate declared in accordance with Clause 7.1.1;

7.1.3 distribute monies raised through the application of Clause 7.1.1. to the GBDG upon the satisfaction of requirements detailed in Clause 8.

7.2 Council representation on the GBDG will comprise one elected member as appointed by the Council. Council officers will be entitled to attend meetings on a discretionary basis.

7.3 The Council will endeavour to make available a meeting space for the GBDG on a monthly basis. Applicable costs will apply in line with Council's Schedule of Fees and Charges.

## 8. GBDG'S OBLIGATIONS

- 8.1 Subject to the applicable law, GBDG undertakes to do all things necessary to facilitate the efficient operation of the group, including –
- 8.1.1 monitoring and reviewing the efficiency and effectiveness of the group operations and initiatives;
  - 8.1.2 adopting process and policy that ensures transparency and consistency in decision making;
  - 8.1.3 maintain communication with Council through quarterly deputations and/or correspondence as a minimum.
- 8.2 The GBDG will invoice Council promptly at the start of each quarter for one quarter of the annual amount to be raised by the Separate Rate referred to in Clause 7.1. Council will pay the invoice prior to the end of the billing quarter.
- 8.3 Application of Clause 7.1.1. will require the following documents to be provided by the GBDG –
- 8.4.1 Annual Business Plan and Budget prior to 31 March each year;
  - 8.4.2 Annual Report prior to 30 September each year.
- 8.4 Application of Clause 8.2 will require the GBDG to hand to Council its accounts at quarterly intervals to ensure the proper expenditure of funds.
- 8.5 The GBDG provides to Council the right to access the accounts and all relevant information of the Group at any time such as is reasonably necessary, as determined by the Council, to ensure the proper administration of funds raised by way of the Separate Rate or any other contribution from Council.
- 8.6 Council will have the right to conduct an audit of the GBDG accounts at any time reasonably necessary, as determined by the Council, in connection with the proper administration of the funds raised by way of Separate Rate or any other contribution from Council.

8.7 The contribution of Council to the ongoing delivery of the GBDG will be considered in kind support and therefore be acknowledged as a minimum by the inclusion of the Council logo on relevant material as determined from time to time by agreement.

**9. COMMUNICATION & MEDIA STRATEGIES**

When considering the release of information to the community relating to the Annual Report and Annual Business Plan or if the GBDG propose to use the Council Logo, to ensure consistency and good practice, the parties will concur on the content of such material prior to its release.

**10. CONTRACTS WITH EXTERNAL SUPPLIERS**

Any contracts entered into by the GBDG for the specific purpose of delivery objectives detailed within this Funding Agreement do not require the consent of Council.

**11. INDEMNITY**

11.1 Each party is responsible for its own negligent acts.

11.2 Each party hereby indemnifies and undertakes to keep indemnified the other party and its officers, employees, agents, sub-contractors and all servants from and against all actions, proceedings, claims, costs, demands, liability or damages arising out of or in respect of any negligence, wrongful act or omission or failure to comply with this Funding Agreement by that party, its officers, employees, agents, sub-contractors and servants.

**12. INSURANCE**

12.1 The GBDG warrants that it will take out and maintain insurance to cover its civil liability at a minimum of cover of \$10 million and Associations Liability of \$2 million.

12.2 The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme (Scheme) and is bound by the rules of the Scheme pursuant to section 142 and Schedule 1, Part 1 (clauses 1 and 2) of the *Local Government Act 1999* (Act) and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to section 142(1) of the Act and the Regulations under the Act, take out and maintain insurance to cover its civil liabilities at a minimum of cover of \$20 million.

**13. NOTICES**

Notices must be in writing and signed by, or on behalf of the sender, addressed to the recipient and;

- 13.1 delivered to the recipient's address; or
- 13.2 sent by pre-paid mail to the recipient's address; or
- 13.3 transmitted by facsimile to the recipient's address; or
- 13.4 sent by electronic means to the recipient's email address.

