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## ORDINARY COUNCIL

ORD10

ORD10

**SUBJECT: INVESTMENT MONIES - MAY 2013**  
**FROM:** Director Governance  
**BINDER:** Investment Monies Report

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### PURPOSE OF REPORT

In accordance with Part 9, Division 5, Section 212 of the Local Government (General) Regulation 2005, a list of investments held by Council as at 31 May 2013 is provided.

### MAIN REPORT

The weighted average return on all investments was 4.51% p.a. for the month of May 2013.

It is certified that all investments have been made in accordance with Section 625 of the *Local Government Act 1993* and relevant Regulations.

The Principal Accounting Officer is the Manager Corporate Services.

Council's Investment Report is an **attachment to this report**

### FINANCIAL IMPLICATIONS

Council's investments portfolio continues to perform above the industry benchmark and the projected interest received is above the original budget estimates. Further performance information can be found in the attached investment report for May 2013.

### RECOMMENDED

**That Council:**

- i. **note that the Principal Accounting Officer has certified that all investments held by Council have been made in accordance with the *Local Government Act* and Regulations;**
- ii. **note the list of investments for May 2013; and**
- iii. **note the weighted average interest rate return of 4.51% p.a. for the month of May 2013.**

### ATTACHMENTS

1. Investment Monies - May 2013

**Attachment 1** **ORD10**

<b>The Council of Camden</b>	
Summary of Investment Portfolio as at 31 May 2013	



The Council of Camden  
Investment Summary

Purchase Date	Institution	Rating	Purchase Price	Face Value	Type	Term	Maturity	Interest Rate	Accrued Interest	Reference
3-May-12	Credit Union Australia	A-2	\$1,000,000	\$1,000,000	Term Deposits	728 days	1-May-14	5.95%	\$64,227.40	2518
10-May-12	Credit Union Australia	A-2	\$1,000,000	\$1,000,000	Term Deposits	728 days	8-May-14	5.95%	\$63,086.30	2519
27-Jul-12	Suncorp Newway	A+	\$1,000,000	\$1,000,000	Term Deposits	734 days	31-Jul-14	5.14%	\$43,513.97	2566
27-Nov-12	Bank of Queensland	A-2	\$1,500,000	\$1,500,000	Term Deposits	191 days	06-Jun-13	4.75%	\$36,308.22	2560
29-Nov-12	National Australia Bank Limited	A-1+	\$1,500,000	\$1,500,000	Term Deposits	189 days	06-Jun-13	4.68%	\$35,484.11	2561
6-Dec-12	Westpac Banking Corporation	A-1+	\$1,500,000	\$1,500,000	Term Deposits	182 days	06-Jun-13	4.45%	\$32,369.18	2564
13-Dec-12	Members Equity Bank	A-2	\$1,500,000	\$1,500,000	Term Deposits	182 days	13-Jun-13	4.60%	\$32,136.99	2565
20-Dec-12	National Australia Bank Limited	A-1+	\$1,500,000	\$1,500,000	Term Deposits	182 days	20-Jun-13	4.54%	\$30,411.78	2566
3-Jan-13	National Australia Bank Limited	A-1+	\$1,000,000	\$1,000,000	Term Deposits	161 days	13-Jun-13	4.50%	\$18,369.86	2567
3-Jan-13	Members Equity Bank	A-2	\$1,000,000	\$1,000,000	Term Deposits	182 days	04-Jul-13	4.60%	\$18,778.08	2568
10-Jan-13	Commonwealth Bank of Australia	A-1+	\$1,500,000	\$1,500,000	Term Deposits	151 days	10-Jun-13	4.70%	\$27,427.40	2569
17-Jan-13	Suncorp Newway	A-1	\$1,500,000	\$1,500,000	Term Deposits	151 days	17-Jun-13	4.38%	\$24,300.00	2570
24-Jan-13	Commonwealth Bank of Australia	A-1+	\$1,500,000	\$1,500,000	Term Deposits	151 days	30-Jan-14	4.40%	\$23,145.21	2571
24-Jan-13	Commonwealth Bank of Australia	A-1+	\$1,000,000	\$1,000,000	Term Deposits	371 days	30-Jan-14	4.40%	\$15,430.14	2572
31-Jan-13	Suncorp Newway	A-1	\$1,000,000	\$1,000,000	Term Deposits	147 days	27-Jun-13	4.35%	\$14,420.55	2573
7-Feb-13	Commonwealth Bank of Australia	A-1+	\$1,000,000	\$1,000,000	Term Deposits	364 days	06-Feb-14	4.40%	\$13,742.47	2575
7-Feb-13	National Australia Bank Limited	AA-	\$500,000	\$500,000	Term Deposits	728 days	6-Feb-15	4.50%	\$7,027.40	2576
8-Feb-13	Bendigo and Adelaide Bank Limited	A-2	\$1,000,000	\$1,000,000	Term Deposits	181 days	08-Aug-13	4.30%	\$13,312.33	2574
14-Feb-13	Suncorp Newway	A-1	\$1,000,000	\$1,000,000	Term Deposits	147 days	11-Jul-13	4.27%	\$12,517.53	2577
21-Feb-13	Suncorp Newway	A-1	\$750,000	\$750,000	Term Deposits	147 days	18-Jul-13	4.20%	\$8,630.14	2578
21-Feb-13	Suncorp Newway	A-1	\$750,000	\$750,000	Term Deposits	154 days	25-Jul-13	4.20%	\$8,630.14	2579
28-Feb-13	Westpac Banking Corporation	A-1+	\$1,000,000	\$1,000,000	Term Deposits	182 days	25-Aug-13	4.15%	\$10,573.97	2580
28-Feb-13	Westpac Banking Corporation	A-1+	\$1,000,000	\$1,000,000	Term Deposits	189 days	05-Sep-13	4.15%	\$10,573.97	2581
1-Mar-13	Westpac Banking Corporation	A-1+	\$1,000,000	\$1,000,000	Term Deposits	195 days	12-Sep-13	4.15%	\$10,460.27	2582
8-Mar-13	Macquarie Bank Limited	A-1	\$1,000,000	\$1,000,000	Term Deposits	125 days	11-Jul-13	4.20%	\$9,780.82	2584
8-Mar-13	Commonwealth Bank of Australia	A-1+	\$500,000	\$500,000	Term Deposits	214 days	08-Oct-13	4.30%	\$5,006.85	2583
14-Mar-13	Members Equity Bank	A-2	\$1,000,000	\$1,000,000	Term Deposits	133 days	25-Jul-13	4.30%	\$9,306.85	2585
21-Mar-13	Heritage Bank Ltd	*	\$750,000	\$750,000	Term Deposits	126 days	25-Jul-13	4.35%	\$8,435.62	2586
28-Mar-13	Members Equity Bank	A-2	\$500,000	\$500,000	Term Deposits	84 days	20-Jun-13	4.45%	\$3,822.33	2587
31-Mar-13	Commonwealth Bank of Australia	A-1+	\$1,400,000	\$1,400,000	Term Deposits	214 days	31-Oct-13	4.50%	\$10,701.37	2588
4-Apr-13	Members Equity Bank	A-2	\$600,000	\$600,000	Term Deposits	119 days	01-Aug-13	4.40%	\$4,195.07	2589
18-Apr-13	ING Bank (Australia) Limited	A-1	\$600,000	\$600,000	Term Deposits	154 days	19-Sep-13	4.34%	\$3,138.07	2590
26-Apr-13	Bendigo and Adelaide Bank Limited	A-2	\$900,000	\$900,000	Term Deposits	97 days	01-Aug-13	4.50%	\$3,994.52	2592
1-May-13	Commonwealth Bank of Australia	A-1+	\$1,000,000	\$1,000,000	Term Deposits	106 days	15-Aug-13	4.35%	\$3,694.52	2591
1-May-13	Westpac Banking Corporation	AA-	\$700,000	\$700,000	Term Deposits	213 days	30-Nov-13	4.40%	\$3,736.99	2594
1-May-13	Bank of Queensland	A-2	\$1,000,000	\$1,000,000	Term Deposits	736 days	7-May-15	4.35%	\$2,586.16	2593
2-May-13	Bank of Queensland	A-2	\$500,000	\$500,000	Term Deposits	56 days	27-Jun-13	4.25%	\$3,493.15	2595
6-May-13	Westpac Banking Corporation	AA-	\$2,000,000	\$2,000,000	Term Deposits	140 days	19-Sep-13	4.40%	\$1,808.22	2596
9-May-13	Commonwealth Bank of Australia	A-1+	\$1,500,000	\$1,500,000	Term Deposits	214 days	14-May-15	4.35%	\$6,197.26	2597
10-May-13	Macquarie Bank Limited	A-1	\$1,000,000	\$1,000,000	Term Deposits	139 days	26-Sep-13	4.20%	\$2,531.51	2599

As at 31 May 2013

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Attachment 1

The Council of Camden  
Investment Summary

16-May-13	Bank of Queensland	A-2	\$1,500,000	Term Deposits	175 days	07-Nov-13	4.25%	\$2,794.52	2600
17-May-13	Commonwealth Bank of Australia	A-1+	\$500,000	Term Deposits	214 days	17-Dec-13	4.25%	\$1,307.26	2603
17-May-13	Westpac Banking Corporation	AA-	\$500,000	Term Deposits	734 days	21-May-15	4.35%	\$883.84	2601
17-May-13	Westpac Banking Corporation	AA-	\$500,000	Term Deposits	1098 days	19-May-16	4.35%	\$924.93	2602
24-May-13	Commonwealth Bank of Australia	A-1+	\$1,000,000	Term Deposits	92 days	24-Aug-13	4.15%	\$909.99	2604
24-May-13	Commonwealth Bank of Australia	A-1+	\$1,000,000	Term Deposits	214 days	24-Aug-13	4.25%	\$931.51	2605
27-May-13	Suncorp Metway	A-1	\$1,000,000	Term Deposits	129 days	03-Oct-13	4.10%	\$561.64	2606
30-May-13	National Australia Bank Limited	A-1+	\$1,500,000	Term Deposits	133 days	10-Oct-13	4.10%	\$336.99	2607
31-May-13	National Australia Bank Limited	A-1+	\$1,500,000	Term Deposits	139 days	17-Oct-13	4.10%	\$168.49	2608
Totals			\$52,250,000	Call Account			3.05%	\$668,515.39	At Call
various	Commonwealth Bank of Australia	A-1+	\$530,000						
Totals			\$530,000						
			Total Face Value	\$52,780,000					

\* Heritage Bank have requested S&P no longer provide a credit rating in relation to the bank. However, Heritage is still rated by Moody's (A3 long term, P2 short term) and by Fitch (BBB+, longer term, F2 short term). Council's investment in Heritage continues to fully comply with the current Investment Policy.





The Council of Camden  
Investment Summary

Compliance with Council's adopted investment policy						
Distribution of Funds by Financial Institution						
Financial Institution	Investment Balance	Current Weighting	Investment Policy Limit	Investment Policy Compliance	Short/Long Term Rating	
Commonwealth Bank of Australia	\$12,730,000	24.12%	25%	Yes	A1+	AA-
National Australia Bank	\$7,500,000	14.21%	25%	Yes	A1+	AA-
Westpac Banking Corporation	\$8,200,000	15.54%	25%	Yes	A1+	AA-
Suncorp Bank	\$7,000,000	13.26%	15%	Yes	A1	A+
ING Bank (Australia) Limited	\$600,000	1.14%	5*	Yes	A1	A
Macquarie Bank Limited	\$2,000,000	3.79%	15%	Yes	A1	A
Bank of Queensland	\$4,500,000	8.53%	10%	Yes	A2	BBB+
Bendigo and Adelaide Bank	\$2,900,000	5.49%	10%	Yes	A2	A-
Credit Union Australia	\$2,000,000	3.79%	10%	Yes	A2	BBB+
Members Equity Bank	\$4,600,000	8.71%	10%	Yes	A2	BBB
Heritage Bank	\$750,000	1.42%	5%	Yes	A3	BBB-
<b>Total Investment</b>	<b>\$52,780,000</b>	<b>100.00%</b>				
Exposure to Rating Categories						
AAA / A1+ Category	\$24,230,000	45.91%	100%	Yes		
AA / A1 Category	\$12,800,000	24.25%	75%	Yes		
A / A2 Category	\$15,000,000	28.42%	30%	Yes		
BBB / A3 Category	\$750,000	1.42%	10%	Yes		
<b>Total Investment</b>	<b>\$52,780,000</b>	<b>100.00%</b>				
Term to Maturity Limits						
Portfolio % < 1 yr	\$47,580,000	90.15%	min 40%	Yes		
Portfolio % > 1 yr < 3 yrs	\$5,200,000	9.85%	60%	Yes		
Portfolio % > 3 yrs < 5 yrs	\$0	0.00%	30%	Yes		
* ING Bank (Australia) has a 5% investment policy limit as it is an authorised depository institution that is a foreign subsidiary bank						

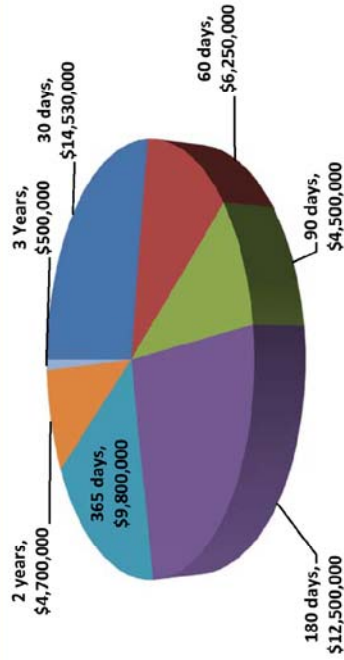
As at 31 May 2013

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Attachment 1 **ORD10**

The Council of Camden  
Investment Summary



Maturity Profile	Investment	Percentage
Less than 30 days	\$14,530,000	27.53%
Between 30 days and 60 days	\$6,250,000	11.84%
Between 60 days and 90 days	\$4,500,000	8.53%
Between 90 days and 180 days	\$12,500,000	23.68%
Between 180 days and 365 days	\$9,800,000	18.57%
Between 365 days and 2 years	\$4,700,000	8.90%
Between 2 years and 3 years	\$500,000	0.95%
<b>Total Investment</b>	<b>\$52,780,000</b>	<b>100.00%</b>

NUMBER OF INVESTMENTS	50
AVERAGE DAYS HELD	270
AVERAGE PERCENTAGE	4.44%
WEIGHTED PORTFOLIO RETURN	4.51%
CBA CALL ACCOUNT	3.05%
HIGHEST RATE	5.95%
LOWEST RATE	4.10%
BUDGET RATE	4.75%
OFFICIAL CASH RATE	2.75%
AVERAGE BBSW (30 Day)	2.83%
AVERAGE BBSW (90 Day)	2.82%
AVERAGE BBSW (120 Day)	2.79%

