

Constitution

The South Australian Local Government Financial Management Group Inc. (SALGFMG) is an active incorporated body which has over 200 Members representing over 95% of all Councils.

Adopted – Annual General Meeting 28 August 2020





**CONSTITUTION OF THE
SOUTH AUSTRALIAN LOCAL GOVERNMENT
FINANCIAL MANAGEMENT GROUP INC.**

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1. Name

The name of the Group will be The South Australian Local Government Financial Management Group Inc.

To be known as Financial Management Group (FMG), referred to herein as “the Group”.

2. Objectives

The objectives of the Group are to:

- 2.1** Unite in a common organisation, persons who have a professional interest in Local Government in South Australia, including the following functions:
 - 2.1.1** Treasury
 - 2.1.2** Accounting Services
 - 2.1.3** Budgeting
 - 2.1.4** Financial Management
 - 2.1.5** Asset Management
 - 2.1.6** Financial Governance
- 2.2** Provide a forum for discussion of financial, accounting issues relevant to the Local Government sector.
- 2.3** Promote and facilitate the interchange of information, procedures and policies to support continuous improvement in the areas of interest of the Group.
- 2.4** Promote the status of the Group's Members' by facilitating appropriate education/professional development for persons operating in the sphere of the Group's activities of financial management.
- 2.5** Review current and proposed legislation with a view to promoting united submissions regarding proposed changes.
- 2.6** Provide a forum for discussion of the applicability of generally accepted accounting principles and the adherence to the standards developed by the accounting bodies.
- 2.7** Do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Group.



- 2.8** Support and encourage co-operation/liaison with other relevant, professional organisations.
- 2.9** Provide representation on special interest workgroups and committees relating to Local Government issues.
- 2.10** Promote and develop employment opportunities in Local Government for the functions identified in Clause 2.1.
- 2.11** Promote the finance discipline within Local Government as a satisfying and rewarding environment within which to work.
- 2.12** Provide leadership to and advocacy on behalf of its Members in relation to issues relevant to the finance function of Local Government.

3. Powers

The Group will have the following powers:

- 3.1** The powers conferred by Section 25 of the Associations Incorporation Act 1985 ("the Act") to the extent that such powers are not excluded or modified by implication by the provisions of this clause.
- 3.2** Acquire, hold, sell, lease, hire, gift, exchange, partition, invest or otherwise dispose of or deal with the whole or any part of the real or personal property of the Group or any interest in it as fully and effectually as if they were the absolute powers.
- 3.3** Subject to Section 53 of the Act to invite and accept deposits of money from any person on such terms and conditions as may be determined by the Committee from time to time.
- 3.4** Borrow or raise money for the objects and purposes of the Group and for all incidental purposes with or without giving security over any real or personal assets of the Group and otherwise upon such terms or conditions approved by the Executive Committee.
- 3.5** Invest in any investment of which the Executive Committee approves or in the purchase or improvement of any real or personal property and to vary and transpose any such investments.
- 3.6** Pay all expenses and outgoings incidental to the objects and purposes of the Group.
- 3.7** Enter into any contracts, agreements, arrangements or understandings considered necessary by the Executive Committee.



- 3.8** Employ, hire, appoint, remove, terminate or suspend employees, agents, contractors or consultants for any purpose that the Executive Committee approves and to determine the fees, salaries, wages, commissions or remuneration for such employees, agents, contractors and consultants.
- 3.9** Improve, repair and maintain and insure against loss or damage of the Group's property and to pay all outgoings properly payable in respect of the Group's property.
- 3.10** Do all things necessary or considered desirable for the purposes of implementing the objectives and purposes of the Group.
- 3.11** Make rules, laws and by-laws in respect of all matters relating to the objectives and purposes of the Group as it sees fit.

4. Membership

4.1 General Membership

General Membership is open to any person employed in the Local Government sector or to any person having an interest in the activities of the Group and Members will be classified into one of the following categories of Membership.

4.1.1 Ordinary Member

4.1.2 Honorary Member

4.1.3 Life Member

Criteria and definitions for the types of membership is provided for in the Membership Guidelines. The Guidelines must be read in conjunction with the Constitution.

4.2 Eligibility for Membership

4.2.1 Eligibility for Honorary and Life Membership of the Group by any individual will be decided by the Executive Committee then put forward to the AGM, having regard to the criteria and definitions provided in the Membership Guidelines.

