

BUSINESS PAPER

Special Meeting

Friday 31 January 2020

Roma Administration Centre

NOTICE OF MEETING

Date: 31 January 2020

Mayor:

Councillor T D Golder

Deputy Mayor:

Councillor J L Chambers

Councillors:

Councillor N H Chandler

Councillor P J Flynn

Councillor G B McMullen

Councillor W M Newman

Councillor C J O'Neil

Councillor D J Schefe

Councillor J M Stanford

Chief Executive Officer:

Ms Julie Reitano

Senior Management:

Mr Rob Hayward (Deputy Chief Executive Officer/Director
Corporate, Community & Commercial Services)

Ms Sharon Frank (Director Corporate, Community & Commercial
Services)

Please find attached agenda for the **Special Meeting** to be held at the Roma Administration Centre on
January 31, 2020 at 9.00AM

A handwritten signature in black ink, appearing to read 'Julie Reitano'.

Julie Reitano
Chief Executive Officer

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OFFICER REPORT

Meeting: Special 31 January 2020

Date: 30 January 2020

Item Number: 6.1

File Number: D20/7448

SUBJECT HEADING: Request for In-kind Assistance - Venue Hire - Buy from the Bush Campaign

Classification: Open Access

Officer's Title: Manager - Economic & Community Development

Executive Summary:

The successful "Buy from the Bush" campaign founder Kerri Brennan, has approached Council for support for her inland Queensland tour which is commencing 24 February and concluding 21 March 2020. The event is aimed at teaching business owners (targeting women on the land) how to build and run an online business. The events offer free admission.

Local promotions organiser "Maranoa Events" (contact Rhondda Toms-Morgan) is hosting the visit of Buy from the Bush, and organising the events. Council is requested to provide in-kind assistance for venue hire.

Officer's Recommendation:

That Council waives the security deposit and venue hire for the Earnest Brock Room and the Mitchell Hall for the purpose of conducting the Buy from the Bush business events on 26 & 27 February respectively, to the value of \$1,350.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

- Ag-Connect
- Department of Agriculture forestry and Fishing
- Southern Queensland Futures
- Maranoa Events

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

In-kind assistance must be approved by Council.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Maranoa Regional Council CEO was approached by the founder of the Buy from the Bush Campaign, Kerri Brennan on Wednesday 29 January and again on Thursday 30 January requesting Council support for the proposed event. The Tour will commence in Toowoomba (Kerri Brennan's home town) on 24 February 2020, and over a month will visit most towns in Outback Queensland concluding back in Toowoomba 21 March 2020.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

None

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

None

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?

(Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Buy from the Bush QLD began 18 months ago as the drought dried up farm finances. They help (mostly) women to create cash flow by selling products and services. Their aim is to promote bush businesses from QLD for FREE on their Facebook page and directory website, showcasing the amazing creativity of these small businesses.

They also teach business owners how to build and run an online business by getting out on tour to drought-stricken areas regularly and running free workshops on how to use social media. They make short videos of their products and work and give them a hand up in troubled times.

They have more than 15,000 followers on their Facebook page "Buy from the Bush QLD". In the month of December they reached 99,000 people and had 91,000 LIKES, SHARES and COMMENTS.

The organic growth of this Page would have cost hundreds of thousands of dollars in promotion but our customers are promoting the Page because they love what they see and share with their friends and family. And the businesses are reporting amazing growth and sales.

Going on the road to run free “Share your Story” events costs money for fuel, accommodation and food for the team of four. Together they make videos of the products and the people and deliver hands-on training workshops in social media marketing and teaching people how to set up Facebook business pages, market their goods and services and receive online payment. They set up these events everywhere from shire halls to shearing sheds.

Local identity Rhondda Toms-Morgan from consulting firm AG-connect and local events organisers, Maranoa Events, is assisting the group to obtain financial assistance to conduct the events locally through government agencies like the Department of Agriculture Forestry and Fishing and catchment management group, Southern Queensland Landscapes. We understand that this funding is close to being secured.

Council has been approached to offset any costs by providing venues for either two events in Roma 26 & 27 February, or alternatively one in either Roma on 26 February or Mitchell on 27 February. This is to be confirmed when funding is announced.

Anticipating that the event will secure sponsorship, the author has booked the Earnest Brock Room in Roma and the Mitchell hall on the days mentioned.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Department of Agriculture Forestry and Fishing
Southern Queensland Futures

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The maximum exposure to Council will be \$1350.00 worst case and probably \$900.00, dependent of final schedule.

The In-kind assistance minor budget WO. 02887.2246.2001 Materials and Services has \$5,000.00 of a possible \$5,000.00 remaining.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

I can foresee no adverse impacts on anyone or any organisation as a consequence of this decision.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Financial assistance	It is possible that Council may be asked to financially support this event if their funding is not forthcoming.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Council should make the venues mentioned available a no cost to the event organisers, and charge the cost to its Minor In-kind budget.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council supports the event/s by providing In-kind support for the cost of venue hire.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.11 Support development of our local communities through planning, programs and events

4.11.4 Deliver a range of annual, biennial and one-off budgeted Council events in partnership with local community groups (where applicable).