**14. DISPUTE RESOLUTION**

If a dispute arises between the parties in relation to this Funding Agreement, resolution process will be referred to the appropriate Council policy in effect at the time.

**15. TERMINATION**

- 15.1 In the instance where Council believes that the GBDG is not complying with this Funding Agreement and fundamental breach of obligations is evident, reasonable attempts to rectify the breach must be undertaken.
- 15.2 Only after reasonable attempts to rectify the breach have been exhausted shall the Council provide a minimum of 12 months notice of termination of this agreement.
- 15.3 Expenditure of funds on purposes for which the Separate Rate is not imposed will result in the immediate requirement for unexpended funds raised by way of the Separate Rate to be returned to the Council for determination in accordance with Local Government Act 1999 (Act) and termination of this agreement.
- 15.4 Collection of the Business Development Separate Rate by the Town of Gawler will cease if this agreement is terminated.
- 15.5 If after winding up of the GBDG for any reason there remains any unexpended funds raised by way of the Separate Rate such funds shall be returned to the Council for determination in accordance with Local Government Act 1999 (Act).

**EXECUTED AS A FUNDING AGREEMENT**

**SIGNED** for and on behalf of **Gawler Business Development Group Inc** by two duly authorised members.

.....  
[Signature]

Name:

Position:

.....  
[Signature]

Name:

Position:

**SIGNED** for and on behalf of **Town of Gawler** by the Chief Executive Officer and the Mayor.

  
.....  
[Signature]

Name:

Position:

  
.....  
[Signature]

Name:

Position:

## FUNDING AGREEMENT

AGREEMENT dated.....14 June.....2011

### BETWEEN

**GAWLER BUSINESS DEVELOPMENT GROUP INC** of PO Box 402, GAWLER 5118  
(GBDG)

### AND

**TOWN OF GAWLER** of 89 Murray Street, GAWLER 5118 (**COUNCIL**)

### RECITALS

- A. Following a period of research and consultation the Town of Gawler established the Gawler Business Development Group (Section 42 Committee of Council) to assist with promoting and marketing the businesses within the Town of Gawler. Ongoing development within Local Government has resulted in the operating structure of the group being that of Incorporation.
- B. The development of strategic marketing plans, the establishment of marketing and operational partnerships, raising community awareness to the value of the local economy and advocating for the business community are critical elements to achieving the purposes of the group and thus enhancing the diversity and vibrancy of local business.
- C. To enhance support and encourage the viability of Town of Gawler businesses, the parties wish to make provision for the adoption and application of a separate rate against designated commercial areas within the Town of Gawler and the sum of such funds be directed to the GBDG to implement ongoing initiatives.

- D. Accountability to Council and the community respecting the effective operation of the GBDG will be ensured through the reporting requirements set out in this agreement.
- E. These Recitals form part of this Funding Agreement.
- F. A reference to a clause is a reference to a clause of this Funding Agreement.
- G. This Funding Agreement governs the relationship between the Council and GBDG concerning the operations and sets out the understanding between them in relation thereto.

## 1. INTENT

The parties acknowledge that –

- 1.1 This Funding Agreement sets out, as a statement of the intentions of the parties, the common understanding between them concerning the matters contained herein.
- 1.2 Nothing in this Funding Agreement constitutes any relationship of employer and employee or partnership between the parties.
- 1.3 Neither party has authority to bind the other without the prior written consent of the other.

## 2. DEFINITIONS

- 2.1 **Commencement** means the date on which the Funding Agreement becomes effective in accordance with clause 4;
- 2.2 **Council** means the Town of Gawler;
- 2.3 **GBDG** means Gawler Business Development Group Inc,
- 2.4 **Funding Agreement** means this Agreement as amended or varied from time to time in accordance with clause 6;
- 2.5 **Parties** mean the Town of Gawler and GBDG;
- 2.6 **Program** means the adoption and application of a separate rate against designated commercial and industrial areas within the Town of Gawler, collection, distribution of the entire sum of such funds to the GBDG to implement ongoing initiatives.