4.2.2 Membership of the Group will be for one (1) year commencing 1 September and concluding 31 August.

4.2.3 Any person who wishes to become a Member of the Group will make application in writing by way of the membership form provided by the Executive Committee on the website. Upon the acceptance of the application by the Executive Committee and payment of the first annual subscription the applicant will be a Member of the Group.



4.3 Professional Conduct

A Member must display high standards of integrity, objectivity and confidentiality and must not:

- 4.3.1** Breach the constitution.
- 4.3.2** Be guilty of dishonourable practice in any profession or undertaking.
- 4.3.3** Be guilty of conduct which is derogatory to or not in the best interests of the Group.
- 4.3.4** Fail to observe a proper standard of professional care, skill or competence.

4.4 Resignation of a Member

A Member may resign from the Group by giving written notice to the Secretariat of the Group. Any Member so resigning will be liable for any outstanding subscription fees.

4.5 Termination of Membership

The Executive Committee may by resolution, terminate the membership of any Member on the basis that the Executive Committee is satisfied that the Member no longer meets the eligibility criteria.

4.6 Expulsion of a Member

- 4.6.1** Subject to giving a Member an opportunity to be heard or to make a written submission, the Executive Committee may resolve to expel a Member upon a charge of misconduct detrimental to the interests of the Group.
- 4.6.2** Particulars of the charge will be communicated to the Member at least one (1) calendar month before the meeting of the Executive Committee at which the matter will be determined.
- 4.6.3** The determination of the Executive Committee will be communicated to the Member, and in the event of an adverse determination the Member will, subject to Clause 4.6.4, cease to be a Member fourteen (14) days after the Executive Committee has communicated its determination to him or her.



4.6.4 It will be open to a Member to appeal to the Group at a General Meeting against the expulsion. The intention to appeal will be communicated to the Secretary of the Group within fourteen (14) days after the determination of the Executive Committee has been communicated to the Member.

4.6.5 In the event of an appeal under Clause 4.6.4 the appellant's membership of the Group will not be terminated unless the determination of the Executive Committee to expel the Member is upheld by the Members of the Group at a General Meeting after the appellant has been heard.

4.7 Fees and Subscriptions

4.7.1 The Members at a General Meeting may from time to time determine entrance fees/subscriptions for Membership.

4.7.2 No fees/subscriptions will be payable by Honorary or Life Members of the Group.

4.7.3 Fees/Subscriptions will be due and payable in advance on the first day of September each year.

4.7.4 If the subscription of any Member remains unpaid for a period in excess of three (3) months from the due date of such subscription, the Member first having been given notice thereof, the Membership of such Member will lapse. A Member whose Membership has lapsed may reinstate the Membership by paying all outstanding subscriptions.

4.7.5 Membership and membership fees are not transferrable or refundable.

5. Management

5.1 Management of the Group will be vested in an Executive Committee of not less than ten (10) nor more than twenty-six (26) Executive Committee Members including the Office Bearers of the Group, who will be elected at the Annual General Meeting.

5.2 Only one (1) Executive Committee Member may be appointed to the committee per individual Council.

5.3 An Executive Committee Member must be an employee of a South Australian Council at the time of nomination. If an Executive Committee Member ceases to be an employee of a South Australian Council during their term, they must seek leave of the Executive Committee to continue to hold office.



- 5.4** The Office Bearers of the Group will be the President, Vice President, Secretary and Treasurer who will be elected by the Members at the Annual General Meeting prior to the election of the remainder of the Executive Committee Members.
- 5.5** The Office Bearers will have at least twelve (12) months standing as a Member of the Executive Committee and Executive Committee Members must have been a Member of the Group for at least twelve (12) months.
- 5.6** The Executive Committee will meet as often as may be required to conduct the business of the Group but not less than four (4) times in each calendar year.
- 5.7** An Executive Committee Member should make every effort to appoint a proxy for the Executive Committee and any Project Workgroups they are participating in. A proxy must be a financial Member of the Group. A member of the Executive Committee cannot be appointed as proxy for another Executive Committee Member as each Executive Committee Member holds one (1) vote.
- 5.8** The quorum of an Executive Committee will be half the number of Executive Committee Members plus one (1).
- 5.9** The President or any three (3) other Members of the Executive Committee will have power to call a meeting of the Executive Committee. Notice of meetings will be given at the previous Executive Committee Meeting or by seven (7) days written notice distributed to all Executive Committee Members, or in an emergency, by such other notice as will be ratified by the Executive Committee.
- 5.10** An Office Bearer or Member of the Executive Committee will cease to hold such Office upon:
- 5.10.1** Resignation in writing.
 - 5.10.2** Expulsion as a Member of the Group.
 - 5.10.3** Absence for three (3) successive Executive Committee Meetings without sending a Proxy or an explanation acceptable to the Executive Committee.
 - 5.10.4** Death.
 - 5.10.5** Becoming ineligible for membership.
 - 5.10.6** Being so mentally or physically incapacitated as to be unable to carry out official duties satisfactorily.
 - 5.10.7** Being convicted of an indictable offence.