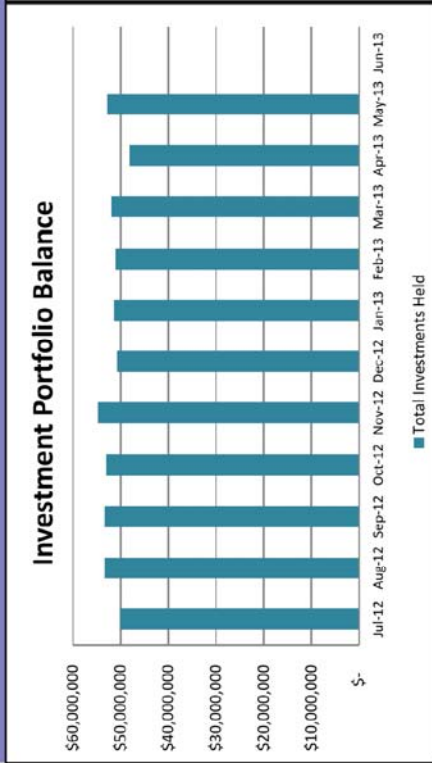
SOURCE OF FUNDS INVESTED	Amount
SEC 94 DEVELOPER CONTRIBUTIONS	\$23,034,700
RESTRICTED GRANT INCOME	\$496,400
EXTERNALLY RESTRICTED RESERVES	\$8,126,900
INTERNALLY RESTRICTED RESERVES	\$19,698,500
GENERAL FUND	\$1,423,500
<b>TOTAL</b>	<b>\$52,780,000</b>

As at 31 May 2013

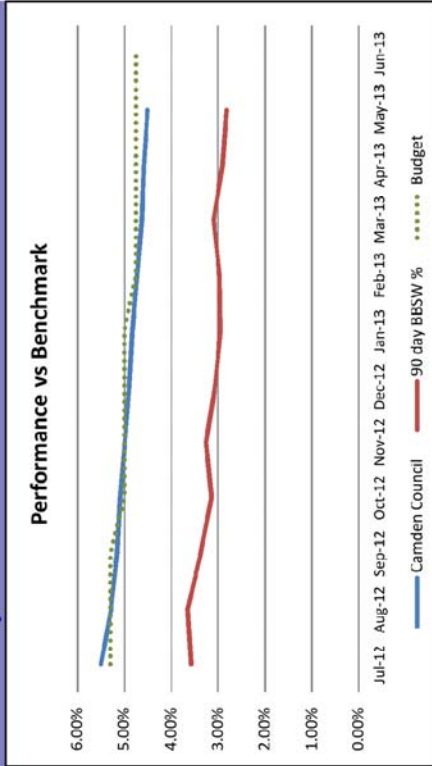
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The Council of Camden  
Investment Summary



Council's investment portfolio has increased by \$4,660 million since the April reporting period. The increase primarily relates to the receipt of the final rates instalment for the 2012/13 financial year, and an increase in Section 94 Development Contributions revenue through continued development within the LGA.



Council's portfolio had a weighted average yield of 4.51%pa for the month of May, strongly outperforming the UBS 90 day Bank Bill Swap Rate of 2.82%pa.

INTEREST RECEIVED DURING 2012/13 FINANCIAL YEAR				
	May	Cumulative (since 1 July)	Projected Interest	Original Budget
General Fund	\$93,816	\$1,056,287	\$1,150,400	\$957,800
Restricted	\$102,394	\$1,278,099	\$1,369,000	\$924,200
<b>TOTAL</b>	<b>\$196,210</b>	<b>\$2,334,386</b>	<b>\$2,519,400</b>	<b>\$1,882,000</b>



# Attachment 1 ORD10

## The Council of Camden Investment Summary

<p><b>Standard &amp; Poor's Ratings Description</b></p> <p>Standard &amp; Poor's (S&amp;P) is a professional organisation that provides analytical services. An S&amp;P rating is an opinion of the general creditworthiness of an obligor with respect to particular debt security or other financial obligation — based on relevant risk factors.</p> <p>Credit ratings are based, in varying degrees, on the following considerations:</p> <ul style="list-style-type: none"> <li>• Likelihood of payment.</li> <li>• Nature and provisions of the obligation.</li> <li>• Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights.</li> </ul> <p>The issue rating definitions are expressed in terms of default risk.</p> <p><b>S&amp;P Short-Term Obligation Ratings are:</b></p> <p><b>A-1:</b> This is the highest short-term category used by S&amp;P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.</p> <p><b>A-2:</b> A short-term obligation rated A-2 is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.</p> <p><b>A-3:</b> A short-term obligation rated A-3 exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.</p>	<p><b>S&amp;P Long-Term Obligations Ratings are:</b></p> <p><b>AAA:</b> An obligation/obligor rated AAA has the highest rating assigned by S&amp;P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.</p> <p><b>AA:</b> An obligation/obligor rated AA differs from the highest rated obligations only in a small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.</p> <p><b>A:</b> An obligation/obligor rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligor in higher rated categories. However, the obligors' capacity to meet its financial commitment on the obligation is still strong.</p> <p><b>BBB:</b> An obligation/obligor rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to the obligor to meet its financial commitment on the obligation.</p> <p><b>Unrated:</b> Financial institutions do not necessarily require a credit rating from the various ratings agencies such as Standard and Poor's and these institutions are classed as "Unrated". Most Credit Unions and Building Societies fall into this category. These institutions nonetheless must adhere to the capital maintenance requirements of the Australian Prudential Regulatory Authority (APRA) in line with all Authorised Deposit Taking Institutions (Banks, Building Societies and Credit Unions).</p> <p><b>Plus (+) or Minus (-):</b> The ratings from "AA" to "BBB" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories. Each new investment and investment recall requires two authorised signatories.</p>
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As at 31 May 2013

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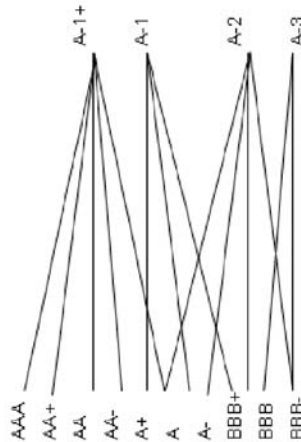
The Council of Camden  
Investment Summary

CreditWatch highlights an emerging situation, which may materially affect the profile of a rated corporation and can be designed as positive, developing or negative. Following a full review the rating may either be affirmed or changed in the direction indicated.

A Rating Outlook assesses the potential direction of an issuer's long-term debt rating over the intermediate-to-long term. In determining a Rating Outlook, consideration is given to possible changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a ratings change or future CreditWatch action. A "Rating Outlook – Positive" indicates that rating may be raised. "Negative" means a rating may be lowered. "Stable" indicates that ratings are not likely to change. "Developing" means ratings may be raised or lowered.

**S&P Ratings Correlations**

The standard correlation of short-term ratings with long-term ratings is shown below.



**Profile of Recently Invested Institutions**

**Bank of Queensland (S&P: A2/BBB+)** – Australia-wide bank with Queensland as its core market segment. BoQ is listed on the Australian stock exchange with around \$40b in assets. Deposits make up 59% of total funding, wholesale funds 28%, and securitisation 15%. Its latest profit was -\$17m (12 months to Aug 2012), however this included a \$401m impairment on loans and its Tier 1 Capital Adequacy Ratio was 9.4% (Nov 2012).

**Bendigo and Adelaide Bank (S&P: A2/A)** – Regional and community-focused bank that operates nationwide. The bank is listed on the Australian stock exchange with around \$57b in assets. Deposits make up 80% of its total funding, 12% from securitisation, and 8% from wholesale funding. Its latest profit was \$189m (6 months to Dec 2012), and its Tier 1 Capital Adequacy Ratio was 9.3% (Dec 2012).

**CUA (S&P: A2/BBB+)** – CUA is Australia's largest credit union with over \$9b in assets. CUA relies on customer deposits for about 70% of its funding, while securitisation makes up 25% of its funding requirements. Its latest profit was \$24m (6 months to Dec 2011) and its Tier 1 Capital Adequacy Ratio was 14.6% (Dec 2012).

**Heritage Bank (Moody's: P2/A3)** – Queensland based bank that has over \$8b in assets. Heritage relies on customer deposits for about 50% of its funding, securitisation makes up 23% and wholesale funds around 20%. Its latest profit was \$19.6m (6 months to December 2012) and its Tier 1 Capital Adequacy Ratio was 10.2% (Dec 2012).

**ME Bank (S&P: A2/BBB)** - ME Bank is owned by industry super funds and has assets of nearly \$12b. ME Bank has a heavy reliance on securitization (57% of funding as of Jun 2012) however it is planning to reduce this to 25% by increasing its customer deposits (which make up only 30% of its funding). Its latest profit was \$4.7m (12 months to June 2012) and its Tier 1 Capital Adequacy Ratio was 11.3% (Dec 2012).

As at 31 May 2013

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## ORDINARY COUNCIL

ORD11

**SUBJECT:** 2012/13 LOAN BORROWINGS  
**FROM:** Director Governance  
**BINDER:** Loan Borrowings

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### PURPOSE OF REPORT

At this time each year Council considers its loan borrowings, although the amount to be borrowed by Council is already adopted as part of the 2012/13 Operational Plan, historically we do not take up the loan until the end of the financial year.

### MAIN REPORT

Council approved loan borrowings of \$1,600,000 in its 2012/13 Operational Plan. This loan is used to part fund Council's capital works program. A review of Council's indicative budget position as at 30 June 2013 has identified that Council can reduce its dependence on loan borrowings for 2012/13 to \$1,300,000. The savings realised in principal and interest repayments in Council's long term financial plan is \$414,000 (interest component \$114,000).

#### Indicative Loan Rate

Following a call for quotations from 11 banks and 2 credit unions, it is recommended that Council accept the offer from the Commonwealth Bank for a \$1,300,000 loan based on a ten (10) year loan with bi-annual principal and interest repayments at a fixed interest rate of 5.42% per annum.

### CONCLUSION

Although Council had an adopted loan borrowing program for the 2012/13 Operational Plan of \$1,600,000, upon consideration of Council's current financial position it would be fiscally responsible to reduce the amount borrowed to \$1,300,000.

### RECOMMENDED

**That:**

- i. the offer of loan funds of \$1,300,000 from the Commonwealth Bank for a period of ten (10) years with bi-annual principal and interest payments at a fixed rate of 5.42% per annum be accepted; and
- ii. the seal of Council be authorised to be affixed to the necessary loan documents.



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## ORDINARY COUNCIL

ORD12

ORD12

**SUBJECT:** MEMORANDUM OF UNDERSTANDING - HARRINGTON PARK STAGE 2 CONTRIBUTIONS FOR VEGETATION MAINTENANCE WORKS IN TRANCHE 1 (DA 982/2008) AND TRANCHE 9 (DA 453/2010), ORAN PARK PRECINCT

**FROM:** Acting Director Works & Services

**BINDER:** Grants - Natural Resources - Natural Resources Grants 2013

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### PURPOSE OF REPORT

The purpose of this report is to seek Council's endorsement to receive \$150,000 (excl GST) in funding for vegetation maintenance works in accordance with the Memorandum of Understanding – Harrington Park Stage 2 Contributions for Vegetation Maintenance Works in Tranche 1 (DA 982/2008) and Tranche 9 (DA 453/2010), Oran Park Precinct.

### BACKGROUND

The Harrington Park Planning Agreement between the NSW Department of Planning and Infrastructure and the developer, Dandaloo Pty Limited (developer) was executed on 27 June 2011.

The agreement provides that the developer will make various contributions to the NSW Minister for Planning and Infrastructure on the terms and conditions of the planning agreement. Among other things, the agreement requires a cash contribution to be paid by the developer in the amount of \$150,000 (excl GST) to be used for vegetation rehabilitation works, on the land subject to the Harrington Park Planning Agreement, at the discretion of the Director General of NSW Department of Planning and Infrastructure.

In consultation with the NSW Government's Office of Environment and Heritage, the Director General has formed the view that these works may be undertaken by Council in accordance with a Memorandum of Understanding.

### MAIN REPORT

Council Officers have liaised with officers from the NSW Department of Planning and Infrastructure to prepare a Memorandum of Understanding to receive the \$150,000 (excl GST) to undertake vegetation maintenance works in Tranche 1 and 9 of the Oran Park Precinct. A copy of the Memorandum of Understanding – Harrington Park Stage 2 Contributions for Vegetation Maintenance Works in Tranche 1 (DA 982/2008) and Tranche 9 (DA 453/2010), Oran Park Precinct is attached.

In receiving the \$150,000 (excl GST), Council is committing to undertaking the works in accordance with the terms of the requirements outlined in the Memorandum of Understanding.

As the land in which the vegetation maintenance works are to undertaken on, have not been transferred into Council's ownership, it is a condition that the contribution amount

is to be held in a restricted assets account by Council and be expended as early as practicable upon the transfer of land known as Tranches 1 and 9 Oran Park Precinct.

The Memorandum of Understanding is now ready to be executed. It is recommended that Council endorse the acceptance of the funds and delegate authority to the General Manager to execute the Memorandum of Understanding.

### **FINANCIAL IMPLICATIONS**

Council will receive \$150,000 (excl GST) to undertake vegetation maintenance works in accordance with the Memorandum of Understanding. As the proposed location for works has not been transferred to Council's ownership, the funds are to be held in a restricted assets account until such time the land is fully transferred into Council's ownership and the works can commence. A clause has been included in their Memorandum of Understanding confirming this.

### **CONCLUSION**

Council Officers have liaised with officers from the NSW Department of Planning and Infrastructure to prepare a Memorandum of Understanding to receive the \$150,000 (excl GST) to undertake vegetation maintenance works in Tranche 1 and 9 of the Oran Park Precinct.

As the land on which the vegetation maintenance works are to be undertaken is not in Council's ownership, the funds are to be held in a restricted assets account until such time the land is transferred into Council's ownership and the works can commence.

### **RECOMMENDED**

**That Council:**

- i. endorse the acceptance of \$150,000 (excluding GST) in accordance with the Memorandum of Understanding – Harrington Park Stage 2 Contributions for Vegetation Maintenance Works in Tranche 1 (DA 982/2008) and Tranche 9 (DA 453/2010), Oran Park Precinct;**
- ii. delegate authority to the General Manager to execute the Memorandum of Understanding; and**
- iii. hold the \$150,000 in a restricted assets account until such time the land is fully transferred into Council's ownership and the works can commence.**

### **ATTACHMENTS**

1. MOU Harrington Park - Stage 2

**Harrington Park Stage 2 Contributions for Vegetation Maintenance Works in Tranche 1 (DA 982/2008) and Tranche 9 (DA 453/2010), Oran Park Precinct.**

**Memorandum of Understanding**

Between

NSW Department of Planning and Infrastructure (“DP&I”)

And

Camden Council (“Council”)

**Purpose of the Memorandum of Understanding (MOU)**

This Memorandum of Understanding ('MOU') is between the NSW Department of Planning and Infrastructure (DP&I) and Camden Council ('Council') to undertake the works outlined in Schedule A ('Schedule of Maintenance Works') to implement part of the Harrington Park Planning Agreement. The general terms and conditions for funding the works are listed in Schedule B.