**3. OBJECTIVES**

The objectives of the parties are as follows –

- 3.1 To establish and support a structure that assists with raising ongoing funds for the purpose of supporting Town of Gawler business promotions and marketing;
- 3.2 To promote and market the businesses within the Town of Gawler
- 3.3 To develop and adopt strategies to develop, manage, co-ordinate and fund marketing initiatives
- 3.4 To support and encourage the economic viability of businesses generally within the Town of Gawler
- 3.5 To represent the interests of the business community.

**4. COMMENCEMENT**

This Funding Agreement becomes effective when signed and dated by the parties.

**5. DURATION OF THIS FUNDING AGREEMENT**

- 5.1 This Funding Agreement will continue in effect, expiring 7 years from commencement, unless terminated in accordance with clause 16.
- 5.2 The Parties to this Funding Agreement will negotiate in good faith to renew this agreement no later than five years after its commencement.

**6. MODIFICATIONS**

No addition to or modification of this Funding Agreement will be effective unless made in writing and signed by the duly authorised representatives of the parties.

## **7. COUNCIL'S OBLIGATIONS**

- 7.1 Subject to the provisions of the Local Government Act (1999), the Council undertakes to-
- 7.1.1. following the consideration of recommendations from the GBDG, annually adopt and apply a separate rate to commercial and industrial properties within the Town of Gawler for the specific use of the GBDG for business development;
  - 7.1.2 cover the administration cost of collecting the separate rate declared in accordance with Clause 7.1.1
  - 7.1.3 distribute monies raised through the application of Clause 7.1.1. to the GBDG upon the satisfaction of requirements detailed in Clause 8.
- 7.2 Council representation on the GBDG will comprise one elected member as appointed by the Council. Council officers will be entitled to attend meetings on a discretionary basis.
- 7.3 The Council will endeavour to make available a meeting space for the GBDG on a monthly basis. Applicable costs will apply in line with Council's Schedule of Fees and Charges.

## **8. GBDG'S OBLIGATIONS**

- 8.1 Subject to the applicable law, GBDG undertakes to do all things necessary to facilitate the efficient operation of the group, including -
- 8.1.1 monitoring and reviewing the efficiency and effectiveness of the group operations and initiatives;
  - 8.1.2 adopting process and policy that ensures transparency and consistency in decision making;

- 8.1.3 maintain communication with Council through quarterly deputations and/or correspondence as a minimum.
- 8.2 The GBDG will invoice Council promptly at the start of each quarter for one quarter of the annual amount to be raised by the Separate Rate referred to in Clause 7.1.  
Council will pay the invoice prior to the end of the billing quarter.
- 8.3 The first invoice of the GBDG will be for the amount of the Separate Rate collected on behalf of the Section 42 Council Subsidiary in previous years to this agreement not yet spent by the Subsidiary.
- 8.4 Application of Clause 7.1.1. will require the following documents to be provided –
- 8.5.1 Annual Business Plan and Budget prior to 31 March each year;
  - 8.5.2 Annual Report prior to 30 September each year.
- 8.5 Application of Clause 8.2 will require the GBDG to hand to Council its accounts at quarterly intervals to ensure the proper expenditure of funds.
- 8.6 The GBDG provides to Council the right to access the accounts and all relevant information of the Group at any time such as is reasonably necessary, as determined by the Council, to ensure the proper administration of funds raised by way of the Separate Rate or any other contribution from Council.

the Town of Gawler will cease if this agreement is terminated.

- 16.5 If after winding up of the GBDG for any reason there remains any unexpended funds raised by way of the Separate Rate such funds shall be returned to the Council for determination in accordance with Local Government Act 1999 (Act).