- 5.10.8** Removal of such Office Bearer or Member of the Executive Committee upon a resolution being passed by the Members of the Group at a General Meeting removing such Office Bearer or Members of the Executive Committee.
- 5.11** Vacancies unfilled or arising in the Office Bearers or other Executive Committee Members may be filled by the Executive Committee by co-opting Members for the unexpired period of the term.
- 5.12** The Executive Committee may function validly notwithstanding any vacancies so long as its number is not reduced below the quorum.
- 5.13** The Executive Committee will have the power to appoint such Officers and employees or establish such sub-committees/workgroups as are required to carry out the objectives of the Group and may delegate any of its powers to such Officers, employees and sub-committees/workgroups, provided that those Officers, employees and sub-committees/workgroups will meet as they see fit or as directed by the Executive Committee and will report to the Executive Committee on a regular basis.
- 5.14** Executive Committee Members are required to be active Members on at least one sub-committee/workgroup. Members of workgroups will be strictly Local Government employees. Guests can be invited by the Chairperson of the workgroup on an as needs basis.
- 5.15** All Office Bearers and Executive Committee Members will assume office on the day following the Annual General Meeting at which they were elected and hold office until the next occurring Annual General Meeting, at which time they will be eligible for re-election to the Executive Committee.
- 5.16** When an Office Bearer or Member of the Executive Committee may directly or indirectly benefit from a resolution or decision of the Executive Committee then he/she must declare an interest in that item and remove himself/herself from the room where the Executive Committee meeting is being convened for the duration of that item.

6. General Meetings

- 6.1** General Meetings will include the Annual General Meeting and any Special General Meeting.
- 6.2** Written notice of not more than sixty (60) days nor less than seven (7) days, of all General Meetings will be given to all Members. Such notice will state the date, place and hour of the Meeting, and in the case of a Special General Meeting, the nature of the business to be conducted at the Meeting.
- 6.2.1** The Executive Committee will call the Annual General Meeting in accordance with the requirements of this clause.



- 6.2.2** A Special General Meeting may be called by the President or two (2) Executive Committee Members or three (3) Members of the Group.
- 6.3** The non-receipt thereof by any person entitled to receive notice will not invalidate the proceedings at that meeting.
- 6.4** Members will each be entitled to one (1) vote at any General Meeting.
- 6.5** A quorum at any General Meeting will be twenty (20) Members.
- 6.6** If at any General Meeting there is no quorum within thirty (30) minutes of the time appointed for the meeting then a majority of Members present may decide to adjourn the meeting to a future date.
- 6.7** The Annual General Meeting will be held once in each calendar year.
- 6.8** The Audited Financial Statements will be distributed to Members not more than three (3) months after the close of the financial year which will be 30 June.
- 6.9** The business of the Annual General Meeting will be:
- 6.9.1** To confirm the minutes of the previous Annual General Meeting and Special General Meetings if any. No discussion will be permitted thereon except as to the accuracy of the minutes.
 - 6.9.2** To receive and adopt the President's Report of the Group and the Audited Financial Statements for the preceding financial year.
 - 6.9.3** To elect Office Bearers and Executive Committee Members of the Group for the ensuing year.
 - 6.9.4** To elect Auditors for the ensuing year.
 - 6.9.5** To transact business of which at least seven (7) days prior notice has been given.
 - 6.9.6** To determine the amount of annual subscriptions for Members for the following financial year.
 - 6.9.7** To adopt a revised Constitution if applicable.
 - 6.9.8** To confirm any Honorary or Life Members.



