city of
PALMERSTON
'A Place for People'



HARVEST CORNER COMMUNITY GARDEN
TERMS OF AGREEMENT

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TERMS OF AGREEMENT

1. Objective

The objective of this Agreement is to establish and uphold a transparent association between City of Palmerston (Council) and the community group entrusted with the management of the Harvest Corner Community Garden (Community Garden) outlining both parties' responsibilities and highlighting areas for collaboration and support.

2. Eligibility

2.1 The community garden can only be managed by a community group that has formally incorporated as a not-for-profit association before taking over management responsibilities.

2.2 The community group must have sufficient community support to meet the requirements of an incorporated association in accordance with the Associations Act 2003 (NT).

3. Vision

The vision for the Community Garden is to provide a shared gardening space for the Palmerston community that allows members to engage with each other and nature, be active and learn new skills, with the aim of improving health, wellbeing and community connectedness in an inclusive environment. An inclusive environment supports all groups of people within the community to have a sense of belonging and to be able to participate in community activities.

Measures of success for the garden include:

- A well-maintained Community Garden space with a variety of plant species;
- Regular use of the garden by the community group (at least two times per week);
- A Minium of two (2) community activities or events each year promoted to the whole of Palmerston;
- Maintaining financial viability throughout the three-year term of the Agreement by demonstrating sufficient funding, income sources, financial management practices and resources to meet the operational, maintenance, insurance and administrative costs associated with managing the Community Garden;
- Environmentally sustainable practices in place such as recycling, reusable water sources and composting.

4. Site – Harvest Corner Community Garden



Photo 1: Land size approximately 1.300 Sq Metres

4.1 The Community Garden is situated next to Gray Community Hall, on the corner of Essington Avenue and Victoria Drive, Gray.

4.2 The community group is not granted exclusive possession of the Community Garden.

4.3 The community group is prohibited from assigning or subletting the Community Garden without the consent of Council.

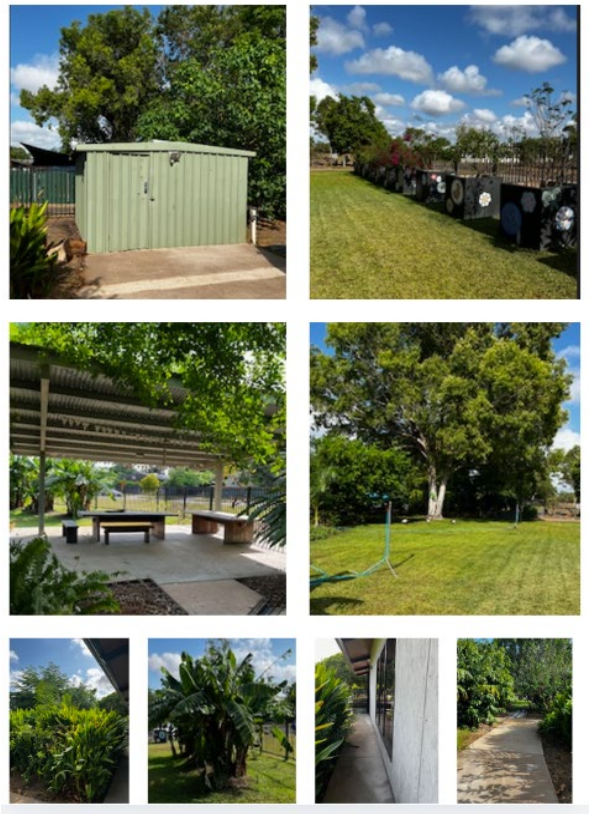


Photo 2: Current establishment

5. Responsibilities of the Community Group

5.1 General Upkeep and Maintenance

The community group shall:

- Be responsible for the proper maintenance, cultivation, care and activation of the Community Garden. This includes but is not limited to planting, weeding, watering, pruning, overall upkeep and maintenance of the Community Garden.
- Maintain the Community Garden in an attractive and accessible manner.
- Be responsible for the clean-up of any incidence of vandalism and/or damage to the Community Garden.