Supporting Documentation:

1	Buy from the Bush - Letter of Interest	D20/7444
2	Buy from the Bush - Sponsorship Invitation	D20/7445
3	Buy from the Bush - The Great Outback Tour 2020	D20/7446
4	Buy from the Bush tour - NEW Roma Budget	D20/7447

Report authorised by:

Chief Executive Officer



Letter of Interest

RE Share Your Story Event – Buy from the Bush QLD

We are very excited to submit Buy from the Bush QLD's proposal to bring our "Share your Story Event" to your area. The results of our page have been felt across the state. Australia Post reported that their parcel post from rural areas increased by 30% this Christmas period compared to the last. They attributed this largely to the success of our page.

Following our incredible success with our events in Toowoomba and Goondiwindi, we are planning to bring the event on a 30 day tour of QLD.

We have received many requests from businesses all over the state asking us to come to them, so we are thrilled to bring our team west!

We are unique in that we not only offer mentoring, training and support to local businesses, but offer them an immediate, tangible result by promoting them to our large customer base via Facebook and our directory website. By the time we have had our one on one session with a business owner, our aim is to have them set up as a Facebook Business, listed on our website and ready to receive orders and take electronic payments. We also aim to help them feel confident and join them up to our free on-going support program.

We are *Women helping women (over 95% of our business owners are women)

- *Helping farmers who are creating a second source of income not reliant upon the weather
- *Helping local rural shops who are also struggling
- *Building community
- *Keeping people in the bush
- *Building long term resilience
- *Bridging the gap between urban dwellers and farmers and rural businesses

To do this, we need your support. We have attached a Sponsorship Invitation for your information. We are a small team of 4 and are very flexible to be able to meet the varying needs within different communities.

I have also attached our proposed itinerary.

If you require any further information, please do not hesitate to contact me.

Yours in the Bush

Kerri Brennan

Founder, Buy from the Bush QLD

Sponsorship Invitation



**The drought has dried up water supplies and family farm finances –
we need your help, please.**

Buy from the Bush QLD is seeking sponsorship to continue its great work. **Buy from the Bush QLD** began 18 months ago as the drought dried up farm finances. We help (mostly) women to create cashflow by selling products and services. We are passionate about meeting the people behind the businesses and telling their story.

Our aim We promote bush businesses from QLD for FREE on our Facebook page and directory website, showcasing the amazing creativity of these small businesses. We also teach business owners how to build and run an online business by getting out on tour to drought-stricken areas regularly and running free workshops on how to use social media. We make short videos of their products and work and give them a hand up in troubled times.



Join Our Success Story

We now have more than 15,000 followers on our Facebook page **Buy from the Bush QLD**. In the month of December we reached 99,000 people and had 91,000 LIKES, SHARES and COMMENTS.

The organic growth of this Page would have cost hundreds of thousands of dollars in promotion but our customers are promoting the Page because they love what they see and share with their friends and family. And the businesses are reporting amazing growth and sales.

Sponsorship to go bush

Going on the road to run free **"Share your Story"** events costs us money for fuel, accommodation and food for our team of four. Together we make videos of the products and the people and deliver hands-on training workshops in social media marketing and teach people how to set up Facebook business pages, market their goods and services and receive online payment.

We set up these events everywhere from shire halls to shearing sheds – and we need your help to keep going – because more locations are begging us to come and assist them.

What next?

We are looking for government, industry partners and businesses to help us expand to reach the most isolated and drought-stricken farming families in Queensland with our **“Share your Story”** events and training days. There are thousands more drought-stricken families who need a way to connect with the world and establish business cashflow that is independent of the drought.

Tourism and accommodation to the bush will be our next major promotion, showcasing rural, regional and remote locations as tourist destinations.

How to get involved

If you would like us to come to your town or district on our next trip, please see the attached itinerary and we will provide you with a costing for us to lock in our free **“Share your Story”** training event for your community. Alternatively, if you would like to sponsor the team, see our sponsorship offers enclosed.

Please contact the team on (0438035444 or kerri.brennan21@gmail.com) to arrange sponsorship by your shire, industry or business.