**Background**

The Harrington Park Planning Agreement was executed on 27 June 2011. A copy of the executed agreement has been provided to Camden Council to satisfy the requirements of section 93G(4) of the *Environmental Planning and Assessment Act 1979*.

The agreement provides that the developer (Dandaloo Pty Limited) will make various contributions to the NSW Minister for Planning and Infrastructure on the terms and conditions of the planning agreement.

Among other things, the agreement requires a cash contribution to be paid by the developer in the amount of \$150,000 to be used for vegetation rehabilitation works, on the land subject to the Harrington Park Planning Agreement, at the discretion of the Director General of NSW Department of Planning and Infrastructure ('Director General').

In consultation with the NSW Government's Office of Environment and Heritage, the Director General has formed the view that these works may be undertaken by Camden Council ('Council') in accordance with this Memorandum of Understanding.

**Council's Undertakings**

Council Officers have agreed to receive the contribution and undertake the works in accordance with the terms of the requirements outlined in this Memorandum of Understanding.

In particular, Council has agreed that:

- the contribution of \$150,000 ('the contribution amount') is to be held in a restricted assets account by Council and be expended as early as practicable upon the transfer of Land known as Tranches 1 and 9 in this MOU;
- the contribution amount will be recognised in Council's statements as an externally restricted assets account; and
- Council will undertake the itemised works and meet the specified timeframes listed within the Schedule of Works (Schedule A).

**Administrative Procedures**

Once the developer makes a lump sum payment of \$150,000 for the DECCW Contribution to the Department, the payment will then be forwarded to Council for action as outlined above.

Signed on behalf of the  
Director General  
Department of Planning and Infrastructure

.....

Date.....

Signed on behalf of Camden Council  
by the General Manger

.....  
Ron Moore

Date.....

**Schedule A – Schedule of Maintenance Works**

Council has agreed to undertake maintenance works (works) in the areas identified as Tranches 1 & 9 (the Land) on the diagram attached to this MOU (identified as Appendix 1) and in accordance with the timetable, identified as 'A.1'.

**Tasks**

Council will develop annual Vegetation Maintenance Plans (VMP) for Tranches 1 and 9, prior to each relevant milestone shown in the timetable.

The Vegetation Maintenance Plans will principally address weeding activities. However, maintenance outcomes will be determined by vegetation condition at the completion of the VMPs for each Tranche.

At the time the Vegetation Maintenance Plans are developed, Council will seek quotes from contractors to undertake the maintenance works, as set out in a brief.

**Tranche 1**

- The maintenance works will include maintenance of bush regeneration, revegetation and reseeding areas identified in the VMP (96,015m<sup>2</sup>).
- Works associated with bio-retention /stormwater basins and spillways (4,397 m<sup>2</sup>) are excluded.
- The total area subject to maintenance works is 96,015m<sup>2</sup> and the rate of maintenance is 20 cents/m<sup>2</sup> (maintaining current rate of the VMP in Year 5).
- Over 5 years the total value of maintenance works will be \$96,015.

**Tranche 9**

- The maintenance works will include maintenance of bush regeneration, revegetation and direct seeding areas (including Aboriginal Heritage Conservation Zone) identified in the VMP.
- Total area to be worked is 37,809 m<sup>2</sup>.
- Rate of maintenance is 40 cents/m<sup>2</sup> for Years 1 & 2 (maintains current rate of VMP in Year 5), and 20 cents/m<sup>2</sup> for Years 3, 4 & 5.
- Over 5 years the total value of maintenance works will be \$52,932.60.



**Time Table A.1****Indicative time table for expenditure of the contribution**

Milestone Year	Tranche 1	Tranche 9	Sundries	Totals
<i>VMP prepared prior to 2015</i>				
2015	\$19,203.00			\$ 19,203.00
<i>VMP prepared prior to 2016</i>				
2016	\$19,203.00			\$ 38,406.00
<i>VMP(s) prepared prior to 2017</i>				
2017	\$19,203.00	\$15,123.60		\$ 72,732.60
<i>VMP(s) prepared prior to 2018</i>				
2018	\$19,203.00	\$15,123.60		\$107,059.20
<i>VMP(s) prepared prior to 2019</i>				
2019	\$19,203.00	\$ 7,561.80		\$133,824.00
<i>VMP prepared prior to 2020</i>				
2020		\$ 7,561.80		\$141,385.80
<i>VMP prepared prior to 2021</i>				
2021		\$ 7,561.80		\$148,947.60
Sundries			\$ 1,052.40	\$ 1,052.40
<b>Total</b>	<b>\$ 96,015.00</b>	<b>\$ 52,932.60</b>	<b>\$ 1,052.40</b>	<b>\$150,000.00</b>

**Note:** The above dates are indicative only and are dependent on the Land being transferred to Council's ownership

**Schedule B - Terms and Conditions****Funding Acceptance**

1. Council confirms acceptance of the Terms and Conditions contained in this MOU and any special conditions included in separate correspondence from DP&I.

**Commencement of Works**

2. This agreement is conditional on the Land being transferred into Council's ownership. The parties agree that no works will commence until this condition is fulfilled.
3. Should the Land not be transferred to Council's ownership by the date of the Time Table A.1 set out on page 5 of this agreement, Council will prepare a new time table of works.

**Timeframe for Completion of Works**

4. Unless otherwise agreed by DP&I in writing, the works described in Schedule 'A' must be completed by 31<sup>st</sup> December, 2022.

**Project Manager**

5. Council must as soon as practicable notify DP&I in writing of its nominated Project Manager who will liaise with DP&I for the duration of the works.

The role of the Project Manager is to:

- liaise with the DP&I for the duration of the works; and
- Coordinate works in accordance with the agreement; and
- Ensure that all works comply with the associated regulatory requirements; and
- Prepare and submit progress reports as required; and
- Prepare and submit the final report including financial statement on completion of the works.

**Project Responsibility**

6. Council acknowledges and agrees that it is solely responsible for the delivery and completion of the works. Council must ensure that it and any organisation or person engaged to carry out the works as described in Schedule A must adhere to all regulatory requirements associated with the carrying out of the works.

**Changes to the scope of works**

7. Funding under this MOU must be solely spent on the works described in Schedule A. The scope of the works cannot be changed without the prior written agreement from DP&I. A change in the nominated Project Manger must be advised to DP&I as soon as practicable.

**Insurance**

8. For the duration of the works to be completed, Council must hold appropriate insurance policies for public liability, workers compensation and professional indemnity.

**Project Reporting**

9. Council must provide a progress report for the works at the end of each calendar year to the DP&I and the Office of Environment and Heritage, and at any other time requested by DP&I. Such progress reports should refer specifically to the milestones and progress requirements in Schedule A. A final project report and final financial statement is required to be submitted by Council to DP&I on completion of the works.
  - 9.1 The first annual progress report must be provided to the DP&I within one month of finalisation of the first Vegetation Maintenance Plan, and subsequently in January of each year until the completion of all works. The annual progress report shall include, but not necessarily limited to:
    - a) a description of works completed during the reporting period and works to be undertaken within the subsequent reporting period;
    - b) a description of the roles and responsibilities for all relevant and key employees involved in the preparation of the report;
    - c) report on the compliance status of the works against the milestones and expenditure requirements outlined in Schedule A; and
    - d) actions undertaken or to be undertaken to rectify any non-compliance identified.
  - 9.2 Council shall comply with any reasonable and feasible requirement(s) of the Director General arising from the Department's review of the annual progress report.

**Project Review and Evaluation**

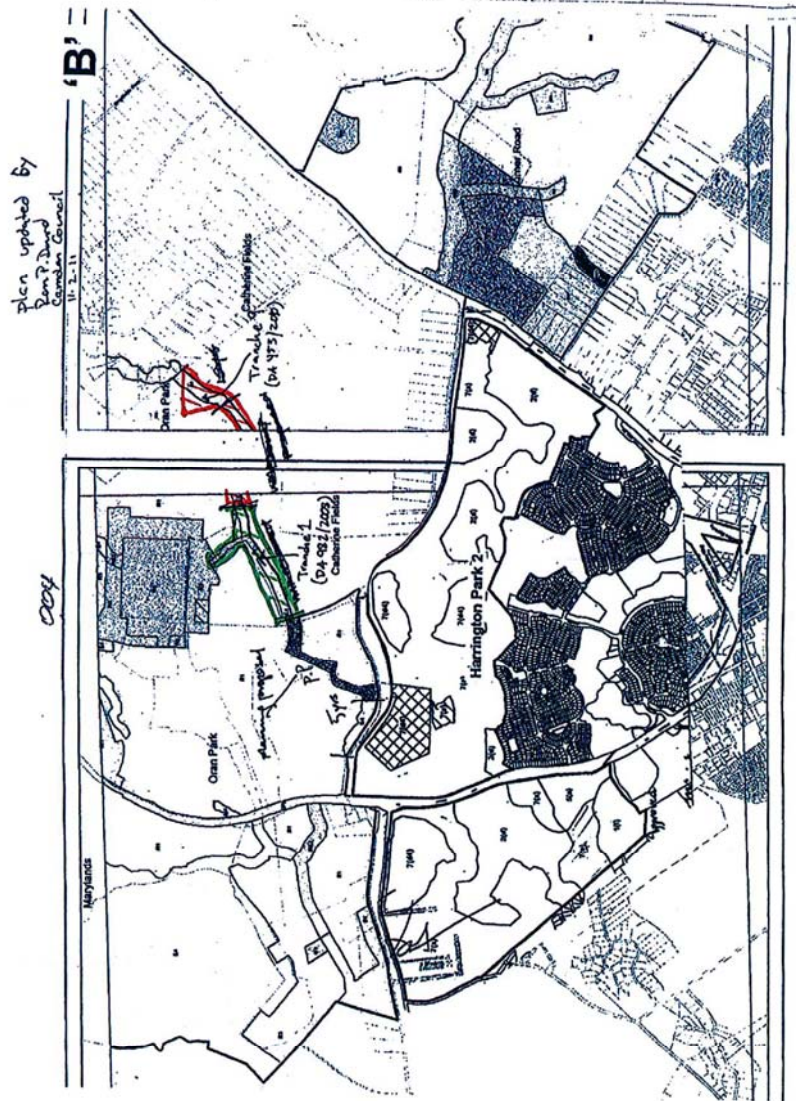
10. DP&I may assess the Project's progress or delivery at any stage. DP&I may engage independent contractors to do this. Council must make all relevant records available for scrutiny for this purpose.

**GST**

- 11.1 Council must provide details to DP&I of its current Australian Business Number ("ABN") or otherwise to confirm that it is sponsored by an organisation holding an ABN.
- 11.2 Where either party ('the supplying party') makes a taxable supply to another party ('the receiving party'), the receiving party must pay an additional amount when it pays or provides that GST exclusive consideration, equal to the value of that GST exclusive consideration, multiplied by the prevailing GST rate.
- 11.3 The receiving party is not required to pay any amount of GST to the supplying party unless the supplying party has issued tax invoice to the receiving party.
- 11.4 For this purpose of this clause, 'GST' refers to goods and services tax imposed by any law including A New Tax System (Goods & Services Tax) Act 1999.

**Breach of Conditions**

12. Failure to comply with these or any additional conditions imposed by the DP&I may result in the termination of this Memorandum of Understanding and/or repayment of part or all of the contribution.



ORD12

Attachment 1

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## ORDINARY COUNCIL

ORD13

**SUBJECT: FUNDING OF CAMDEN NAIDOC CELEBRATIONS 2013**  
**FROM:** Acting Director Works & Services  
**BINDER:** Community Services\NAIDOC

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### PURPOSE OF REPORT

To advise of funding and seek Council endorsement to accept funding made available to Council through Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA) and NSW Department of Aboriginal Affairs for delivery of Camden National Aboriginal and Islander Day Observance Committee (NAIDOC) 2013 activities.

### BACKGROUND

Council has facilitated a NAIDOC celebration, usually in the form of a flag raising ceremony, for over a decade.

In 2010 the Mygunyah Camden Aboriginal Residents Group was formed acknowledging our indigenous ancestry and strengthening our relations.

Two applications for funding were made to assist Council in partnership with the group to deliver Camden's NAIDOC activities.

Both applications were successful attracting \$1300 (exc GST) through FaHCSIA Indigenous Capability and Development Program (ICAD) and \$665 (exc GST) through the Office of Aboriginal Affairs.

### MAIN REPORT

Camden NAIDOC celebrations scheduled for July 9 with the addition of funds will now include:

- *An official flag raising outside the Camden Council Administration office acknowledging NAIDOC, building linkages between Council and community.*
- *A walk to the Camden Town Farm for a family event celebrating our Aboriginal heritage including a bush food BBQ, children's activities and a variety of traditional performances.*

The celebrations will enact the vision of the recently formed Mygunyah Camden Aboriginal Residents Group who aim to raise the profile of Aboriginal and Torres Strait Islander people in the Camden area through provision of an authentic cultural experience.

The aim of the event is to attract attendance and participation of the local Aboriginal and Torres Strait Islander and wider community (indigenous and non-indigenous) promoting interaction, cohesion and understanding across cultures and age groups.



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## **FINANCIAL IMPLICATIONS**

Acceptance of funding will have no impact upon Council's budgets yet will allow the provision of a valuable community event.

In kind support for the event is also being supplied by several local services.

## **CONCLUSION**

Funding of \$1,965 from FaHCSIA and the Office of Aboriginal Affairs for this event will enable Council to offer an improved program for NAIDOC and support the vision of the Mygunyah Camden Aboriginal Residents Group.

## **RECOMMENDED**

**That Council:**

- i. endorse the acceptance of funds totalling \$1965 (exclusive of GST) from FaHCSIA (\$1300) and Office of Aboriginal Affairs (\$665) for NAIDOC celebrations; and**
- ii. write to the FaHCSIA and the Office of Aboriginal Affairs thanking them for their support.**

## ORDINARY COUNCIL

ORD14

**SUBJECT: GRANT FOR INTEGRATING ABORIGINAL PATHWAYS IN NATURAL RESOURCE MANAGEMENT IN THE CAMDEN LGA PROJECT**

**FROM:** Acting Director Works & Services

**BINDER:** Grants and Subsidies/Natural Resources/Natural Resources Grants 2013

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### PURPOSE OF REPORT

To advise Council of the successful funding application “*Integrating Aboriginal Pathways in NRM in the Camden LGA*” for \$10,229.80 (incl GST) through the Australian Governments Caring for Our Country Program administered by the Hawkesbury Nepean Catchment Management Authority, and to seek Council’s endorsement to accept the funding.

### BACKGROUND

In October 2012, Council staff participated in the Hawkesbury Nepean Catchment Management Authority’s Aboriginal Natural Resource Management Forum which introduced the Pathways Project. This project provides funding to improve native bushland on areas of land that the Aboriginal Community has identified as culturally important.