5.2 Community Participation

The community group shall:

- Encourage and foster inclusive, healthy, collaborative and supportive relationships with community members and community organisations, by promoting the vision for the Community Garden.
- Allow general community access and foster participation and collaboration. The community group must ensure they encourage and support participation from residents of Palmerston.
- Ensure that this project continues to be a long-term community initiative with community participation as a key objective.

5.3 Horticulture Requirements

The community group must ensure that:

- All plants introduced within the Community Garden are non-toxic and pose no harm to people or animals.
- No illegal or prohibited plants are introduced within the Community Garden.
- Domesticated and farm animals are strictly prohibited from residing within the Community Garden.
- Equipment and tools used in the Community Garden are maintained and replaced, when necessary, by the community group.
- An appropriate pest control system is in place in the Community Garden.
- A water efficient irrigation system is installed and maintained. There are remnants of an irrigation system in the Community Garden that can be used. Any additions or repairs will be the responsibility of the community group. Any irrigation equipment replaced or added will be as water efficient as possible.
- Water is responsibly used by adhering to the agreed guidelines below:
    - The irrigation control unit will be in a locked cabinet, and each station will be programmed with preset run times to occur early morning or early evening.
    - During the wet season watering times will be greatly reduced.

5.4 Operational Requirement

- The community group must have skills to organise, manage and maintain the Community Garden or have a mentor from an existing group to assist them.
- The community group may raise funds to support the Community Garden's operations. This may include but is not limited to memberships, coffee mornings, plant sales and any other fundraising activity provided appropriate governance is applied and Council's rules, regulations, requirements, guidelines and directions are complied with. All funds generated from such fundraising activities must be reinvested into the running, maintenance and upkeep of the

Community Garden and for no other purpose or benefit of the community group.

- The Community Garden is only to be accessed between the hours of 6am and 8pm daily - Monday to Sunday (hours of operation). Prior written approval from Council is required to access the Community Garden outside the hours of operation. Council has the absolute discretion to grant or not grant access to the Community Garden outside of the hours of operation.
- Prior written approval from Council is required for the construction or alteration of any infrastructure, including sheds, green houses, shade structures and storage areas or concreted areas. Any requests for structural alteration or construction (proposed works) must be submitted in writing and await approval prior to the commencement of the proposed works. Council has the absolute discretion to grant or not grant approval to the proposed works.
- The Community Garden activities must not encroach on Gray Community Hall bookings which include community programs, events and ceremonies.
- The community group shall adhere to all local regulations, guidelines, and safety standards governing the use of the Community Garden.
- Smoking, consumption of alcohol and/or use of illegal drugs is prohibited on the Community Garden property.
- The community group must demonstrate that it has sufficient financial resources and appropriate financial management practices to meet the ongoing operational, maintenance, insurance and administrative costs associated with managing the Community Garden throughout the three-year Agreement.

5.5 Insurance

- The community group must maintain public liability insurance with a minimum coverage of $20 million throughout the term of this Agreement.
- The community group must maintain a Personal Accident, Volunteers Policy to provide protection to the group if an injury or accident were to occur.
- The community group may take out insurance to cover the equipment stored at the Community Garden or any other form of insurance it deems appropriate. The maintenance and replacement of equipment will be the responsibility of the community group.
- The community group must supply Council with a copy of the certificate of currency of any insurance policy maintained by the community group and provide a new certificate of currency no later than 4 weeks prior to the expiry of the insurance policy.

5.6 Reporting

The community group will provide a report each year to Council on the activities and achievements of the previous 12 months.

6. Responsibilities of Council:

6.1 Support

Council shall:

- Provide the community group with guidance and support to apply Council's key frameworks and strategies which include The Community Plan, Inclusive, Diverse and Accessible Policy Framework and Disability, Inclusion and Access Plan.