With sincere thanks

Kerri

Kerri Brennan

Founder

Buy from the Bush QLD



Itinerary

Mon 24 Feb	Drive Toowoomba – St George (lunch with key stakeholders) - Dirranbandi Dirranbandi 4pm – 8pm Event with local market running simultaneously
Tues 25 Feb	Drive Dirranbandi to St George St George 10am – 4pm Event with local market running simultaneously St George 5pm-7pm Business After Hours with the Chamber of Commerce and
Wed 26 Feb	Drive St George to Roma Roma 3pm – 8pm Event
Thu 27 Feb	Roma 3pm – 8pm Event
Fri 28 Feb	Drive Roma to Charleville Charleville 3pm – 8pm Event
Sat 29 Feb	Charleville 3pm – 8pm Event
Sun 1 Mar	Drive Charleville - Tambo No event
Mon 2 Mar	Tambo 9am-11am Event Drive Tambo to Blackall Blackall Event 6pm – 8pm
Tue 3 Mar	Drive Blackall to Barcaldine Barcaldine Event 10am-12pm Drive Barcaldine to Longreach Longreach 4pm – 8pm Event
Wed 4 Mar	Longreach 3pm – 8pm Event
Thu 5 Mar	Day in Longreach No event – Feature tourist attractions
Fri 6 Mar	Drive Longreach to Winton Winton 3pm – 8pm Event
Sat 7 Mar	Drive Winton to Cloncurry Saturday 3pm – 8pm Event
Sun 8 Mar	Cloncurry No event
Mon 9 Mar	Cloncurry 3pm – 8pm Event
Tue 10 Mar	Drive Cloncurry to Julia Creek Julia Creek 10am – 11am Event Hughenden 4pm – 7 pm Event
Wed 11 Mar	Drive Hughenden to Charters Towers Charter Towers 3pm – 8pm Event
Thu 12 Mar	Charters Towers Event 3pm – 8pm
Fri 13 Mar	Drive Charters Towers to Emerald Emerald 4pm – 8pm Event
Sat 14 Mar	Emerald 10am – 4pm Event
Sun 15 Mar	Drive Emerald to Tannum Sands
Mon 16 Mar	Tannum Sands 3pm – 8pm Event

Tue 17 Mar	Drive in afternoon Tannum Sands to Mundubbera
Wed 18 Mar	Mundubbera Event 3pm – 8pm
Thu 19 Mar	Drive Mundubbera to Murgon Murgon 3pm – 8pm event
Fri 20 Mar	Drive Murgon to Kingaroy Kingaroy Event 10am – 4pm
Sat 21 Mar	Drive Kingaroy to Toowoomba

Wednesday, 26th February ROMA - 6hr event

Thursday, 27th February MITCHELL - 6hr event

<i>Details WORKSHOP TOWN</i>	<i>Buy from the Bush QLD team</i>	<i>Team accom (2 twin rooms)</i>	<i>Meals @ \$65 per person per day</i>	<i>Travel</i>	<i>Collection of data and feedback</i>	<i>Equipment hire</i>	<i>TOTAL</i>
<i>Wednesday 26 February ROMA 6 hour event</i>	\$2,000	\$250	\$260	\$100	\$550	\$50	\$3,210
<i>Thursday 27 February MITCHELL 6 hour event</i>	\$2,000	\$250	\$260	\$100	\$550	\$50	\$3,210



OFFICER REPORT

Meeting: Special 31 January 2020

Date: 31 January 2020

Item Number: 6.2

File Number: D20/7557

SUBJECT HEADING: Request for CEO Signature on the New Head Funding Agreement Between the State of Queensland and Maranoa Regional Council

Classification: Open Access

Officer's Title: Customer Service Officer

Executive Summary:

Council received a letter from the Director-General, Department of Local Government, Racing and Multicultural Affairs requesting for the New Head Funding Agreement be reviewed, signed and sent back by 31 January 2020.

Officer's Recommendation:

That Council approve the Chief Executive Officer to sign the agreement.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

State Government of QLD
Local Governments

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

In September 2019, the Honourable Stirling Hinchliffe MP, Minister for Local Government, Minister for Racing and Minister for Multicultural Affairs announced the commencement of the new Grants to Local Government Model (the Model).

The intent is that all new Local Government grant programs administered by State Departments to Councils will be subject to the new Model.

Under the Model's streamlined framework, a new Head Funding Agreement (the Agreement) has been developed. The Agreement is perpetual and will remain in place unless terminated in accordance with Clause 14.1.

The Agreement outlines the obligations of both Council and the State. This single contractual arrangement will not only reduce and streamline the contractual process but provide a uniform set of general terms and conditions between the State and Council.

The New Head Funding Agreement concerns the whole of Council and requires Council consideration and approval.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Nil

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Nil

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

The agreement will provide the framework for future funding.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

For Council to approve for the CEO to sign the new agreement.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council approve the Chief Executive Officer to sign the agreement.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.1 Plan for our region's financial future

2.1.1 Consider both the short-term and longer term financial impacts of Council's policy development and decisions, on behalf of current and future residents.

Supporting Documentation:

1 [Letter to CEO Maranoa Regional Council and Head Funding Agreement](#) D20/7541

Report authorised by:

Chief Executive Officer

Brittany Lafrenais

From: Executive Correspondence DLGRMA
<executivecorrespondence@dlgrma.qld.gov.au>
Sent: Friday, 20 December 2019 9:33 AM
To: Office of the CEO
Subject: HPRM: Letter from the Director-General, Department of Local Government, Racing and Multicultural Affairs - DGBN19/961
Attachments: DGBN19-961 - Letter to Council_Part4.pdf; Maranoa Regional Council.pdf
Record Number: D20/7176

Please find attached a letter from the Director-General, Department of Local Government, Racing and Multicultural Affairs.

