



# **SERVICE AGREEMENT**

## **SPECIFIED AREA RATES**

**BETWEEN**

**CITY OF JOONDALUP (The City)**

**AND**

**ILUKA HOMEOWNERS ASSOCIATION INC. (IHA)**

**1 July 2022 – 30 June 2025**

**FOR THE PROVISION OF  
ENHANCED LANDSCAPING SERVICES  
TO ILUKA**

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## **ATTACHMENTS**

Attachment A: SPECIFIED AREA RATES (SAR) POLICY

## **1.0 PURPOSE AND SCOPE OF THE AGREEMENT**

- 1.1 Pursuant to section 6.37 of the *Local Government Act*, the City is able to impose a specified area rate and provide specific services for the benefit of ratepayers and residents of the area.
- 1.2 The purpose of this Agreement is to define the area to be maintained to an enhanced standard and to document the level of service to be provided to the area.
- 1.3 The Iluka Homeowners Association Inc. (IHA) is an incorporated body which represents the ratepayers and residents of the area.
- 1.4 The area subject of this Agreement is the suburb of Iluka ("The Suburb").
- 1.5 The Parties to the Agreement are the City and the IHA.
- 1.6 The City manages and maintains landscapes within the Estate, which are made up of parks, verges adjacent to parks and median strips. The IHA requires that all landscaped areas within the Estate are maintained to a standard of quality that enhances the presentation of the landscapes above and beyond the standard service delivery funded by rates. This standard may be achieved with the collection of Specified Area Rates ("SARs") to cover the cost of providing the enhanced services.
- 1.7 The City has a policy in relation to the implementation and management of Specified Area Rates Programs, adopted by Council in March 2010 and amended in 2015 (see Attachment A – Specified Area Rates).
- 1.8 Services will be provided by the City to landscaped areas within Iluka, which are listed and mapped in the relevant Service Review document.
- 1.9 This Agreement is effective for a period of three years from the date of signing by all Parties and records the terms and conditions to which the Parties have agreed. It may only be amended by the written agreement of both Parties.

## **2.0 SERVICE REQUIREMENTS**

- 2.1 Refer to the approved Annual Service Review document.

## **3.0 SCHEDULED MONITORING**

- 3.1 Formal quarterly inspections will be undertaken by the City to assess the presentation of the estate and to inform Key Performance Indicators (KPIs).
- 3.2 Joint evaluation inspections may be considered by the City upon request from the IHA.

## **4.0 KEY PERFORMANCE INDICATORS (KPIs)**

- 4.1 Turf evaluation scores shall average between 2 and 3 for areas inspected at each formal quarterly inspection.
- 4.2 Garden bed evaluation scores shall average between 2 and 3 for areas inspected at each formal quarterly inspection.
- 4.3 The annual cumulative average for the evaluations at each of the following locations within the estate shall be scored between 2 and 3 to meet the requirements of this service level agreement.
- 4.4 KPI quarterly inspection results shall be approved by the authorised representative of the IHA.

## **5.0 KPI DETAILS**

### **5.1 Turf will be evaluated on:**

- Height
- Quality (clean cut edge to garden beds and pathways)
- Colour and consistency
- Finishing around structures, features, facilities and furniture
- Weeds

### **5.2 Garden beds will be evaluated on:**

- Weeds/litter
- Coverage
- Appearance/amenity value

### **5.3 Each specified location will be assessed, with a score achieved for each component (turf and garden beds) of the evaluation (where applicable) at:**

- Sir James McCusker Park
- Discovery Park
- Pattaya Park
- Atma Park
- Blackpool Park
- Shenton Avenue Verge

## **6.0 KPI SERVICE DELIVERY**

6.1 Should the quarterly or annual cumulative KPI's (4.1, 4.2 or 4.3) not meet the required score of two (2), the City will have 28 days to rectify the areas identified and undertake a review of the assessment results. The revised assessment results will be presented to the IHA for approval.

6.2 Failure to meet the required standards after the review may result in a dispute between both parties. This will be managed in accordance with the dispute resolution process detailed in Part 12.

## **7.0 LIST OF LANDSCAPE AREAS TO BE SERVICED**

7.1 Refer to the relevant approved annual Service Review document.

## **8.0 SERVICE LEVELS AND ASSOCIATED COSTS – ANNUAL SERVICE**

8.1 Refer to the relevant City approved Service Review for annual costs and services to be provided.

## **9.0 ANNUAL REVIEW OF COSTS AND SERVICES**

9.1 SAR draft annual service review undertaken by the City is to be provided to the IHA by 7 November each year. Should delays occur these are to be communicated to the IHA in writing.

9.2 SAR service delivery and cost is to be confirmed and accepted by the IHA in writing by the end of November each year. Where delays occur due to ongoing negotiations the City will include the draft figures in the annual budget proposals.

9.3 Budgets will be modified as required once the review is approved by the City's CEO. This will apply to services and associated costs for the following financial year, commencing on 1 July. If the budget is revised as a result of this process then a revised agreement would be signed by the Association and the CEO.

9.4 Review of the SAR services and costs can only be undertaken on an annual basis to ensure sufficient funds can be budgeted by the City and contributions collected from the specified area rates.

9.5 Setting the SAR levy on Rates will be as per the SAR policy (Attachment A).

## **10.0 PUBLIC LIABILITY INSURANCE**

10.1 In accordance with measures taken to offer Public Liability Insurance cover to all ratepayer groups within the City, the City of Joondalup has put in place a Public Liability Policy through QBE to cover Iluka Homeowners Association Inc.

10.2 The policy is a General Public and Products Liability Insurance Policy with a Liability Limit for Public Liability of \$10,000,000 for any one occurrence and Products Liability of \$10,000,000 any one occurrence and in the aggregate any one Period of Insurance.

10.3 The policy covers all activities undertaken by the Association in accordance with normal operational terms of the SAR.

10.4 Any amendments or changes to this policy will be provided to IHA in writing by the City.

## **11.0 PUBLIC RELATIONS**

11.1 During the course of work the City shall ensure that all employees or contractors engaged by the City are courteous to all members of the public with whom they come into contact.

## 12.0 DISPUTE RESOLUTION

- 12.1 A dispute is defined as an occurrence and/or circumstance requiring resolution and action where the IHA have notified the City of an issue and are unable to mutually reach agreement with operational representatives from the City within five (5) working days.
- 12.2 Declaration of a dispute requires written communication of the matter(s) in question, from one party to the other which requires a written reply within five (5) working days of declaration.
- 12.3 The Manager Operation Services or IHA Representative has ten (10) working days from the date of reply to resolve the dispute. Following expiration of this timeframe if the dispute is still not resolved the issue shall be referred to the following levels of authority until a solution is reached:
- Jointly between the Director Infrastructure Services and the IHA and if not resolved;
  - By the City of Joondalup's Chief Executive Officer who shall be the final arbiter.

## 13.0 TERMINATION OF THE AGREEMENT AND SAR

- 13.1 The power to impose and to terminate a SAR rests with the City and will be considered on its merits as and when required in line with the adopted Specified Area Rates policy.

## 14.0 SIGNATORIES - AGREEMENT EXECUTION

We, the undersigned, agree to the terms and conditions of this agreement.

  
\_\_\_\_\_  
Brian Gray – Chairperson  
Iluka Homeowners Association Inc.

11/2/2022  
Date

  
\_\_\_\_\_  
James Pearson – Chief Executive Officer  
City of Joondalup

19.5.2022  
Date