7. Voting at General Meetings

- 7.1** All Members will be entitled to vote.
- 7.2** Voting will be by show of hands except that:
 - 7.2.1** Any contested election at an Annual General Meeting or otherwise will be conducted by secret ballot.
 - 7.2.2** The meeting may, by a show of hands require any other vote to be by poll or secret ballot.
- 7.3** At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
 - 7.3.1** by the Chairperson; or
 - 7.3.2** by at least three (3) Members present in person or by proxy.
- 7.4** A declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the Minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 7.5** Demand for a poll may be withdrawn.
- 7.6** Voting may be by proxy. The proxy must produce written notice of their appointment as proxy for any Member of the Group to the Chairperson prior to any matter being put to the vote at a meeting.

8. President

- 8.1** The President will be Chairperson of all General Meetings and Executive Committee Meetings, but if he/she will not be present within five (5) minutes after the time appointed for the same, or will be unwilling to act, the Vice President or Secretary will be Chairperson of such meetings, and if no Vice President or Secretary will be present within five (5) minutes after the time appointed for the meeting or be unwilling to act, the Members present will appoint one (1) of their number to be Chairperson.
- 8.2** The President together with the Secretariat will prepare the agenda for Executive Committee and General Meetings.



9. Treasurer

- 9.1** The Treasurer will ensure monies received are paid into such account or accounts authorised by the Executive Committee in the name of the Group. Payments will be by electronic funds transfer approved by two (2) Executive Committee Members authorised by the Executive Committee for that purpose, or by cheque signed by two (2) Executive Committee Members authorised by the Executive Committee for that purpose, provided that there will be not more than five (5) Executive Committee Members so authorised by the Executive Committee. Major or unusual expenditures will be authorised in advance by the Executive Committee or a General Meeting.
- 9.2** The Treasurer will ensure records are kept of all receipts and payments and other financial transactions and such records will be available for inspection by any Member upon request.
- 9.3** The Treasurer will prepare financial budgets and statements and will submit a report on the finances to each Executive Committee Meeting.
- 9.4** The Treasurer will present audited accounts to the Annual General Meeting.

10. Vice President

- 10.1** The Vice President will assist the President and the Secretary and deputise for the President when the President is absent.
- 10.2** In the absence of the Secretary and Secretariat, the Vice President will be appointed as Minute Secretary.
- 10.3** The Vice President will assist the President to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Group.

11. Secretary and Secretariat

- 11.1** The Secretary will assist the President and deputise for the Vice President when the Vice President is absent.
- 11.2** The Secretariat will be the Public Officer of the Group.
- 11.3** The Secretariat will call meetings in accordance with the provisions of the Constitution.



- 11.4** The Secretariat will ensure records are kept of the business of the Group, including the Constitution and Policies, records of Members, a register of minutes of meetings and of notices, a file of correspondence and records of submissions or reports made by or on behalf of the Group.
- 11.5** In the absence of the Secretary and Secretariat, the Vice President will be appointed as Minute Secretary. In the absence of both the Secretary, Secretariat and Vice President, another Member will be appointed by the Executive Committee Members as Minute Secretary.
- 11.6** The Secretary will be responsible for obtaining insurance information for the Group to be provided to the Executive Committee for decision.

12. Elections and Duties of Chairperson

12.1 Voting

The Chairperson at any meeting will have a casting as well as a deliberative vote.

12.2 Balanced Participation

The Chairperson will encourage full balanced participation in meetings by all Members and will decide on matters of order.

12.3 Dissent

In the event of a motion of dissent being moved and seconded, the Chairperson will vacate his/her position in favour of an alternative Chairperson for the duration of that item. The Chairperson may then speak in support of the ruling.

13. Amendment of Constitution and Rules

- 13.1** This Constitution may be repealed, altered or amended by resolution of three-quarters of Members present and voting at a General Meeting. Not less than seven (7) days written notice including a copy of the proposed repeal, alteration or amendment must be given to all Members at the address listed in the books of the Group.
- 13.2** A General Meeting may make, repeal, alter or amend Rules for the proper administration of meetings or business of the Group provided that not less than seven (7) days written notice, including notice of any proposed new Rules, or the repeal, alteration or amendment of any such Rules has been distributed to all Members.



14. Finances and Property

- 14.1** Members who by authority of the Executive Committee accept or incur any pecuniary liability on behalf of the Group will be indemnified against any personal loss in respect of such liability.
- 14.2** The income, property and funds of the Group will be used and applied solely towards the promotion of the objects and will not be paid or transferred to the Members or relatives of Members provided that nothing herein contained will prevent the payment in good faith to any person in return for services actually rendered.