Please do not reply to this email as it is automatically generated. All future communications should be addressed to the contact details shown below.

Office of the Director-General
Department of Local Government, Racing and Multicultural Affairs
PO Box 15009, City East QLD 4002
Level 34, 1 William Street, Brisbane

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For more information regarding this service, please contact your service provider.



Department of Local Government,
Racing and Multicultural Affairs

Our ref: DGBN19/961

20 December 2019

Ms Julie Reitano
Chief Executive Officer
Maranoa Regional Council
PO Box 42
MITCHELL QLD 4465

Dear Ms Reitano

In September 2019, the Honourable Stirling Hinchliffe MP, Minister for Local Government, Minister for Racing and Minister for Multicultural Affairs announced the commencement of the new Grants to Local Government Model (the Model).

The intent is that all new Local Government grant programs administered by State Departments to Councils will be subject to the new Model.

Under the Model's streamlined framework, a new Head Funding Agreement (the Agreement) has been developed. The Agreement is perpetual and will remain in place unless terminated in accordance with Clause 14.1.

The Agreement outlines the obligations of both Council and the State. This single contractual arrangement will not only reduce and streamline the contractual process but provide a uniform set of general terms and conditions between the State and Council.

The key points to note for this new Agreement include:

- The Department of Local Government, Racing and Multicultural Affairs (the Department), on behalf of the State of Queensland, will enter into the Head Funding Agreement with Council.
- There will only need to be one Head Funding Agreement between the State of Queensland and Council for the provision of State funding for Local Government grant programs. Other State agencies can then rely on the agreement for the formation of Project Funding Agreements for a particular project (or group of projects) under a Local Government grant program.

1 William Street Brisbane
PO Box 15009 City East
Queensland 4002 Australia
Telephone +61 7 3452 7009
ABN 251 66 523 889

- Once the State has determined Council is entitled to funding for a particular project (or group of projects) a Project Funding Schedule (Annexure A of the Head Funding Agreement) will be provided to Council. Project funding schedules set out the key details for a particular project (or group of projects), including the amount of funding, the project description and milestone and reporting requirements.
- The Head Funding Agreement and a Project Funding Schedule together form a Project Funding Agreement. The Project Funding Agreement will be the agreement under which the State commits to provide project funding to Council for a particular project (or group of projects).

The majority of the Agreement is similar to the Head Agreement for the Queensland Reconstruction Authority which your Council has recently entered into between the Council and the Queensland Reconstruction Authority.

Additional guidance material about the Head Funding Agreement is currently being developed, which will include information about how the Head Funding Agreement operates and answers commonly asked questions. This material will be available from 10 January 2019.

This guidance material, the Head Funding Agreement template and additional Model resources will be available on the Department's website at www.dlgrma.qld.gov.au/grantsmodel.

Please review the Agreement, sign on page 2 and return it to the Department at grantsmodel@dlgrma.qld.gov.au no later than **31 January 2020**. Please note that Annexure A – Template Project Funding Schedule has been included with the Agreement for information only and does not need to be completed at this time.

Once a signed copy has been returned to the Department, an officer of the Department will countersign the Agreement and provide an executed copy of the Agreement to Council.

I have asked for Mr John Martinkovic, Regional Director, Southern Region, Local Government Division in the Department to assist you with any further queries. You may wish to contact Mr Martinkovic on 3452 6872 or by email at John.Martinkovic@dlgrma.qld.gov.au.

Yours sincerely



Warwick Agnew
Director-General

Enc



Head Funding Agreement

Between

The State of Queensland

(State)

and

Maranoa Regional Council

(Recipient)

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Head Agreement Details

Date		
Parties	State and Recipient	
State	Name and ABN	State of Queensland represented by the Administration Agency, 25 166 523 889
	Address	1 William Street, Brisbane QLD 4000
	Postal Address	PO Box 15009, City East QLD 4002
	Phone	13 QGOV (13 74 68)
	Email	grantsmodel@dlgrma.qld.gov.au
	Attention (Name)	Mr Warwick Agnew
	Attention (Role)	Director-General, Department of Local Government, Racing and Multicultural Affairs
Recipient	Name and ABN	Maranoa Regional Council, 99 324 089 164
	Address	Corner Quintin & Bungil Sts, ROMA QLD 4455
	Postal Address	PO Box 42, MITCHELL QLD 4465
	Phone	1300 007 662
	Email	council@maranoa.qld.gov.au
	Attention (Name)	Ms Julie Reitano
	Attention (Role)	Chief Executive Officer
Recipient Bank Account Details	Account Name	Maranoa Regional Council Operations Account
	BSB	084-822
	Account Number	508854461
	Branch	
	Email (remittance)	council@maranoa.qld.gov.au