### MAIN REPORT

The Hawkesbury Nepean Catchment Management Authority with funding from the Australian Governments Caring for Our Country Program is offering local councils, community groups and non-profit organisation funding to:

- allow all Aboriginal people in the region to have a say in what areas have cultural importance; and
- assist Aboriginal people to improve some of these areas, through an environmental improvement project.

Council submitted an application for \$10,229.80 (incl. GST) to deliver “*Integrating Aboriginal Pathways in NRM in the Camden LGA*” which will engage the local Aboriginal community in natural resource management through Council’s Bushcare Program.

It is proposed that participants will be engaged through the Mygunyah Camden Aboriginal Residents Group and local Aboriginal organisations. Groups will also be integrated with the Kings Bush Bushcare Group through Bushcare sessions, training and events. The longer term involvement of Pathways participants in Council’s Bushcare Program will be evaluated and determined through consultation with Pathways participants as part of the project.

Council has received notification from the Hawkesbury Nepean Catchment Management Authority that its application was successful. The Hawkesbury Nepean Catchment Management Authority has requested successful applicants execute the Project Service Agreement (copy attached) to confirm Council’s participation in the program. It is noted that the Project Service Agreement identifies that the project is to have commenced prior to 30 June 2013 with an interim final report provided by mid-

August 2013 in order for the Hawkesbury Nepean Catchment Management Authority to meet its reporting requirements to the Australian Government.

To meet the commencement requirements Council will purchase the identified bush regeneration tools prior to 30 June 2013. It is envisaged that participants will commence the project on National Tree Day 2013 on July 28 at Ron Dine Reserve, South Camden. They will undertake planting together with the Camden community.

### **FINANCIAL IMPLICATIONS**

Council has been successful in its funding application for \$10,229.80 (incl GST) from the Hawkesbury Nepean Catchment Management Authority Pathways Project. In the application for funding, Council identified in-kind support and materials through the provision of planting materials on National Tree Day 2013, a tour of bushland and Bushcare sites as part of the Bushcare Major Day out on Sunday 8 September 2013, and staffing costs relating to project management, administration, promotion, education and ancillary costs.

### **CONCLUSION**

Council has been successful in its funding application for \$10,229.80 (incl GST) from the Hawkesbury Nepean Catchment Management Authority Pathways Project. The project '*Integrating Aboriginal Pathways in NRM in the Camden LGA Project*' provides valuable funding and a process to integrate the local Aboriginal community in Camden Bushcare and other natural resource programs in the Camden LGA. In order for Council to confirm its participation in this Program, the Project Service Agreement needs to be signed and a copy returned to the Hawkesbury Nepean Catchment Management Authority.

### **RECOMMENDED**

**That Council:**

- i. endorse Council's participation in the Hawkesbury Nepean Catchment Management Authority Pathways Project through the delivery of 'Integrating Aboriginal Pathways in NRM in the Camden LGA';**
- ii. write to the Hawkesbury Nepean Catchment Management Authority thanking them for the grant; and**
- iii. delegate to the General Manager authority to sign the Project Service Agreement for immediate return to the Hawkesbury Nepean Catchment Management Authority.**

### **ATTACHMENTS**

- 1. Project Services Agreement**

ORD14

**Hawkesbury Nepean Catchment Management Authority**  
**PROJECT SERVICES AGREEMENT**

<b>Catchment Management Area/s:</b> HAWKESBURY NEPEAN		
<b>Name of Project:</b> Integrating Aboriginal Pathways in Natural Resource Management in the Camden LGA		
<b>SAP/WBS number:</b> NH-1323-16-08		
<i>Project ID number:</i> <b>HN9612</b> (HNCMA use only)		
<i>Agreement No:</i>		
Start Date: 30 May 2013	End Date: 31 August 2013	Duration: months 4

\* Note: The dates entered here should accurately reflect the actual timeframe to undertake and complete this project. Should an extension of time be required please notify the HNCMA.

This Agreement is made by the Hawkesbury Nepean Catchment Management Authority with a Collaborator of the New South Wales government.

The Agreement Amount will be paid in instalments outlined in Schedule 4, subject to the approval of the HNCMA Board. Unless otherwise agreed, payments are to be based upon and subject to the achievement of the project milestones (refer to schedule 3, - Project Milestones).

Attachment 1

## PROJECT SERVICES AGREEMENT

### Collaborator Details


**Name of Collaborator:** Camden Council  
**Address:** PO Box 183 Camden NSW 2570  
**Australian Business Number:** 31 117 341 764  
**Are you registered for GST?** Yes  
**Contact Person:** Robert Corby  
**Address :** As above  
**Phone:** (02) 4645 5048      **E-mail:** [robert.corby@camden.nsw.gov.au](mailto:robert.corby@camden.nsw.gov.au)  
**Fax:** (02) 4654 7829

### Hawkesbury Nepean Catchment Management Authority Contact Details

**Authority's Representative:** Bernie Bugden  
**Address:** PO Box 2048, Goulburn NSW 2580  
  
**Phone:** 02 4828 6747 **Fax:** 02 4828 6750  
**E-mail:** [bernie.bugden@cma.nsw.gov.au](mailto:bernie.bugden@cma.nsw.gov.au)

Upon execution of this Agreement by the Collaborator and the Hawkesbury Nepean Catchment Management Authority (Authority) the Collaborator agrees to perform the Project in accordance with the Project Specification set out Schedule 1, and any documents referred to therein, in consideration for which the Authority agrees to pay the Collaborator the Agreement Amount shown in Schedule 2, all subject to the terms and General Conditions of Agreement and Special Conditions of Agreement (if any), set out below.

Signed as an agreement on the 11<sup>th</sup> day of JUNE 2013

Signed for & on behalf of the Authority	Signed for & on behalf of the Collaborator
Signature <u></u>	Signature _____
Name printed: <u>Bernie Bugden</u>	Name printed _____
Position: <u>General Manager HNCMA</u>	Position _____

ORD14

Attachment 1

## SCHEDULE 1 – PROJECT SPECIFICATION

### PROPOSAL AS SUBMITTED:

CARING FOR OUR COUNTRY PROGRAM: 2011/12  
CATCHMENT MANAGEMENT AUTHORITY: Hawkesbury - Nepean.

### PROJECT PROPONENT:

Organisation	Contact / Phone / Email
<b>Camden Council</b>	<b>Robert Corby</b> P: (02) 4645 5048 E: <a href="mailto:robert.corby@camden.nsw.gov.au">robert.corby@camden.nsw.gov.au</a>
Roles & Responsibilities:	<b>Manage contractors for management of sites identified by Aboriginal community</b>

### PROJECT DESCRIPTION:

The project will engage the local Aboriginal community in natural resource management through Council's Bushcare Program. Participants will be engaged through the Mygunyah Camden Aboriginal Residents Group and other local Aboriginal organisations and groups. The Pathways participants will then be integrated with the Kings Bush Bushcare group through a number of introductory sessions and events. The longer term involvement of Pathway participants will be evaluated and determined through consultation with Pathways participants.

### PROJECT PARTNERS:

Organisation	Contact / Phone / Email
<b>Mygunyah Camden Aboriginal Residents Group</b>	<b>Fiona Devine</b> P: 02 4645 5084 E: <a href="mailto:Fiona.Devine@camden.nsw.gov.au">Fiona.Devine@camden.nsw.gov.au</a>
Roles & Responsibilities:	<b>Community development officer</b> <b>Support and facilitation of local Aboriginal group</b>

### COORDINATION:

INDIGENOUS COMMUNITIES: This project is to help to protect and enhance places identified by Aboriginal individuals and groups. There will be coordination of project outcomes by liaison between the council and Aboriginal groups.



**LOCATION AND SCALE OF PROJECT:**

Area	Name
Catchment:	Hawkesbury-Nepean
Landscape	Warragamba
Local Government Area:	Camden
Individual Properties: (Lot/DP)	Lot 57 DP 239467

***ABORIGINAL CULTURAL HERITAGE:***

All Aboriginal places and objects are protected under the *National Parks and Wildlife Act 1974* and it is an offence to knowingly destroy damage or deface them without the prior consent of the Department of Environment, Climate Change and Water (DECCW).

An Aboriginal Heritage Information System (AHIMS) search will be completed for all on-ground projects involving ground disturbance and will be reviewed by the HNCMA Indigenous Community Support Officer to ensure cultural sites or artefacts are not negatively impacted by the project works.

AHIMS does not represent a comprehensive list of all Aboriginal objects or Aboriginal places in a specified area. A report lists recorded sites only. In any given area there may be a number of undiscovered and/or unrecorded Aboriginal objects. In the event that any Aboriginal objects are found where project work is occurring or planned to occur, work will cease immediately and you must contact the Hawkesbury-Nepean Catchment Management Authority. The HNCMA Aboriginal Catchment Officer will determine whether the project works are likely to impact those objects. If no impact will occur, work can proceed as planned. Where an impact is considered likely the project should either be redesigned where possible to avoid impacts, or a permit to destroy under the *National Parks & Wildlife Act 1974* must be obtained from the Department of Environment, Climate Change and Water before works can proceed.

The HNCMA Aboriginal Community Support Officer is also available to provide assistance to community groups wishing to develop partnerships with their local Aboriginal community.

ORD14

**PROJECT OUTPUTS AND NRM OUTCOMES:**

HNCMA TARGETS THE PROJECT WILL CONTRIBUTE TO:

Target contributed to
MT C1-4 Indigenous land management
Identifying, protecting, enhancing and rehabilitating sites of Indigenous Cultural significance.

**PROJECT OUTPUTS AND MEASURES:**

CODE	STANDARD OUTPUTS	Output Measure
<b>Capacity Building Activities</b>		
CB 1.1	Number of awareness raising events such as demonstrations, field days or study tours conducted	4
CB 2.11	Number of participants(training sessions, workshops or seminars)	12
CB 5.1	Number of community groups OR projects assisted	TBN
HNCB53 .031	Number Aboriginal group participants	TBN
HNCB53 .07	Number of Aboriginal trainees(informal training)	TBN
<b>On Ground Works</b>		
OG 3.4	Terrestrial native vegetation enhanced/rehabilitated	TBN
<b>Planning</b>		
P6.1	Number of AHIMS searches completed	1 each site area
<b>Resource Assessment</b>		
RA5.11	area (Ha) of these sites protected, enhanced or rehabilitated	TBN
RA5.1	Area (Ha) of Catchment surveyed for indigenous cultural sites	TBN

Attachment 1

**SOCIAL AND/OR ECONOMIC IMPACTS OF THE PROJECT:****PROJECT COSTS AND BUDGET:**

Source	Net Amount	Source	Net Amount
Australian Government CfOC: CASH	\$10,229.80	Industry: CASH	\$0
Catchment Action NSW: CASH	\$0	Industry: INKIND	\$0
Catchment Action NSW:: INKIND	\$0	Landholders: CASH	\$0
Local Government: CASH	\$10,000	Landholders: INKIND	\$0
Local Government: INKIND	\$5,565	Local Community: CASH	\$0
NGO: CASH	\$0	Local Community: INKIND	\$0
NGO: INKIND	\$0	Other:	\$0

Activity Type	DESCRIPTION	IN KIND	CASH	SOURCE	CfoC CASH
	Weed and biodiversity management and Training	\$1,677.27	\$0	Pathways project	\$4,022.73
	PPE Materials and Tools	\$1,181.82	\$	Pathways project	\$4,458.91
	Planting materials	\$1,818.18	\$0	Camden Council	\$0
	Events to promote and build project	\$384.82	\$0	Pathways project	\$818.18
Net Total		\$5,059.09			\$9,299.82
GST		\$505.91			\$929.98
TOTAL (incl GST)		\$5,565.0			\$10,229.80

**PROPORTIONAL ALLOCATION OF CMA FUNDS:**

Activity Type	Amount %
On-ground:	80%
Coordination:	10%
Monitoring Evaluation & Reporting:	10%

**OTHER FUNDING APPLIED FOR OR RECEIVED FOR THIS PROJECT:**

ORD14

**SCHEDULE 2 – AGREEMENT AMOUNT**

An amount not exceeding **\$10,229.80 (GST inclusive)** will be paid to the Collaborator by the Authority to satisfactorily complete the project as specified in Schedule 1.

Attachment 1

**SCHEDULE 3 - PROJECT TIME-TABLE**

<b>Project Title:</b>	Integrating Aboriginal Pathways in Natural Resource Management in the Camden LGA
<b>WBS / SAP No:</b>	NH 1323-16-08
<i>Project ID No:</i>	HN9612
<b>Start date:</b>	On Signing of PSA
<b>Finish date:</b>	31 August 2013 (Interim Final Report)
<b>Duration:</b>	3 months

**Project Milestones:**

Project Title	Activity Year	Activity Due Date	Milestones/Key Performance Indicators	Australian Govt CfOC Funding (\$)	Other Contrib (\$)
Integrating Aboriginal Pathways in Natural Resource Management in the Camden LGA	2012-13	On signing of PSA	Invoice submitted	\$10,229.80	\$0
		30 Jun 2013	Sites confirmed with Aboriginal community Weed management and other rehabilitation identified Tools purchased Contractors engaged	\$0	\$5,565.00
		20 August 2013	Interim Final Report (works completed and planned)	\$0	\$0
<b>TOTAL (GST inclusive)</b>				<b>\$10,229.80</b>	<b>\$5,565.00</b>

ORD14

**SCHEDULE 4 - PAYMENT SCHEDULE**

The full value of the HNCMA funding for this project is **\$10,229.80** (GST included).

This Agreement Amount will be paid in one instalment, subject to the approval of the HNCMA Board. Unless otherwise agreed, payments are to be based upon and subject to the achievement of the project milestones (refer to schedule 3, section 2 - Project Milestones).

- Payment 1: **\$10,229.80** (GST included) to be made at the commencement of the project, following the signing of this Agreement – **June 2013**

Attachment 1

## **SCHEDULE 5 – REPORTING REQUIREMENTS**

All reports are to be submitted to the Hawkesbury Nepean CMA. 'The CMA' must ensure that each proponent (collaborator) submits:

- Quarterly progress reports; and
- Final reports within 30 days of completion of the activity; and
- Must ensure that this requirement is reflected in the Funding Agreement made with each proponent.

### **5.1 Progress Reports**

Minimum particulars: clause 3.3(a) of Head Agreement (*as per supplied report template*)

- 1) details of all Agreement Amounts paid to the collaborator and whether the collaborator has acquitted those funds and expenditure for the Activity;
- 2) a statement of actual expenditure of Agreement Amount against the Activity Budget;
- 3) estimated requirements of the collaborator for the next quarter to enable it to carry out the Activity and a final forecast cost for the Activity; and
- 4) any variance between the Activity Budget and actual expenditure or anticipated future expenditure together with reasons for the variance and proposed action to remedy any variation that exceeds 10%;
- 5) any variance between the Activity Schedule and actual schedule or anticipated future schedule together with reasons for the variance and proposed action to remedy any variation that exceeds the agreed project duration or project completion date.
- 6) the progress of the Activity against the milestones and Outputs
  - forecast completion dates for future Milestones;
  - forecast completion date for the Activity; and
  - if any Milestones have not been completed, the reasons therefore and the proposed corrective action;

### **5.2 Annual Report - (from 2007/2008)**

(New Reporting Requirement - *as per the Outcomes report template*)

The Australian Government has developed spreadsheets designed to capture details of performance on funded activities (projects). These *data capture* spreadsheets represent the core data necessary for CMA's and States to generate their annual reports including:

- Activities Report – financial summary report
- **Outputs Report – project specific information on project deliverables,**
- Management Action and Resource Condition Targets – progress on planned catchment targets.