15. Dissolution of the Group

- 15.1** The Group may be dissolved in the manner provided for under the Associations Incorporation Act (1985) which requires a special resolution by approval of not less than three quarters of Members present and voting at a General Meeting called for that purpose of which not less than twenty one (21) days written notice specifying the intention to propose the resolution as a special resolution including notice of the proposed dissolution has been given to all Members.
- 15.2** Subject to Clause 16.1 above, upon dissolution of the Group, all property of the Group, whether real or personal, remaining after payment of all debts and legal liabilities will be transferred to such other body formed for promoting similar objects or for charitable objects as will be approved by the Group provided that if the Group will have been approved pursuant to Section 78(1) of the Income Tax Assessment Act then such other body will also be so approved.

16. Auditor

- 16.1** At each general meeting the Members will appoint a person to be Auditor of the Group providing that person:
 - 16.1.1** is a registered company Auditor, a firm of registered company Auditors, a person who is a Member of the Australian Society of Certified Practising Accountants or The Institute of Chartered Accountants in Australia; and
 - 16.1.2** if a Member of the Group, is not an Executive Committee Member.

The terms of engagement of an Auditor will be agreed at the time of appointment.



- 16.2** The Auditor will have access at all times to the financial books, accounts and vouchers of the Group and will be entitled to require from Executive Committee Members, Officers and Office Bearers of the Group such information or explanations as he/she may deem necessary for the performance of his/her duties.
- 16.3** The Auditor will audit the Annual Balance Sheet and Statements of Accounts and present a report at the Annual General Meeting.
- 16.4** The Auditor will hold office until the next Annual General Meeting and is eligible for re-appointment.
- 16.5** If an appointment is not made at an Annual General Meeting or the Auditor ceases to act during the year, the Executive Committee will appoint an Auditor for the current financial year.

17. Notices

A Notice may be given by the Group to any Member by sending it by post to the registered address of the Member, or by email.

18. Common Seal

- 18.1** The common seal of the Group must not be affixed to a document except to give effect to a resolution of the Executive Committee.
- 18.2** The affixation of the common seal must be attested by the President, or Vice President and Secretary of the Group.
- 18.3** An apparently genuine document purporting to bear the common seal of the Group and the signatures of the President or Vice President and Secretary of the Group attesting the affixation of the seal will, in the absence of proof to the contrary, be taken to have been duly executed by the Group.
- 18.4** The common seal of the Group must be kept in the custody of the Secretary.

19. Indemnity

- 19.1** Every person who is or has been a Member of the Executive Committee or Officer of the Group or its related bodies corporate is indemnified to the maximum extent permitted by law out of the property of the Group against any liabilities for costs and expenses incurred by that person:



- 19.1.1** in defending any proceedings relating to that person's position with the Group, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted, or which proceedings are withdrawn before judgment; or
 - 19.1.2** in connection with any application in relation to any proceedings relating to that person's position with the Group, whether civil or criminal, in which relief is granted to that person under the Act by the Court.
- 19.2** Every person who is or has been a Member of the Executive Committee or Officer of the Group or its related bodies corporate is indemnified to the maximum extent permitted by law out of the property of the Group against any liability incurred by the person as such a Member of the Executive Committee or Officer to another person (other than the Group or its related bodies corporate) unless the liability arises out of any negligence, default, breach of duty or breach of trust of which such Member or Officer may be guilty in relation to the Group.
- 19.3** The Group may confirm the indemnities in this clause by separate contract with or on behalf of one or more of the person's mentioned in this clause.
- 19.4** The Group need not indemnify a person under this clause in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- 19.5** Where a person seeks to rely on the indemnity contained in this clause that person will:
 - 19.5.1** immediately notify the Group of any claim which gives rise or could give rise to a liability of the group to that person;
 - 19.5.2** permit the Group to conduct any negotiations and legal proceedings in respect of a claim in the name of the person and to have the sole arrangement and control of such negotiations or proceedings and to settle or compromise a claim or make any admission or payment in relation thereto;
 - 19.5.3** not make any admission without the prior written consent of the Group; and
 - 19.5.4** promptly render all reasonable assurance and co-operation as requested by the Group.