Recitals	<p>A The State funds and administers Grant Programs.</p> <p>B The Recipient may be eligible for funding under one or more Grant Programs.</p> <p>C This Head Agreement sets out the terms and conditions under which the State will enter into project specific arrangements (by execution of a Project Funding Schedule to form a Project Funding Agreement) to provide funding for specific projects (Project Funding) to the Recipient, if the Recipient is successful in an application for funding under a Grant Program.</p>	
Special Conditions	Nil	
<p>By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules.</p>		
Signed for and on behalf of the State of Queensland by a duly authorised officer in the presence of		Signed for and on behalf of the Recipient by a duly authorised officer in the presence of
Signature of witness		Signature of witness
Name of witness		Name of witness
Signature of Authorised Person		Signature of Authorised Person
Name of Authorised Person		Name of Authorised Person
Date		Date

Schedule 1 - General Terms and Conditions

1. Head Agreement Term

This Head Agreement commences on the Head Agreement Commencement Date and continues until it is terminated under this Head Agreement.

2. Head Agreement and Project Funding Agreement Structure

2.1 Purpose of Head Agreement

This Head Agreement:

- (a) governs the relationship between the State and the Recipient in relation to all Funding that may be provided to the Recipient;
- (b) provides the general terms for the provision of Funding to Recipients; and
- (c) sets out the framework under which the State and the Recipient will enter into Project Funding Agreements for the provision of Funding for each Project (**Project Funding**).

2.2 Composition of Head Agreement

- (a) This Head Agreement comprises:
 - (i) the Head Agreement Details (including the Special Conditions (if any));
 - (ii) this Schedule 1 - General Terms and Conditions; and
 - (iii) Annexure A - Template Project Funding Schedule.
- (b) To the extent of any inconsistency between the above documents, the document higher in the list will prevail over the documents lower in the list to the extent of the inconsistency.

2.3 Formation of Project Funding Agreements

- (a) If the Recipient:
 - (i) is successful in its application for Funding;
 - (ii) has made a submission for Funding and is assessed as being entitled to Funding; or
 - (iii) is otherwise allocated Funding by the State,
 for a Project, for each Project:
 - (iv) the State will prepare a Project Funding Schedule in respect of the Funding for the Project;
 - (v) the State and the Recipient will execute the Project Funding Schedule; and
 - (vi) upon execution of the Project Funding Schedule by the last Party to sign, the State and the Recipient will be deemed to have entered into a separate binding Project Funding Agreement in respect of the Project.

- (b) The Project Funding Agreement will comprise:
 - (i) the relevant Project Funding Schedule (including the Special Conditions); and
 - (ii) clauses 3 to 20 of this Head Agreement.
- (c) If there is any inconsistency between the terms of the relevant Project Funding Schedule (including any Special Conditions) and this Head Agreement, the terms of the relevant Project Funding Schedule will prevail.

2.4 Funding not guaranteed

The Recipient acknowledges that:

- (a) this Head Agreement provides a framework for the formation of Project Funding Agreements; and
- (b) the Recipient's entry into this Head Agreement does not entitle the Recipient to receive any Funding or offers of Funding.

2.5 Acknowledgment of Policy Agency and Administration Agency

The Recipient acknowledges and agrees that, unless otherwise notified by the Policy Agency:

- (a) the Policy Agency has appointed the Administration Agency as its agent to administer the Project Funding Agreement;
- (b) the Administration Agency will hold the Project Funding on trust for the Policy Agency;
- (c) the Administration Agency, as agent for the Policy Agency, is responsible for the payment of the Project Funding to the Recipient; and
- (d) any act or omission by the Administration Agency to the Recipient is in the Administration Agency's capacity as the Policy Agency's agent.

3. Delivery of the Project

3.1 Recipient obligation to deliver the Project

The Recipient must deliver each Project:

- (a) in accordance with:
 - (i) the relevant Project Funding Agreement; and
 - (ii) if applicable, the relevant Approved Project Plan;
- (b) if applicable, by the Milestone Dates for each Milestone; and
- (c) by the Project Completion Date.

3.2 Recipient's Contribution

If item 8 of the Project Funding Schedule specifies a Recipient's Contribution for the Project, the Recipient must provide the Recipient's Contribution.

3.3 Third Party Contribution

- (a) If item 9 of the Project Funding Schedule specifies a Third Party Contribution for the Project, the Recipient must:
- (i) obtain the Third Party Contribution from the Third Party Contributor and apply the Third Party Contribution only for the purposes of the Project;
 - (ii) if the Recipient is unable to obtain the Third Party Contribution from the Third Party Contributor:
 - A. secure an amount equal to the Third Party Contribution from another third party; or
 - B. contribute an amount equal to the Third Party Contribution as a Recipient's Contribution,
 and apply that amount only for the purposes of the Project.
- (b) If, at any time, the Recipient receives:
- (i) amounts from a Third Party Contributor in excess of the Third Party Contribution specified for that Third Party Contributor; or
 - (ii) contributions for the purposes of the Project from a third party other than Third Party Contributor,
- that, in aggregate with the Third Party Contributions received, exceed the aggregate of the Third Party Contributions specified in the Project Funding Schedule, the Recipient must immediately notify the State of the amount of the excess contributions received (**Excess Third Party Contribution Notice**).
- (c) Upon receipt of an Excess Third Party Contribution Notice, the State may, in its absolute discretion, reduce the amount of the Project Funding by an amount up to the value of the excess contributions, as specified in the Excess Third Party Contribution Notice.