Collaborators are required to submit updated information on the Outputs of their projects/activity within 30 days of receiving a data capture report sheet;

- Check that Outputs are correct and add any new Outputs (do not delete redundant Outputs)
- Fill in the numbers for each Outputs 'unit of measure' for the relevant year, and
- Add comments with reasons for variance to planned Outputs.

### **5.3 Final Reporting Requirements:**

Minimum particulars (*as per the supplied Final report template*)

- Brief description of the project and the issue(s) it sought to address
- Financial statement summary for whole of project
- Expenditure summary of project
- Describe assets at end of project ( of greater value than \$5,000)
- Performance Evaluation of project, including;
  - outputs agreed and achieved with explanatory notes for variation, and
  - outcomes agreed and achieved with explanatory notes for variation

Any project funds remaining unspent following completion of the project are to be returned to the HNCMA.



## SCHEDULE 6 – SUPPORTING INFORMATION

### THE STATE-WIDE STANDARD FOR QUALITY NATURAL RESOURCE MANAGEMENT

#### State-wide standard for quality project Milestones:

##### Collection of Knowledge

How has the project incorporated available knowledge to assist in the achievement of optimal outcomes?

The project is incorporating and working with a Mygunyah Camden Aboriginal Residents Group and Camden Local Council. The project is to protect and enhance places of cultural significance identified by the Aboriginal community. All project locations have been nominated by the local Aboriginal community

##### Determination of scale

Indicate how the project manages the natural resource issues at the optimal spatial, temporal and institutional scale to maximise effective contribution to broader goals, deliver integrated outcomes and minimise adverse consequences.

Consider

- Are the issues being addressed present at a local, sub-catchment or catchment wide scale? What contribution will the project make to addressing the issues at these different levels of scale? (spatial)
- How long have the issues being addressed been developing? What is the likely timeframe needed to manage the issue? When will the benefits (short and long-term) of the work be evident? (temporal)
- Whether all relevant stakeholders have been involved in the project to help it achieve its aims (institutional)

The project is appropriate spatiality as it is informed by the local community. Similar issues are being identified by other community interest elsewhere across the region.  
It has engaged relevant stakeholders from the Local Aboriginal Community

There is opportunity for additional engagement in the on-going management of the sites.

##### Opportunities for collaboration

How will the project incorporate collaboration with other parties to maximise gains, share or minimise costs or deliver multiple benefits?

. This project continues the relationship and collaboration between Camden Council and the local Aboriginal community and Mygunyah Camden Aboriginal Residents Group

##### Community engagement

Indicate how the project will improve opportunities for the community to engage in the planning, implementation and/or review of natural resource management.

The locations for management of environmental impact were identified by the local Aboriginal community

**Risk Management**

Indicate how the project will consider and manage all identifiable risks and impacts to maximise efficiency and effectiveness, ensure success and avoid, minimise or control adverse impacts.

**(a) Internal risk factors**

What factors may impact on achieving the planned project outputs and how can this risk be reduced?

Identified risk	Likelihood of risk factor High/Med/low	Response to manage risk factor
Time limitation if weather intervenes.	Low	Flexible timetable across the sites to implement work.
Aboriginal community interest lacking	Low	Maintain regular contact with peak groups such as Mygunyah ARG

**(b) External risk factors**

Is there a risk that the implementation of this project may create negative impacts on social, economic or environmental assets?

If so, how can these risks be managed?

Identified risk	Likelihood of risk factor High/Med/low	Response to manage risk factor
Potential for deliberate or accidental damage to Cultural assets due to greater attention being drawn	Low	Site controls such as signage, paths and barriers

**Monitoring and evaluation**

Indicate how you will quantify and demonstrate progress towards goals and targets by regular monitoring, measuring, evaluation and reporting of organisational and project performance, and the use of results to improve practice. This may include both qualitative and quantitative measures.

Project outcome	How this will be evaluated and reported
Baseline condition of sites improved	Weed mapping, photo-points
Greater community involvement (Aboriginal and broader community)	Attendance at events, ongoing collaboration re management documented

**Information management**

How will information be managed in a manner that meets user needs and satisfies formal security, accountability and transparency requirements?

Sites will be spatially recorded and MERI information attributed to the sites.
--

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**PROJECT LOGIC****1: STATEMENT OF OUTCOME:**

What is the Key NRM outcome for this project?

e.g. This project will contribute to improved biodiversity by improving the resilience in 2Ha of Shale Sandstone transition forest which is an EEC. (Please complete a new table for each major outcome)

Improved management to protect the cultural significance of places identified by the Aboriginal community, leading to greater involvement by the Aboriginal community in long term management of Culture and Country

**2: WHICH KEY HNCMA TARGET DOES THIS OUTCOME SUPPORT?**

*Refer to Attachment A (at end) for a list of targets*

MT C1-4 Indigenous land management

Identifying, protecting, enhancing and rehabilitating sites of Indigenous Cultural significance.

**3: KEY PROJECT EVALUATION QUESTION:**

How will you know this project has been successful in achieving this outcome?

e.g.. The species composition on this site includes a greater range of typical species for this community at the ground understorey and canopy levels.

The project has led to increased engagement with the Aboriginal community in providing advice for, and participating in the management of sites of cultural significance.

Attachment 1

**4: PROJECT LOGIC TABLE**

	Instructions	Project Logic Detail
Intermediate outcomes	What target is linked to the project outcome above?	MT C1-4 Indigenous land management
Immediate Outcomes	What activities undertaken by this project will support this outcome?	Consultation with key Aboriginal groups and institutions
	What assumptions have been made about how these activities contribute to the outcome?	Cultural knowledge is held by the community and this is the most appropriate way to set priorities for management
	What evidence do you have to support these assumptions?	Implementation of other projects in the region with Tharawal LALC
Monitoring	What monitoring will you do to answer the key project evaluation question?	Documentation of consultation and records of community involvement in events organised at the identified sites.

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Attachment 1

## PROJECT AGREEMENT GENERAL CONDITIONS

### 1. Collaborators Role

The Collaborator shall:

- (a) ensure that the Project is performed in accordance with these General Conditions including the attached Schedules and Annexures;
- (b) observe the Project Timetable;
- (c) ensure that the Project is performed by the groups/personnel (if any) who are proposed in the Project Specification;
- (d) comply with the Reporting Requirements set out in clause 3 and any additional reporting requirements set out in Schedule 5;
- (e) report on or explain any aspect of the delivery of the Project Outcomes reasonably requested by the Authority's Representative;
- (f) obey all reasonable directions and instructions issued by the Authority's Representative in relation to the Project, provided they are within the reasonable contemplation of this Agreement;
- (g) cure, rectify or replace any part(s) of the Project Outcomes which are found not to be compliant with the Project Specification;
- (h) where no other description is made in the Project Specification, use/apply products, materials and/or measures as the case may be, which are of suitable quality to achieve the requirements of the Project Outcomes;
- (i) properly supervise and control the work of its employees/agents and subcontractors engaged in the performance of the Project; and
- (j) undertake the Project and commit expenditure according to the Project Budget.

### 2. Payment of Project Funds

- (a) Unless Schedule 4 provides for some other mechanism for payment and subject to the Collaborator's observance of the provisions of these General Conditions, the Authority will pay the Project Funds to the Collaborator in advance by quarterly instalments, the first payment to be made on the date notified in writing to the Collaborator by the Authority.
- (b) Subject to paragraph (a), where:
  - the amount of the Project Funds reflects that the cost of undertaking the Project is an estimated cost, then
  - payment of Project Funds shall be based on rates of funding proposed by the Collaborator and accepted by the Authority, provided nevertheless that
  - where Schedule 2 states that the Project Funds are capped by an upper limiting amount, then the Authority's liability to pay Project Funds shall not exceed that upper limiting amount.
- (c) Any unspent Project Funds are to be refunded to the Authority at the end of the Term of the project.

### 3. Collaborator's Records

The Collaborator must:

- (a) maintain financial receipt and expenditure details, Project-related correspondence and other Project materials to the extent required by the Project Specification;
- (b) keep complete and accurate records that are clearly distinguishable from other financial records of the Collaborator's business:
  - (A) setting out details of all work carried out under this Agreement; and
  - (B) recording the deposit and expenditure of Project Funds;
- (c) permit the Authority and the Commonwealth at any time and on the provision of such notice as may be reasonable in the circumstances, through their respective officers, agents or advisers authorised on their behalf, to examine and inspect any material created under this Agreement, including any books and records, and to provide all necessary facilities for that purpose;
- (d) retain all books and records relating to the Project Funds for a period of six years after the expiration or earlier termination of this Agreement;
- (e) ensure that any subcontract the Collaborator enters into contains a clause permitting the Authority and/or the Commonwealth or their respective representatives to have access as specified in paragraph (c) of this clause.

- (f) provide:
- (A) quarterly financial reports containing at least the following particulars:
- (i) details of all Project Funds paid to the Collaborator and whether the Collaborator has acquitted those funds and expenditure for the Project
  - (ii) an acquittal of Project Funds received by the Collaborator for the previous quarter, including an exceptions report for unspent funds;
  - (iii) a statement of actual expenditure of Project Funds against the Project Budget;
  - (iv) estimated requirements of the Collaborator for the next quarter to enable it to carry out the Project and a final forecast cost for the Project; and
  - (v) any variance between the Project Budget and actual expenditure or anticipated future expenditure together with reasons for the variance and proposed action to remedy any variation that exceeds 10%.
- (B) six monthly progress reports containing at least the following particulars:
- (i) the progress of the Project against the milestones and Project Outcomes
    - forecast completion dates for future Milestones;
    - forecast completion date for the Project; and
    - if any Milestones have not been completed, reasons therefore and the proposed corrective action.
- (g) co-operate with the Commonwealth and/or the Authority or their respective auditors in the conduct of an audit of the Collaborator's books and records relating to the Project and, for that purpose must:
- (A) allow access to the Collaborator's premises at reasonable times and on reasonable notice;
  - (B) require the Collaborator's employees to produce books and records related to this Agreement and allow any such documentation to be inspected and copied; and
  - (C) provide full and accurate answers to any questions asked in relation to that documentation; and
- (h) ensure that any subcontract the Collaborator enters into contains a clause allowing access of the kind specified in paragraph (g) above.

#### 4. Assignment

The Project Manager agrees to undertake and complete the Project in the manner set out in the Project Specification.

#### 5. Suspension of Payment

The Authority may suspend the payment of the Project Funds or any part thereof if:

- (a) a report that was due to be completed before the date for payment has not been completed, until the report is completed;
- (b) a Milestone that was due to be completed before the date for payment has not been completed, until the Milestone is completed;
- (c) the Collaborator has not otherwise performed the Project to the satisfaction of the Authority, until the Collaborator remedies its performance;
- (d) if the Collaborator is otherwise in breach of these General Conditions, until the breach is rectified.

The Collaborator acknowledges and agrees that the Authority's election to suspend payment of Project Funds under this clause in relation to any given circumstance or occurrence shall be without prejudice and additional to any right the Authority may have under clause 9 to terminate this Agreement because of that circumstance or occurrence.

#### 6. Delay and Extension of Time

- (a) Should the Collaborator become aware of anything that will or may cause the Project not to be completed by any completion date stated in the Project Specification or Project Timetable then the Collaborator shall promptly notify the Authority's Representative with the details of the possible delay and the cause.
- (b) The Collaborator may submit to the Authority a written request for an extension of the subject time for completion.
- (c) The Authority shall grant to the Collaborator an extension for any individual occurrence when the subject delay has, in the opinion of the Authority, been caused by circumstances beyond the Collaborator's reasonable control.

**7. Variations**

Where it is proposed by either party to make a variation to the Project Specifications in particular or any other matter provided for in these General Conditions, that party shall notify the other in writing. Work on the variation(s) shall not proceed until both parties have approved the variation(s) and the Schedules or the matter have been amended in writing in accordance with the approval.

**8. Cost Overruns**

The Collaborator acknowledges and agrees that the Authority will not pay any amount in addition to the Project Funds.

**9. Termination**

- (a) Termination for convenience: The Authority may terminate the whole or any part of this Agreement at any time by 14 days written notice addressed to the Collaborator and such termination shall not expose the Authority to any claim for damages by reason of that termination.
- (b) Termination for default: In addition to any right set out under clause 5, if the Collaborator commits any breach of these General Conditions which:
- (i) is in the reasonable opinion of the Authority incapable of cure; or
  - (ii) which if capable of cure has not been cured within 14 days (or such longer period as the Authority may reasonably allow) of written notice to the Collaborator specifying the subject breach and requiring rectification,
- (c) the Authority may terminate this Agreement upon giving the Collaborator 14 days notice in writing. The Collaborator shall ensure that any agreement it enters with third parties for the performance of the endeavour set out in the Project Specification contains a back to back provision in or towards the effect of paragraphs (a) and (b) above.
- (d) Upon the expiration or earlier termination of this Agreement:
- (i) the Authority shall only be liable to pay the Collaborator for work satisfactorily completed at the date of expiry or earlier termination and costs legitimately incurred before that time; and
  - (ii) the Collaborator shall promptly refund to the Authority any unspent Project Funds in excess of the moneys referred to in sub paragraph (d)(i) above.

**10. Service of Notices**

Any written notice or demand provided for in this Agreement may be served on the Collaborator by ordinary prepaid post, facsimile or e-mail to the Collaborator contact's address notified in writing to the Authority.

**11. Authority's Representative**

The Authority's Representative shall have the following duties:

- (a) oversee the performance of the Collaborator under this Agreement;
- (b) serve any notice referred to in the Agreement;
- (c) receive and consider reports to be provided by the Collaborator under this Agreement; and
- (d) maintain liaison with the Collaborator under the provisions of this Agreement and otherwise act for the Authority hereunder.

**12. Publicity**

The Collaborator will acknowledge the funding sources in all publicity releases, media and like announcements with respect to the Project and must have the written approval of the Authority before their release.

**13. Insurance**

The Collaborator must for the term of this Project Services Agreement hold and maintain policies of insurance for:

- (a) Workers' Compensation (and must ensure that every subcontractor holds such insurance);
- (b) Public Liability insurance to an amount of \$10,000,000 for any single occurrence;
- (c) Professional indemnity insurance to an amount notified in the Activity Documents, if the project has a works design or advisory component; and

- (d) for the loss of or damage to any works being undertaken as a part of or comprising the Activity, temporary works and all materials, construction plant and other things that are brought onto the work site by or on behalf of the party responsible for those works and materials etc, to an insured amount not less than the Estimated Activity Cost.