- Grant approval to the community group to use and access the Community Garden for the duration of this Agreement.
- Provide the community group with access in the form of a key or access code to the Community Garden area including the garden shed and toilets.
- Provide the community group a one-off establishment fund of up to $10,000 ex GST which can be used over the three-year term of the agreement.
- Council will require the use of the Community Garden for activities and programs throughout the year and will work in collaboration with the community group to arrange mutually agreeable times and dates.
- Council shall offer guidance and support to the community group to ensure compliance with local regulations and requirements.

6.2 Infrastructure

- Key infrastructure including fencing and gates, concrete driveway and pathways, shade structure and shed, will remain an asset of Council and therefore be covered by Council Industrial Special Risk Insurance.
- The provision of water to the Community Garden to be used for irrigation will be supplied by Council.
- Council will provide twice weekly removal of rubbish via the bins located outside Gray Community Hall. These bins, including standard and recycling, are shared between Gray Community Hall users and the Community Garden. A garden waste bin will be provided to the Community Garden and will be collected fortnightly. Any other rubbish or green waste removal is the responsibility of the community group.
- Council allows access to the toilets located at the side of Gray Community Hall via an access code. Council contractors clean the toilets daily.

7. Establishment Fund

7.1 Purpose

- The purpose of the establishment fund is to support the community group over the three-year term of the agreement with costs for the establishment of the Community Garden to ensure a successful and sustainable community initiative.

7.2 Proposal

- The community group must supply a detailed proposal for the usage of funds to City of Palmerston with the Expression of Interest prior to the funds being released.

7.3 Amendments to the Proposal

- The community group may submit amendments to the proposal in writing to Council.
- Council, in its absolute discretion, may approve or reject the amendments to the proposal. Council will notify the community group of its decision within two weeks from receipt of the amendments to the proposal.

7.4 Use of funds

7.4.1 The funds may be used for the following purposes:

- Purchase of gardening equipment and materials.
- Purchase of plants, small trees, shrubs etc.
- Purchase of furniture for the garden. For example, benches, outdoor table and chairs.
- Purchase and replacement of irrigation equipment

- Establishment of aquaponics or composting equipment.
- Opening event to relaunch the community garden to the community.
- Facilitation of community workshops and programs.
- Any other purpose with the prior written approval of Council.

7.4.2 The funds must not be used for the following:

- Employment of staff, including advertisement and wages.
- For private parties or events held in the community garden.
- Personal development or training.
- Payment of insurance premiums, which remain the responsibility of the community group.

7.5 Release of funds

- The funds will not be paid to an individual. The funds will be deposited into the nominated bank account held by the community group within 30 days of signing this Agreement.

7.6 Expending funds

- Funds must be expended by the community group in accordance with the proposal and the terms of this Agreement within 36 months from the Terms of Use signing date.

7.7 Record of expenditure

- The community group will be responsible for the financial management of the funds, which includes budget allocation and retaining copies of the quotes and invoices for all works or items purchased for the Community Garden. The community group must provide an acquittal to Council at the end of each financial year with details of expenditure including copies of invoices.

8. Duration

This Agreement shall commence on (TBC) and shall remain in effect for a period of three years, terminating on (End Date TBC).

9. Termination

9.1 Either party may terminate this Agreement without cause at any time by giving the other no less than six weeks' notice

9.2 If the community group breaches this Agreement, Council may terminate this Agreement giving no less than one (1) weeks' notice to the community group

9.3 Any outstanding monies from the one-off establishment fund of up to $10,000 ex GST must be repaid to Council within 30 days from the date of termination (regardless of which party has terminated this Agreement) or 30 days after the Agreement end date.

10. Amendments

- Any amendments or modifications to this Agreement must be made in writing and mutually agreed upon by both parties.

Agreement

Organisation:	City of Palmerston
Signature:	
Print name:	
Position:	
Date:	

Organisation:	
Signature:	
Print name:	
Position:	
Date:	