3.4 Approved Project Plan

If required in the Program Guidelines or otherwise under the relevant Project Funding Schedule, the Recipient must:

- (a) prepare and submit a plan for the conduct of the Project to the State for the State's approval, in accordance with the requirements specified in the Program Guidelines or item 12 of the relevant Project Funding Schedule;
- (b) monitor and evaluate the progress, including against the Approved Project Plan (if any);
- (c) advise and seek the State's approval of any changes to the Approved Project Plan (if any); and
- (d) advise the State of any adverse event which may impact on progress against the Approved Project Plan as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.

3.5 Project Management

- (a) This clause 3.5 applies for a Project if item 25 of the Project Funding Schedule for the Project states that it applies.

- (b) For the Project, the Recipient must:
 - (i) engage or nominate from within the Recipient's organisation a suitably qualified project manager with the relevant skills and experience to undertake the Project and notify the State of the engaged or nominated person (**Appointed Project Manager**); and
 - (ii) advise the State of any adverse event which may impact on progress against the scope of the activities required to deliver the Project as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.
- (c) If, at any time during the Project Funding Agreement Term, the State forms an opinion that the Appointed Project Manager has failed or is failing to adequately discharge the duties of Appointed Project Manager, the State may:
 - (i) request a meeting with the Recipient (and the Appointed Project Manager) to discuss the Appointed Project Manager's performance; and
 - (ii) notify the Recipient of requirements for improvement in the performance of the Appointed Project Manager (**Improvement Notice**).
- (d) If the Appointed Project Manager does not, in the State's reasonable opinion, implement the requirements for improvement specified in the Improvement Notice within a reasonable period (which may be specified in the Improvement Notice), the State may direct the Recipient to engage or nominate another person as the Appointed Project Manager. The Recipient must comply with a direction to replace the Appointed Project Manager.
- (e) The Recipient will allow the State and its agents:
 - (i) access to the sites in which the Project is being conducted prior to, during and/or after completion of the Project; and
 - (ii) access to the Appointed Project Manager on three (3) Business Days' notice, and will render all reasonable and necessary assistance to enable those persons to:
 - A. undertake project monitoring; and
 - B. oversee the progress of the Project and development on a regular basis.
- (f) The Recipient agrees that:
 - (i) the Recipient is fully responsible for all aspects of the planning, design, construction, completion and operation of the Project; and
 - (ii) no comment on or approval or rejection of any documents, reports or plans by the State under or in connection with the Project Funding Agreement shall affect such responsibility of the Recipient or give rise to any obligation or liability on the part of the State.

3.6 Construction and Contracting

- (a) This clause 3.6 applies for a Project if item 26 of the Project Funding Schedule for the Project states that it applies.
- (b) The Recipient is responsible for obtaining all Approvals required for the conduct of the Project.

- (c) The Recipient must not commence the physical construction or any portion or stage of a Project until all Approvals required for such commencement or the relevant portion or stage have been obtained, unless otherwise approved in writing by the State.
- (d) For each Project, the Recipient must commence the physical construction by the dates specified in the relevant Approved Project Plan unless otherwise approved in writing by the State.
- (e) The Recipient acknowledges and agrees that the Project Funding for a Project may be withdrawn if the Recipient has not commenced or is not otherwise meeting the timeframes for the Project set out in the Approved Project Plan.
- (f) The Recipient may engage a contractor to undertake all or any part of the Project in accordance with clause 3.6(g).
- (g) The Recipient must ensure that any contractor engaged by it to undertake all or part of a Project:
 - (i) has the necessary licences, qualifications, skills and experience to undertake the contracted work in a professional and competent manner;
 - (ii) undertakes the contracted work in a professional and competent manner and is obliged to comply with all applicable laws;
 - (iii) holds and maintains appropriate levels of professional indemnity, workers compensation and public liability insurance;
 - (iv) keeps and maintains full and accurate records and accounts of the conduct of the Project as that required of the Recipient under the relevant Project Funding Agreement and grants access to the State to those records and accounts as stipulated under the Project Funding Agreement;
 - (v) complies with all the applicable terms of the Project Funding Agreement with respect to the construction and delivery of the Project under the Approved Project Plan as if the contractor was a party to the Project Funding Agreement;
 - (vi) does not sub-contract the contracted work without first obtaining a written consent from the Recipient; and
 - (vii) is responsible for all acts and omissions of any sub-contractor engaged by the contractor in performing such sub-contracted work.
- (h) The Recipient will not be relieved of any of its obligations under the Project Funding Agreement by reason of having engaged a contractor.
- (i) The Recipient must provide copies of the contractor's insurances, stipulated in item 27 of the Project Funding Schedule for a Project, to the State at any time when requested by the State.
- (j) The Recipient must ensure that it obtains certificates of renewal from the contractor for the insurances detailed in item 27 of the Project Funding Schedule for a Project and must provide copies of those renewals to the State at any time when requested by the State.