If the Collaborator is a local government authority, or an Agency of the Commonwealth or State, its status as a self-insurer shall be sufficient compliance with this section.

#### 14. Occupational Health and Safety Act

The Collaborator and its agents must comply with safety requirements as required by law or as notified to it by the CMA, including the provisions of the Occupational Health and Safety Act and Regulation.

#### 15. Goods and Services Tax

- (a) In this clause the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Agreement includes a reference to that party's "representative member" as defined in the above Act.
- (b) The Collaborator may recover from the Authority any GST payable in relation to this Agreement. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates.
- (c) Unless expressly stated otherwise, the prices or other consideration specified are inclusive of GST at the GST rate prevailing at the Agreement date. If the GST rate is varied during the currency of the Agreement, the GST inclusive amount may be varied to reflect those changes.
- (d) In the imposition of GST or any subsequent change in the GST law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by the Authority shall be reduced by the same proportion as the reduction in the Collaborator's cost. The Authority may request that the Collaborator provide it with all reasonable evidence necessary to demonstrate compliance with this clause.
- (e) All invoices or claims submitted by the Collaborator under this Agreement will be accompanied by a tax invoice. The Authority is not required to pay any amount on account of GST until this requirement has been complied with.
- (f) Where an adjustment event occurs in relation to any supply under this Agreement, the supplier must provide an adjustment note to the other party within 14 days after that adjustment event.
- (g) To the extent the Authority is liable under this Agreement to reimburse the Collaborator for any costs that the Collaborator has incurred with a third party, the Authority will only be liable to reimburse the Collaborator for the amount of those costs less any input tax credit the Collaborator is entitled to.
- (h) If the GST applies to any supply made by the Authority under this Agreement, the Collaborator will pay an amount on account of that GST liability to the Authority within 14 days of being provided with a tax invoice.
- (i) Unless expressly stated otherwise all monetary limits in the Agreement are exclusive of GST.

#### 16. Privacy

Both parties agree to comply with the Information Privacy principles set out in section 14 of the Privacy and Personal Information Protection Act 1998 and to comply as far as practicable with any policy guidelines set down by the Authority relating to the handling of personal information.

#### 17. Data Access and Intellectual Property

- (a) The Collaborator must ensure that the Crown in right of the Commonwealth and the State is granted an irrevocable, perpetual and non-exclusive licence to use for non commercial purposes data and Intellectual Property in any material originally generated by funds provided jointly by the Collaborator and the Authority under this Agreement.
- (b) Subject to clauses 17(b) and 17(c), the Collaborator shall ensure that the Intellectual Property to/in anything originally generated by the expenditure of the Project Funds shall be dealt with in accordance with the Data Transfer Protocol at Annexure 2.
- (c) The parties acknowledge and agree that the provisions of clause 17(a) and the operation of Annexure 2 do not apply to:



- (i) any Intellectual Property which at the date of this Agreement the Collaborator owns or is licensed to use;
- (ii) the such items or categories of Intellectual Property that may be notified in writing to the Authority by the Collaborator within 28 days of the date of this Agreement and agreed to be so exempt from clause 17(a) and Annexure 2 by the Authority

### 18. Dispute Resolution

Any dispute or difference ("Dispute") arising out of or in connection with this contract must be resolved as follows:

- (a) Except as provided in sub-clause (j), a party must not commence legal proceedings relating to this Contract in any court or tribunal unless that party has first proceeded in accordance with sub-clauses (b) to (i) inclusive and the arbitration process has been completed.
- (b) The parties will cooperate with each other and use their best endeavours to resolve by mutual agreement any differences between them and all other difficulties which may arise from time to time relating to this Contract.
- (c) If a dispute is not resolved through this procedure the parties must then refer the Dispute to mediation (the "Mediation Referral") by a qualified Mediator agreed by the parties or failing agreement appointed by LEADR on the terms of a Mediation Agreement approved by LEADR.
- (d) The Mediation Referral commences when any party gives written notice to the other(s) specifying the Dispute and requiring its resolution under this clause.
- (e) Any information or documents obtained through or as part of the Mediation Referral are to be treated as strictly confidential and must not be used for any purpose other than the settlement of the Dispute.
- (f) If the Dispute is not resolved within 21 days after the commencement of the Mediation Referral either party may then submit the Dispute to arbitration in accordance with The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

That Arbitration shall be conducted by a single arbitrator agreed by the parties or failing such agreement appointed by the Institute of Arbitrators. The Arbitrator so appointed must not be the same person as any mediator or conciliator appointed under the Mediation Referral.

- (g) The venue for any mediation or Arbitration under this clause will be as agreed by the parties.
- (h) Each party must continue to perform this contract notwithstanding the existence of a Dispute or any proceedings under this clause.
- (i) Nothing in this clause is to prevent a party from seeking interlocutory relief through courts of competent jurisdiction.

### 19. Devolved Grants

- (a) The Collaborator shall ensure that all devolved grant projects shall be dealt with in accordance with the Devolved Grants Protocol at Annexure 3.

### 20 Dictionary

In this Agreement,

**Collaborator** means a; State or Commonwealth Government Agency or Authority, Local Government Council, Company, Contractor, NGO or any other entity entering into a project service agreement with the Authority.

**Agreement** means this Agreement, its Schedules, Annexures and documents incorporated by express reference and accepted by both parties as forming part of the Agreement;

**Authority** means the Hawkesbury Nepean Catchment Management Authority

**Authority's Representative** means the person for the time being in that capacity notified in writing by the Authority to the Collaborator;

**Bilateral Agreement** means the agreement dated 17 May 2002 between the Commonwealth and the State of New South Wales with respect to the National Action Plan for Salinity and Water or the bilateral agreement to deliver the Natural Heritage Trust Extension dated May 2003.;

**Intellectual Property** means all rights in copyright, patents, registered and unregistered trade marks, registered designs, trade secrets and all other rights of intellectual property recognised by New South Wales and Australian law;

**Milestone(s)** means the milestone(s) set out in the Project Specification at Schedule 1;

**Project** means the project specified in Schedule 1 to be undertaken in accordance with these General Conditions;

**Project Outcomes** means the expected outcomes of the Project which are set out at Schedule 1 and/or any document referred to in Schedule 1;

**Project Budget** means the budget approved by the Authority for the Project.

**Project Funds** means the amount set out in Schedule 2;

**Project Manager** means the person or body set out in Schedule 1;

**Project Specification** means the specification set out at Schedule 1 for the Project;

**Project Timetable** means the timetable set out at Schedule 3 for the performance of the Project;

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Attachment 1

## ANNEXURE 1 SPECIAL CONDITIONS

The following Special Conditions apply.

### 1. *Specific reporting requirements:*

#### **Photographs & Geo-referencing project sites**

In addition to Biannual, Annual and Final reports the proponent will provide:

- Photographic records of on-ground works at each site – minimum one photograph before works commence and one photograph after works are completed,
- Geo-referencing providing longitude and latitude coordinates for;
  - on-ground works,
  - resource assessment sites,
  - survey works, and
  - areas in which research is conducted

#### **Reporting Process:**

The CMA will provide:

- Reporting templates
- Report coordination
- Provide reports by email at required intervals

The collaborator will:

- Complete all sections of reports and return within 14 to 30 days of receiving a report template
- Ensure that a nominated person is responsible for coordinating project reporting (including up to date e-mail and contact details).

#### **Project Variations:**

Collaborators must notify the CMA in writing (in their quarterly reporting) advising the CMA of any delays to the project schedule or change to project budget requirements.

### 2. *Failure to Report and Payment Deferral*

Pursuant to section 5 in the Agreement; if any report required to be prepared or presented is not prepared or presented in accordance with the Agreement then the CMA shall be entitled to defer payment of any sum due to the proponent hereunder until such time as the (reporting) requirements (of this Agreement) have been fulfilled.

***For assistance with completing a report please contact the Hawkesbury Nepean CMA Reports Administration Officer on (02) 48286747 or the Monitoring & Evaluation Officer on (02) 4587 0050.***

## ANNEXURE 2

Version 1.3 22 April 2002 1

### MODEL DATA ACCESS AND MANAGEMENT AGREEMENT DATA ACCESS AND MANAGEMENT PROTOCOL

Including a Model Licence Agreement for the Supply of Data

#### 1 Preamble

1.1 Commonwealth, State and Territory partnership projects, especially in natural resource management, increasingly recognise the importance of developing agreements to reduce the frequency, cost and complexity of negotiating data transactions. Arrangements define the roles and responsibilities of project partners and the ongoing arrangements for access and management of data both needed for and created by joint projects.

1.2 This Data Access and Management Protocol has been developed to define a set of consistent and workable arrangements that can be used by cross-jurisdiction partnership projects to streamline access to data and derived information products, and to ensure consistency with protocols, standards and guidelines for the development of an Australian Spatial Data Infrastructure. This infrastructure is described at <http://www.ga.gov.au/nmd/asdi/>.

1.3 It is suggested that this protocol be adopted for all relevant projects. It can be turned into an agreement by addition of project specific information. This detail may be covered in a schedule, dealing with issues such as parties to the agreement, contact details, list(s) of project data covered by the agreement, specific arrangements for accessing project data and references to other project documents.

#### 2 Purpose

2.1 The purpose of this Protocol is to support a cooperative and consistent Australia-wide approach to data access and management.

2.2 The Protocol establishes a mutual recognition of the rights and responsibilities of all parties in relation to ongoing access to data and information products developed by the Commonwealth, States and Territories. The Protocol recognises the rights of all parties – data custodians, owners and users of data.

2.3 The Protocol defines access, ownership, custodianship, archiving and updating arrangements for data collected, developed for and used in partnership projects. It seeks to avoid duplication and overlap in the collection and maintenance of data; and maximise the investment in data by facilitating its access and use.

#### 3 Guiding Principles

3.1 The Protocol is based on the following principles:

- **Efficiency** – unnecessary duplication of data collection and management between governments, agencies, industry groups and the community should be minimised.
- **Simplicity** – data access and management arrangements should be simple to understand and designed to minimise compliance costs, preferably through the application of consistent and Australia-wide standard approaches such as this agreement.
- **Standards** – Arrangements should be consistent across jurisdictions and be delivered within the framework for development of the Australian Spatial Data Infrastructure.

3.2 Through ANZLIC – the Spatial Information Council, all jurisdictions have agreed on the national principles for spatial data management. In summary, those relevant to this agreement are:

- Data are developed and maintained to meet agreed international or national guidelines or standards for the management of spatial information as endorsed by ANZLIC or through national coordination arrangements. This will ensure the data are comparable and consistent where required and can be used for various applications.
- Data are documented in the Australian Spatial Data Directory. The documentation must be current and provide enough information for users to determine whether the data are suitable for their purpose. This will ensure that users can easily find out whether suitable data already exist and the limitations on use of those data sets.

- There is easy, efficient and equitable access to data for all sectors of the community in format, location, cost and under conditions that does not inhibit their use. This will ensure that users can obtain the data.
- Data are accompanied by a licence when transferred, clearly setting out the conditions under which the data may be used, the rights and responsibilities of the data provider, and the rights and responsibilities of the data receiver. Licence arrangements are required to ensure that the spatial information is accessible, while protecting copyright, intellectual property, privacy and confidentiality. The rights of the individual and governments in relation to confidentiality, privacy, security and intellectual property must be preserved. This will ensure that the rights of all parties are protected and understood.
- Before funding data collection, organisations and jurisdictions should actively identify and exploit the many existing opportunities for cooperation and sharing of fundamental spatial data to avoid duplication and to maximise benefits of investment in data collection.

#### 4 Application of this Protocol

4.1 Any project, with agreement of involved parties, may use the Protocol.

#### 5 Definitions and Interpretation

5.1 The following definitions apply to this Protocol:

- **Custodian:** means the nominated body, or person, responsible for the development and/or the management of the data, and who has the right to determine the conditions applying to the use or distribution of the data.
- **Project:** means a project using this protocol with agreement of all Parties.
- **Existing Data:** means data already existing prior to the project.
- **Project Data:** means data or products developed in a project subject to this protocol.
- **Archived Data:** means data used in a project which is held in a dynamic database or secure repository for data that meets the standards required by clauses 6.8 to 6.12.
- **Licence:** means a document that authorises the use of data for specified purposes, and specifies any restrictions on the use of data.
- **Owner:** means the individual(s), organisation(s) or jurisdiction(s) that hold the intellectual property rights over a particular set of information or data.
- **Parties:** means those to which the agreement applies.

#### 6 Access Arrangements

6.1 For existing data, the distributors of the data requested by one party may recover costs of providing access to existing data to the other party or parties. In such circumstances this will be at no more than the marginal cost of dissemination (described at Attachment A.) Additional costs associated with changing the content, quality or format of the source data to meet specific requirements and the requirements of clients may be recovered by the owner or custodian.

6.2 For project data there are two categories of access:

- Restricted Access
- Community Access

In general, data and derived products funded through Government funded or part funded partnership projects using this Protocol will be classed as Community Access. Details of physical access arrangements for project data may be described in an attached schedule.

6.3 Community Access allows use by other parties and the public if the copyright interests of the owner(s) are protected. In order to maximise the use of project data, data categorised as Community Access will be made available through mechanisms developed under the Australian Spatial Data Infrastructure, allowing users to:

find data through directories within the Australian Spatial Data Directory;  
view map data through on-line mapping services;  
down load for use on their own systems where allowed by owners / custodians of the data.

6.4 There will be no charge to view or down load project data categorised as Community Access over the Internet. Users must accept any licence conditions attached to the data before using the data. A model licence agreement is included at Attachment B.

6.5 Restricted Access includes data for which confidentiality and use provisions apply and are available to the parties only by agreement of the data owner(s) on a case-by- case basis under conditions as outlined in a licence agreement. Where confidentiality obligations limit access to or use of data, parties must comply with those confidentiality obligations as specified by the owners(s) of the data. Any data subject to confidentiality obligations or conditions of use that limit access must be clearly identified as Restricted Access.

6.6 Should a data set be classified as Restricted Access because of confidentiality requirements the project participants may then make available as Community Access an aggregated data set that meets any issues required in retaining confidentiality.

6.7 Over time, data may be reclassified from one access category to another, subject to the approval of the data owner or custodian, and agreement by the parties. The aim is to reduce restrictions on data access as circumstances change.

#### *Access to historical data*

6.8 The intention and purpose of archiving data used in a partnership project is to ensure that data are available for other uses such as on-going monitoring, natural resource assessments or as agreed by the data custodian.

6.9 Data should be archived unless this is prevented due to commercial, confidentiality, copyright, or previous contractual arrangements.

6.10 All archiving of data and other information must provide appropriate security and must ensure the continuing recoverability of archived data and must include metadata and/or other relevant supporting documentation to enable use of that data and other information.

6.11 All archived data must be made available to agreed parties as described in the data access arrangements described in clauses 6.1 to 6.7.

6.12 Archive data will be time stamped and version controlled and will not be changed, amended or altered unless this is necessary to correct an error occurring during the archiving process.

#### *Metadata*

6.13 The user has the right to expect that the content, quality and origins of the data will be clearly defined by the owner or custodian. As a minimum requirement the data should be accompanied by metadata conforming to the ANZLIC Metadata Guidelines with the data quality elements completed to a satisfactory level.

6.14 Metadata will accompany the dissemination of all spatial data.

6.15 All products derived from the data —electronic and hard copy—will contain an acknowledgment of the source of constituent data, data quality statements, and any disclaimers required by custodians. This information may be contained in the relevant publicly available metadata record.

6.16 All metadata will be freely exchanged. Data custodians will provide access to metadata statements through the Australia Spatial Data Directory (ASDD) consistent with jurisdictional practices and standards.

### **7 Data Development, Maintenance and Updates**

7.1 If data are updated and categorised as 'Community Access', access to the updated data will be provided as stipulated in clause 6.3.

7.2 Project data should be developed or updated using standards, protocols and coordination arrangements as endorsed by ANZLIC – the Spatial Information Council within the Australian Spatial Data Infrastructure.

#### **8. Standard Contract Conditions When Funding Project Data**

8.1 For the Projects using this Protocol, all parties will use standard conditions in contracts and agreements when funding project data. Conditions will seek to improve the availability of consistent data to government, industry and the community. The conditions will ensure that:

- Project data are collated and made available using nationally agreed standards and guidelines for the Australian Spatial Data Infrastructure as endorsed by ANZLIC – the Spatial Information Council;
- Data are fully documented in the Australian Spatial Data Directory;
- The data are available through a single licence agreement, such as the model licence agreement in Attachment B; and
- Any limitations imposed on the use of data are consistent with section 6.2

#### **9 Operation of the Protocol**

9.1 This Protocol may be amended at any stage at the request of any party and with the agreement of all parties.

9.2 ANZLIC – the Spatial Information Council will continue to monitor usage of this document, review its contents and keep it up to date with improvements in best practice in data management, including conditions relevant to the model licence agreement.

#### ***Annexure 2: Attachment A***

#### **Marginal Cost of Dissemination**

The marginal cost of dissemination includes the costs directly related to the dissemination of the data. It is considered to be the costs of physical dissemination e.g. cost of media, extraction, postage packaging and distribution. It may also include costs of reformatting data to meet specific user requirements.

The costs of capture, maintenance, improvement or storing of the data are not components of the marginal cost of dissemination. The costs of computing equipment are excluded unless the equipment is being used solely to support the data dissemination service.

For products delivered over the Internet, where the registration and distribution processes are largely automated and requires little manual intervention, the marginal cost of dissemination is very low and the administrative costs of charging exceed the expected long-term efficiency gains.

**Annexure 2: Attachment B****Model Licence Agreement for the Supply of Data**

Important: The completed Schedule and Licence Conditions set out below will constitute a legal agreement between the data supplier ("the Supplier") and you ("the Licensee") in relation to the data. If you agree with the Conditions, please click on the appropriate button. If you are entering into this agreement on behalf of a company or organisation, you warrant that you have the authority to do so. This license is supported by the Data Access and Management Protocol.

**THE SCHEDULE**

Date: the [day] day of [month], [year].

**LICENSOR**

The [licensor jurisdiction] is represented by the [licensor Collaborator]. The contact details are:

Name/Title:

Address:

Telephone:

Facsimile:

E-mail Address:

**LICENSEE**

Name/Title:

Company/Organisation:

Address:

Telephone:

Facsimile:

Email Address:

**THE DATA**

[Description field from metadata]

Data are supplied via electronic transfer media. Accompanying metadata for the data is also supplied.

**CONTRIBUTORS / JOINT OWNERS:**

Item: [generated automatically from metadata]

Contributor:

Additional Conditions:

[etc for each contributor]

**USE**

The data will be used by the Licensee for: [inserted by applicant]

*[ACCEPT] / [DO NOT ACCEPT]*



**Annexure 2: Licence Conditions****1 INTERPRETATION**

1.1 In these Conditions, unless the contrary intention appears:

**"Commercialise"** in respect of the Data or a product or service derived from the Data, includes distributing, giving away, selling, letting for hire, or by way of trade, offering or exposing for sale or hire any article embodying the Data or any product or service derived from or incorporating the Data;

**"Contributor"** means:

- I. a Collaborator which is custodian of a particular item of Data on behalf of that Jurisdiction; or
- II. a party identified as a contributor or joint owner of particular items of Data which are the subject of this Licence Agreement;

**"Data"** means the data to which access is made available and includes any Enhancements to the Data;

**"Enhancement"**, in relation to the Data, includes any modification, adaptation or redevelopment of the Data, any work derived from the Data, machine readable representations of any of the foregoing and any associated material intended at the time of its creation to be used primarily in conjunction with the Data;

**"Intellectual Property"** includes all copyright, and all rights in relation to registered and unregistered trademarks (including service marks), registered designs and confidential information (including trade secrets and know-how), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**"Licence"** means the licence referred to in Condition 3.

**2 DURATION.**

2.1 The Licence commences on the date of the Agreement as set out in the Schedule, and continues in force unless terminated in accordance with Condition 10.1.

**3 LICENCE CONDITIONS**

3.1 The Licensor grants to the Licensee, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, make enhancements to and print the Data, and combine it with other data held by the Licensee.

3.2 The Licence is limited to personal use of the Data or use within the Licensee's organisation only.

3.3 The Licensee shall not commercialise the Data or any product or service derived from incorporating the Data without the prior written consent of the relevant Contributor(s).

3.4 The Licensor warrants that the grant of the Licence does not infringe the Intellectual Property rights of any person and that it is entitled to grant the licence in relation to the data of third party Contributors.

3.5 Data items identified in the Schedule as having been provided by individual Contributors are subject to the additional conditions (if any) set out in the Schedule. In the event of any conflict between the terms of the Licence Conditions and any additional condition set out in the Schedule, the terms of the Licence Conditions shall take precedence.

**4 INTELLECTUAL PROPERTY RIGHTS RESERVED**

4.1 All rights not expressly granted to the Licensee under Condition 3 are reserved.

4.2 The Licensee acknowledges that the Data is a special, unique and valuable product in which the copyright and other applicable Intellectual Property rights vest in the Contributors as listed in the Schedule.

4.3 The Contributors of items of Data retain ownership of that Data, whether in its original form or as modified by the Licensee and of the Intellectual Property rights therein.

4.4 Intellectual Property in any Enhancement to the Data vests, upon its creation, in the Contributor named in the Schedule in relation to the relevant item of Data.

**5 CUSTODY OF THE DATA**

5.1 The Licensee shall maintain the Data in safe custody.

5.2 The Licensee shall take all reasonable steps to ensure that any person given access to the Data is aware of these Conditions and uses the Data only in accordance with this Agreement.

**6 PRECAUTIONS**

6.1 The Licensor and all contributors cannot guarantee that the data, including any third party data, is free from errors, and does not warrant the quality, performance or suitability of the data for any purpose.

6.2 The Licensee assumes responsibility for selection of the data to achieve any intended results, and for its use.

6.3 The Licensee assumes responsibility for the interpretation of any results obtained from use of the data, and must exercise all appropriate precautions before placing reliance on those results.

**7 RELEASE AND INDEMNITY**

7.1 The Licensee:

Releases the Licensor, its officers, employees and agents and all contributors in respect of all liability for loss, damage or injury which may be suffered by the licensee or arising from the Licensee's use of the data; and

Indemnifies the Licensor, its officers, employees and agents and all contributors in respect of all liability for loss, damage or injury, which may be suffered by any person arising from that person's use of the data.

7.2 The release and indemnity provisions will survive the expiration or termination of the licence.

**8 RETENTION OF NOTICES**

8.1 The Licensee shall not remove, obscure or interfere with any copyright notice, trademark, warning or disclaimer incorporated in the Data.

**9 COMMERCIAL EXPLOITATION**

9.1 The Licensee shall not commercialise the Data or any product or service derived from incorporating the Data without the prior written consent of the relevant Contributor(s).

9.2 A Contributor may grant or refuse consent in their absolute discretion and subject to any condition whatsoever, including payment of royalties.

9.3 Any of the Data or any product or service derived from incorporating the Data which is Commercialised in accordance with this clause, must be accompanied by or incorporate an appropriate acknowledgment of the Contributor as the source of the Data in the terms specified in the Schedule.

**10 TERMINATION**

10.1 If the Licensee breaches any of these Conditions, the Licensor may end the Agreement immediately by notice in writing to the Licensee.

10.2 The termination of the Agreement under Condition 10.1 shall be without prejudice to the rights of either party accrued under the Agreement before termination.

10.3 The Licensee shall cease using the Data for any purpose from the date of termination of the Agreement and shall return the Data and any copies made of it to the Licensor within 30 days of the date of termination.

**11 ENTIRE AGREEMENT**

11.1 The Agreement supersedes all prior agreements and understandings between the parties relating to the Data and constitutes the entire agreement between the parties.

ORD14

**12 VARIATION**

12.1 No addition to or modification of any provision of the Agreement shall be binding unless in writing signed by both parties.

**13 ASSIGNMENT**

13.1 The rights granted under the Licence are restricted solely to the Licensee and may not be assigned, transferred or sub-licensed without the prior written consent of the Licensor.

13.2 The Licensor may grant or refuse consent in its absolute discretion and subject to any condition whatsoever.

**14 LAW**

14.1 The Agreement shall be governed by and construed in accordance with the laws of the Licensor jurisdiction.

**15 WAIVER**

15.1 No forbearance, delay or indulgence by a party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall waiver of those rights operate as a waiver of any subsequent breach.

**16 SEVERANCE**

16.1 Any reading down or severance of a particular provision does not affect the remaining provisions of the Agreement.

**17 APPLICATION**

17.1 Where the Licensee is an Collaborator of the same jurisdiction as the Licensor, such that it is not permitted to enter into a binding legal agreement except as that jurisdiction, then the conditions shall be read as merely giving rise to an arrangement between the Licensor and the Licensee.

Attachment 1

## ANNEXURE 3

### HNCMA DEVOLVED GRANTS PROTOCOL

#### Introduction

Devolved grants are a key community engagement tool and an efficient mechanism to deliver on-ground outcomes tailored to specific regional circumstances and priorities. This Protocol provides principles for the use and management of devolved grants.

Devolved grants are not available under the Australian Government Community Action Grants.

A devolved grant is one under which the granting of funds is devolved from the Commonwealth to a third party. Under this arrangement some aspects of the investment may be unknown at the time funds are passed to the proponent. Potentially unknown aspects of the investment include the:

- final recipients of the funding;
- size of individual grants and hence the scale of the individual activities;
- the precise location and details of the individual projects on which funds will be expended; and
- the final terms and conditions under which the funds are granted.

In addition the final grant recipient may not understand the original source of the funds, the purpose for which they were granted nor give due acknowledgment.

There is a need to indicate the circumstances in which devolved grants can be used and specify the management arrangements for devolved grants. This is required to ensure that:

- the efficiencies of devolved grants are realised;
- their use aligns with the strategic intent of delivery at the regional level;
- there is no confusion and competition between the regional component of Caring for our Country Extension and the Australian Government Community Action Grants;
- that there is appropriate reporting on Caring for our Country outcomes Commonwealth government receives due recognition for provision of Caring for our Country funds.

Devolved grants are not available under the Community Action Grants.

#### Principles to Guide the Use of Devolved Grants in Regional Delivery

The Commonwealth and State would determine whether or not a proposed activity for regional Caring for our Country funding is a devolved grant as part of their consideration of priority action proposals and regional investment strategies.

To be eligible for funding under the regional component of the Caring for our Country a devolved grant project must:

- be part of a regional investment strategy;
- demonstrate the financial or other benefits that warrants use of a devolved grant compared with other funding mechanisms;
- justify why the activities should be carried out under a regional approach as opposed to the Australian Government Community Action Grants;
- demonstrate a strategic approach by focusing on delivering specific quantified resource condition outcomes in specific locations for broadly identified recipients (e.g. land owners in Werribee Catchment). Specific resource condition outcomes should be based on the resource condition and management action targets of the regional NRM plan, where these are in place;

- provide, as part of the application, the criteria that will be used to select projects for funding or specify these in the contract between the project funder and the proponent. Funds for sub-projects (i.e. projects that receive funds under the devolved grant arrangement) should be allocated on a competitive basis related to priority investments;
- demonstrate that the selection criteria meet the objectives of the Caring for our Country for both the devolved grant project as a whole, and for each of the sub-projects that are to be funded. There should also be an assessment of how the sub-projects selected for funding will meet the overall objectives of the devolved grant project.
- indicate the relative contribution of various funding sources to the overall funds for the devolved grant and how the various source components are to be used.

#### **Management Arrangements**

While location and proponent details may not be available initially, these details must be provided as part of the contract arrangements between the project funder and proponent. The contract arrangements should individually list, track and manage the sub-projects selected for funding in terms of milestone reporting, accountability and monitoring towards clearly identified resource condition outcomes and targets (where relevant) as per the agreed contractual and reporting arrangements under the Caring for our Country program. These details should be kept up-to-date and be available on request as well as included in progress reports under contracts.

Administration of the devolved grants is to be covered by the body applying.

#### **Communication**

In all circumstances where devolved grants and their sub-projects receive funds through the Caring for our Country program appropriate acknowledgement must be given to the relevant funding program. Specifically:

- All correspondence, forms, pamphlets, and agreements sent to grant recipients must include prominent acknowledgment that all or part of the funding is from the Caring for our Country program
- Any publications, articles, newsletters or other literary works prepared as part of a project acknowledge that it is being conducted under/received support through the Caring for our Country program. A copy of any such publication is to be provided to the Commonwealth/State.
- Signs, posters or other appropriate means are used to acknowledge the Caring for our Country program and the Commonwealth and State financial support.
- Commonwealth/State's role and the relevant funding source are acknowledged at relevant forums, conferences and at project openings.
- Priority should be given to obtaining the participation of relevant Federal and State Ministers and Federal local members in launches/awards for activities funded under the Caring for our Country program. State local members should also be invited as appropriate.

#### **Monitoring, Evaluation and Reporting**

Progress reports will be required that summarize the details of the devolved grant and each individual project that is funded including:

- Progress towards the stated outcomes for the devolved grant, including how the suite of projects funded are delivering or will deliver the stated outcomes and meet the stated objectives for the devolved grant;
- Progress reports for each of the sub-projects funded through the devolved grant relating to the specific targets and outcomes for the sub-project;
- Financial reports providing details for each project funded and for the overall devolved grant.

The devolved grant and the individual projects that are funded must be consistent with the monitoring and reporting strategy for delivery of the Caring for our Country program, namely they will:

- be consistent with the National NRM Monitoring and Evaluation Framework and the National Framework for NRM Standards and Targets,
- be consistent with the requirements of the funding Parties, and
- take account of and not duplicate other natural resource management policy initiatives at State and Commonwealth level.