3.7 Notification and Disclosure to the State

The Recipient must promptly notify the State of any matters the Recipient reasonably considers may affect the Recipient's ability to:

- (a) deliver a Project in accordance with the Milestones and by the Project Completion Date;
- (b) carry out a Project generally, and in accordance with the Approved Project Plan (if any); or
- (c) otherwise comply with the terms and obligations of the relevant Project Funding Agreement and the Program Guidelines.

4. Project Funding

4.1 Payment of the Project Funding

- (a) For each Project, subject to:
 - (i) the terms of the relevant Project Funding Agreement;
 - (ii) the Recipient not being in breach of the relevant Project Funding Agreement; and
 - (iii) the Recipient's satisfaction of the Milestone Requirements for the relevant Milestone under the relevant Project Funding Agreement,

the State will pay the Recipient the Milestone Amount in respect of the Milestone within a reasonable period of the later of:

 - (iv) the Milestone Date; and
 - (v) the date the Recipient:
 - A. satisfies the Milestone Requirements for the relevant Milestone; and
 - B. submits a Payment Claim.
- (b) The State may satisfy a Payment Claim made under clause 4.1(a)(v)B by making a cash payment through an RCTI into the Recipient's Bank Account.

4.2 Amount of Project Funding

- (a) Despite any other provisions of this Head Agreement or the Project Funding Agreement, the Project Funding is the full amount of the State's commitment to the Recipient under the Project Funding Agreement.
- (b) The Recipient acknowledges and accepts that, for the Project:
 - (i) it will not be entitled to any amount in excess of the Project Funding from the State;
 - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
 - (iii) the State makes no representations about future funding and there is no obligation on the State to provide future funding to the Recipient in respect of any matter, including the Project.
- (c) For each Project Funding Agreement, the Recipient warrants that it has sufficient funds to complete the Project if the amount of the Project Funding is insufficient to deliver the Project.

4.3 Use of the Project Funding

For each Project Funding Agreement, the Recipient must use the Project Funding solely for Eligible Project Costs.

4.4 Suspension of Funding

- (a) The State may suspend payment of any Milestone Amount at any time if:
 - (i) the Recipient fails to comply with a Project Funding Agreement, including failure to meet any Milestone Requirements; or
 - (ii) the State forms the reasonable belief that:
 - A. based on the Recipient's expenditure on the Project to date, the Recipient is unlikely to be able to complete the Project for the Estimated Total Project Cost; or
 - B. the Recipient is unlikely to be able to complete the Project by the Project Completion Date.
- (b) This clause 4.4 does not prejudice the State's rights under a Project Funding Agreement or at law (including the right to terminate under clause 14).

4.5 Repayment

- (a) For each Project, if:
 - (i) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement any part of the Project Funding remains unspent; or
 - (ii) at any time the State, acting reasonably:
 - A. determines that it has paid the Recipient an amount that exceeds the Project Funding; or
 - B. forms the opinion or otherwise becomes aware that the Recipient has used, spent or committed the Project Funding otherwise than in accordance with the Project Funding Agreement,

the Recipient must, subject to clause 4.5(b), repay the Project Funding (or a part of the Project Funding, as applicable) to the State, within twenty-one (21) days of notice in writing from the State. The Recipient agrees that if it does not repay the Project Funding in accordance with this clause 4.5, then the Project Funding will be a debt immediately due and payable to the State.

- (b) As an alternative to issuing a notice requiring repayment under clause 4.5(a), the State may in its absolute discretion, by notice to the Recipient, reduce the amount of any Project Funding payable under any Project Funding Agreement formed under this Head Agreement, up to the relevant amount.

4.6 Allocation of cost savings

- (a) This clause 4.6 applies if:
 - (i) there is a Recipient Contribution or Third Party Contributions;

- (ii) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement, the actual cost of the Project is less than the Actual Total Project Cost; and
- (iii) the amount of the Project Funding that has been spent by the Recipient is greater than the proportion of the Recipient's Contribution and Third Party Contributions (as applicable).
- (b) Unless otherwise agreed with the State, the Recipient must repay to the State an amount of the Project Funding calculated in accordance with the following formula:

$HC \times Savings$

Where

HC is the percentage amount by which the Project Funding spent by the Recipient exceeds the proportion of the Recipient's Contribution and Third Party Contributions; and

Savings is the actual cost of the Project incurred by the Recipient less the Actual Total Project Cost.