#### **Implementation of the Protocol**

- The guiding principles of the Protocol will be used to determine whether devolved grants within the regional stream of the Caring for our Country program should be recommended for funding approval.
- They will also be used to develop conditions in the contract between the Commonwealth or State/Territory and the proponent of the devolved grant.

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## ORDINARY COUNCIL

ORD15

**SUBJECT:** LOVE FOOD HATE WASTE (LFHW) PROGRAM ROUND 3  
**FROM:** Acting Director Works & Services  
**BINDER:** Grants and Subsidies\Grants\Environmental Trust

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### PURPOSE OF REPORT

To advise Council of the successful funding application “*Project Lunchbox*” for \$17,300 (excl. GST) through the NSW Government’s Love Food Hate Waste (LFHW) Program Round 3 administered by the Environment Protection Authority (EPA), and to seek Council’s endorsement to accept the funding.

### BACKGROUND

For the past two years, the EPA has been delivering the Love Food Hate Waste Program to help raise awareness of the food waste issue and support simple actions to reduce the amount of food waste in NSW.

To help address domestic food wastage in the Camden LGA, Council became a registered local government partner to the LFHW Program in January 2013.

The NSW Government is providing funding up to \$30,000 to local councils, regional council groups, community groups, and non-profit organisations to deliver food waste avoidance education projects targeting households in NSW.

### MAIN REPORT

In February 2013, the NSW Government announced the availability of funding of up to \$30,000 for local councils, regional council groups, community groups, and non-profit organisations through the Love Food Hate Waste (LFHW) Program, administered by the Environment Protection Authority (EPA).

The objectives of the Love Food Hate Waste program are to:

- improve individuals’ knowledge and awareness of the economic and environmental impacts of wasteful food consumption;
- promote sustainable food skills that avoid food waste, particularly through careful shopping, meal planning, and appropriate preparation and storage;
- encourage new behaviours to manage food waste better (if food waste cannot be avoided); and
- contribute to the NSW target of 66% reduction in municipal waste by 2014.

Council submitted an application for \$17,300 (excl. GST) to deliver “*Project Lunchbox*” which addresses the growing issue of food waste in the Camden LGA. This is attributed to an increase in the local generation of food waste as part of the general and green waste streams over the last two decades. Together with the current rapid residential growth (3.4% growth in 2010-2011) in the Camden LGA, it is anticipated that the local population will treble over the next 10-15 years and with it the potential for a significant increase in the generation of food waste.

“*Project Lunchbox*” is an opportunity for Council to engage the local community in addressing food waste through:

- a children's book writing competition for amateur authors of the Camden LGA;
- a Love Food Hate Waste trivia night event; and
- 'blogging' workshops followed by blogging competition.

Further detail of each activity is provided in **Attachment 1**.

Council received notification from the EPA of its successful application. Camden Council is one of 21 successful applicants from the 32 applications received by the EPA. To execute the grant the EPA has requested applicants accept the grant conditions to confirm Council's participation in the Program (see **Attachment 2**).

### **FINANCIAL IMPLICATIONS**

Council has been successful in its funding application for \$17,300 (excl. GST) from the EPA's Love Food Hate Waste Program. In application for funding, contributions from applicants must be equal to or greater than the total amount requested from the EPA and may be financial or in-kind, including staff or volunteer hours, hire/use of equipment or venues, donations of materials or sponsorship from other sources. Council's total contribution to the proposed 'Project Lunchbox' is in kind and amounts to \$17,365. In-kind contributions consist largely of staffing costs addressing project management, administration, promotion, education and ancillary costs.

### **CONCLUSION**

Council has been successful in its funding application for \$17,300 (excl. GST) through the EPA's Love Food Hate Waste Grants Program Round 3. In order for Council to confirm its participation in this Program through the delivery of the proposed Project Lunchbox, two [2] copies of the Funding Agreement need to be signed in accepting the funds.

### **RECOMMENDED**

**That Council:**

- endorse Council's participation in the Love Food Hate Waste Program through delivery of proposed 'Project Lunchbox' and accepting \$17,300 (excl. GST);**
- write to the New South Wales Government via the Environment Protection Authority thanking them for the grant; and**
- delegate the General Manager to sign both copies of the Funding Agreement for immediate return to the EPA.**

### **ATTACHMENTS**

1. Project Lunchbox Activity Details
2. LFHW Round 3 Funding Agreement



ORD15

Attachment 1

## PROJECT LUNCHBOX

“*Project Lunchbox*” is an opportunity for Council to engage the local community in addressing food waste through:

### **A Children's Book Writing Competition for Amateur Authors of the Camden LGA**

Project Lunchbox will fund and facilitate a children's book writing competition to provide opportunity for aspiring authors from the Camden LGA to tell a positive story targeting young children about reducing food waste. The competition will be promoted to the community, local early education centres and schools, library patrons, writing groups and other community groups in the LGA. Competition briefing notes will require entrants to peruse Love Food Hate Waste (LFHW) resources on the LFHW website and draw on their own family experiences for inspiration. Winning entries will be electronically produced with a small quantity printed and packed in a lunchbox and distributed to local early education centres, primary schools and libraries. LFHW funding will assist with information packs and sessions, promotion, design and production, printing and distribution of winning book entries and prizes. (Allocated \$8,000)

### **A Love Food Hate Waste Trivia Night Event**

Project Lunchbox will fund and facilitate a LFHW trivia night for up to approximately 300 community residents at a suitable local venue. Participants will be engaged through an entertaining trivia night to test their knowledge of food waste where ‘lunchbox’ prizes reiterate the key LFHW messages. Participants will be encouraged to peruse the LFHW website beforehand for ‘taster’ clues to trivia questions. The Trivia night will include other activities and entertainment such as a ‘love your leftovers’ pop up cooking masterclass to reiterate LFHW messages to the audience. LFHW funding will assist with venue costs, promotion, entertainment, prizes and appropriate LFHW catering. (Allocated \$2,100)

### **‘Blogging’ Workshops Followed by Blogging Competition**

Project Lunchbox will fund and facilitate a series of blogging workshops held in the digital space at Narellan Library to enable local young people with knowledge, skills and tools in social media and in minimising food waste to maintain a LFHW themed web log or ‘blog’. A blogging competition will engage a broader group of young people with a ‘lunchbox’ prize containing a mini ipad loaded with food apps together with LFHW resources. LFHW funding will assist with workshop facilitator, venue, promotion for workshop and competition and prizes. (Allocated \$1,600)

An allocation of \$5,600 will be used across all three activities such as LFHW factsheets, posters, menu planners, pocket guides, food storage items and book resources.



## FUNDING AGREEMENT

### LOVE FOOD HATE WASTE GRANTS PROGRAM ROUND 3

#### Terms and Conditions of Funding

I refer to your application for funding dated 8 March 2013 for the *Love Food Hate Waste* education project.

I am pleased to confirm the offer of funding from the Environment Protection Authority (EPA) as part of our *Love Food Hate Waste* program.

The terms and conditions of this offer are set out below:

#### 1 Preliminary

**Approved Funding:** \$ 17,300 (excluding GST)

**Project:** *Project Lunchbox*

**Term:** 12 months from the date of the agreement  
(*Your project should be completed within the next 12 months*)

**Applicant Contact:** Ms Denise Franovich, Environmental Education Officer,  
Camden Council, PO Box 183, Camden, NSW, 2570

**EPA Contact:** Kathy Giunta, Senior Project Officer, EPA,  
PO Box 644, Parramatta, NSW 2124

#### 2 Terms and Conditions of Assistance

- 2.1 Subject to the other terms and conditions, EPA will pay to Camden Council up to the Maximum Funding.
- 2.2 Camden Council will:

- 2.2.1 Lawfully carry out and complete the Project during the Term in accordance with their Application (Attachment 'A'), including meeting project milestones set out in Section C of the Application;
- 2.2.2 All new materials and resources developed must contain Love Food Hate Waste branding, EPA Logo, and meet requirements set out in the 'Love Food Hate Waste style guide'; and
- 2.2.3 Provide to EPA a Final Report (in the format shown in Attachment 'B') by the end of the Term giving satisfactory evidence of the completion of the Project, including the following:
- report of project outcomes
  - summary of all project expenses
  - copies of relevant documentation, including publicity for education activities
  - results of project evaluation.
- The Final Report should be sent together with all relevant supporting evidence of completion to the EPA Contact.
- 2.3 Subject to the other terms and conditions, EPA will pay Camden Council
- 2.3.1 90% of the Maximum Funding (**the first payment**) on receiving the Camden Council's acceptance of the offer, and
- 2.3.2 The balance of the Maximum Funding (**the final payment**) after EPA has received and assessed the Final Report and accepts that Camden Council has completed the Project satisfactorily.
- 2.4 Camden Council should use the funding as outlined in the Application (Attachment 'A') and according to any variations in the covering letter. Funding should not be used for the following activities and items:
- devolving or subcontracting grants (i.e. projects offering grants to other organisations)
  - any commercial activity
  - activities that, in the normal course of events, are clearly the core business of local or state government authorities or educational institutions
  - continuing administration/operational costs of organisations
  - capital equipment purchases
  - ongoing maintenance of projects which are already committed to as part of a previous grant
  - agreed commitments made by partners as part of the Love Food Hate Waste program.

- 2.5** If Camden Council does not submit the Final Report by the end of the Term, EPA shall not be obliged to pay the final payment, but may in its absolute discretion pay an amount having regard to:
- 2.5.1 the extent to which Camden Council has complied with the terms and conditions; and
  - 2.5.2 the proportion of the education activities of the Project that have been achieved.

**3 Variations**

- 3.1** If Camden Council wishes to amend the Term, Camden Council must make a written request to EPA, setting out details of:
- (a) the proposed change
  - (b) the reasons for the proposed change and
  - (c) how the proposed change will affect the Project and to what extent, if any, the Term should change.
- 3.2** Each party must advise the other party within seven (7) days of any changes to the details of their Contact.
- 3.3** Any other variation to the terms and conditions must be agreed to in writing by both parties.

**4 Claims, verification and payments**

- 4.1** Camden Council must make claims for payment by submitting a valid tax invoice for GST purposes:
- 4.1.1 In respect of the first payment together with the acceptance of the offer of funding, and
  - 4.1.2 In respect of the final payment once EPA has approved the Final report.
- 4.2** Any payments by EPA under this Agreement will be either by cheque or Electronic Funds Transfer (EFT). If Camden Council requires payment by EFT, Camden Council must provide details of the bank account belonging to Camden Council (BSB Number, Account Name and Account Number) with your tax invoice/s.
- 4.3** Camden Council agrees that EPA Waste and Resource Recovery staff, on giving reasonable notice to Camden Council may visit its premises and/or request further information or documents to check on the progress of the Project. Camden Council agrees to co-operate fully with any visit or request for information or documents.

**5 Publicity and confidentiality**

- 5.1 EPA may issue a press release in relation to the Project and may make public comments based on the content of the media release. EPA will consult with Camden Council on the content of such a press release.
- 5.2 Camden Council must seek prior written consent of EPA before making any public announcements or official events.
- 5.3 EPA and Camden Council must, subject to clauses 5.1 and 5.2, not disclose the contents of this Agreement and any associated communications between them, unless required by or under any law.
- 5.4 Successful funding recipients must ensure that the NSW Government's contribution is acknowledged with a statement in any written material in relation to the project being funded and that the correct EPA logo be used in accordance with the Love Food Hate Waste style guide. Please also ensure that an invitation is issued to a government representative to any launch or public event associated with the funding and that where they are able to attend, they are acknowledged as official guests. Where practicable, representatives should be afforded the courtesy of publicly addressing the event.
- 5.5 Materials developed as part of the project may be shared to other organisations after completion of the project.

**6 Consequences of breach**

- 6.1 If Camden Council breaches any of the terms and conditions, EPA may suspend or terminate this Agreement. If EPA terminates the Agreement, Camden Council must repay to EPA any unspent monies paid under this Agreement at the time of termination.
- 6.2 Camden Council must repay any amount demanded by EPA under this clause within seven days of the date of the demand.

**7 Waiver**

- 7.1 Any waiver of any rights conferred under this Agreement is only effective if communicated in writing.

If you agree to the terms and conditions, you may accept the offer of funding by signing both copies of this Funding Agreement and returning one copy to

Elizabeth Craggs along with a tax invoice (quoting the Purchase Order number) for your first payment before **Tuesday 11 June 2013**.

If you do not accept the offer of funding by the due date, the offer automatically lapses at the end of the period.

I look forward to receiving a copy of this Funding Agreement, signed on behalf of Camden Council, to confirm that Camden Council accepts our offer of funding and will proceed with the Project.

If you have any queries in relation to this Funding Agreement, please contact Kathy Giunta, Senior Project Officer, Resource Recovery on (02) 8837 6391.

ORD15

Attachment 2

ORD15

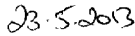
**Signed by Stephen Beaman for EPA:**

I confirm an offer of funding, subject to the above terms and conditions.



.....  
Signature

**Stephen Beaman**  
**Director Waste and Resource Recovery**  
**NSW Environment Protection Authority**



.....  
Date

**Acceptance of Offer for Camden Council**

On behalf of Camden Council, I, being a person duly authorised by the funding recipient, confirm acceptance of the above terms and conditions and agree to enter into the Agreement.

.....  
Signature of authorised signatory

.....  
Full name of authorised signatory

.....  
Position

.....  
Date

**ATTACHMENT A**

**Completed application form**  
See following pages

**ATTACHMENT B**

**Format of final report**  
See following pages

Attachment 2

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## ORDINARY COUNCIL

ORD16

ORD16

**SUBJECT: CLOSURE OF THE MEETING TO THE PUBLIC**  
**FROM:** Director Governance  
**BINDER:** Closure of the Meeting

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In accordance with the Local Government Act 1993 and the Local Government (General) Regulation 2005, in the opinion of the General Manager, the following business is of a kind as referred to in Section 10A(2) of the Act and should be dealt with in a part of the meeting closed to the media and public.

- Deed of Agreement – Personal Hardship

Council may, by resolution, allow members of the public to make representations as to whether the meeting should be closed before any part of the meeting is closed to the public. A representation by a member of the public as to whether a part of the meeting should be closed to the public can only be made for a fixed period immediately after the motion to close the part of the meeting is moved and seconded. That period would be limited to four minutes, in line with Council's Public Address Policy.

The meeting will only be closed during discussion of the matters directly the subject of the report and no other matters will be discussed in the closed section of the meeting.

Members of the public will be readmitted to the meeting immediately after the closed section is completed and if the Council passes a resolution during that part of the meeting that is closed to the public, the Chairperson will make the resolution public as soon as practicable after that closed part of the meeting has ended.

### RECOMMENDED

**That:**

- the meeting be now closed to the media and public to discuss a report concerning commercial information of a confidential nature dealing with personal hardship, in accordance with the provisions of (Section 10A(2)(b)) of the Local Government Act, 1993; and**
- any objections or submissions as to the closure of the meeting be now heard and be limited to a period of four minutes.**