5. Assets

- (a) Unless:
 - (i) expressly permitted by the relevant Program Guidelines for a Project; or
 - (ii) an Asset is identified as a "Permitted Asset" in item 22 of the Project Funding Schedule for a Project,

the Recipient must not use the Project Funding to purchase Assets.
- (b) If the use of Project Funding to purchase Assets is permitted in accordance with clause 5(a), the Recipient must be the legal and beneficial owner of any Asset purchased either wholly or in part with use of the Project Funding.
- (c) The Recipient must:
 - (i) only use the Asset for purposes directly related to carrying out the Project;
 - (ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without the State's prior written consent;
 - (iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;
 - (iv) maintain at its expense:
 - A. the Asset in good working order; and
 - B. registration and licensing of the Asset, if applicable; and
 - (v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.
- (d) If the Recipient disposes of an Asset during the Project Funding Agreement Term, the State may, in its discretion, reduce the Project Funding by the value of the disposed Asset.

- (e) If any Asset is lost, damaged or destroyed during the Project Funding Agreement Term, the Recipient will promptly reinstate the Asset (including from the proceeds of insurance, if any), and clauses 5(b) to (e) will continue to apply to the reinstated Asset.

6. Reporting

- (a) The Recipient must, for each Project Funding Agreement:
 - (i) prepare and submit the Reports to the State in accordance with the timeframes specified in item 19 of the Project Funding Schedule; and
 - (ii) promptly provide such further information in respect of the Project as is reasonably requested by the State from time to time.
- (b) The Recipient must, within a reasonable period from a request by the State, for the purposes of this Head Agreement, prepare and submit a Report to the State that contains, at a minimum:
 - (i) an overview of the status of all Projects that have not yet reached their Project Funding Agreement End Date; and
 - (ii) an overview of all submissions or applications made or proposed to be made to the State in respect of a Grant Program.

7. Intellectual Property

7.1 Ownership of Intellectual Property

The State and the Recipient acknowledge that any Project Intellectual Property will vest in the Recipient upon its creation.

7.2 Grant of licence to the State

- (a) The Recipient grants to the State a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt for its own use, modify, develop and distribute any Project Intellectual Property or Background Intellectual Property for the purpose of:
 - (i) administering this Head Agreement and any Project Funding Agreements;
 - (ii) discharging the Policy Agency's portfolio responsibilities;
 - (iii) public and financial accountability; and
 - (iv) for any other non-commercial use that is consistent with the State's policy objectives in connection with a Grant Program.
- (b) If the Project Intellectual Property Background Intellectual Property contains or makes use of material which is subject to pre-existing Intellectual Property of a third party, the Recipient must procure the relevant third party to grant to the State a licence on the same terms, and for the same purpose, as set out in clause 7.2(a)

7.3 Obligations of Recipient to obtain consent

Prior to an individual commencing work on a Project the Recipient must obtain from that individual, in writing, and provide to the State upon request, a consent to any act or omission (including the specific acts or omissions as may be necessary) by the Recipient or the State which would otherwise infringe the Moral Rights of that individual.

8. Data Sharing

- (a) The State may at any time during a Project Funding Agreement Term, request that the Recipient provide Data (**Data Request**).
- (b) The Recipient must, within a reasonable period of receipt of a Data Request, provide the requested Data to the State.
- (c) The State may:
 - (i) during the Project Funding Agreement Term; and
 - (ii) subject to obtaining the consent of the Recipient (which consent the Recipient must not unreasonably withhold), at any time after the Project Funding Agreement Term,

use and disclose any Data provided by the Recipient for the Permitted Data Use.
- (d) Nothing in this clause 8 limits or affects the State's licence granted under clause 7.

9. Confidentiality

9.1 Confidential Information

- (a) In this clause, **Confidential Information** means any and all information of or provided by one party (**Discloser**) to the other party (**Receiving party**) that:
 - (i) by its nature is confidential and includes the Project Funding Schedules, and any information or document relating to the Project Funding Agreement;
 - (ii) is designated by the Discloser as confidential; or
 - (iii) the Receiving party knows or ought to know is confidential;
- (b) but does not include information:
 - (i) which at the time of first disclosure to the Receiving party is in the public domain;
 - (ii) which after disclosure to the Receiving party comes into the public domain otherwise than by disclosure in breach of the terms of this clause;
 - (iii) which the Receiving party can prove was in its possession at the time of first disclosure to it by the Discloser and was not acquired directly or indirectly from the Discloser; or
 - (iv) which the Receiving party received from a third party, provided that as far as the Receiving party is aware (without the need for enquiry) it was not received directly or indirectly from the Discloser in breach of an obligation of confidence owed by the third party to any other person.

9.2 Receiving party not to disclose Confidential Information

The Receiving party undertakes to the Discloser that it will not disclose the Confidential Information received by it or suffer or permit it to be disclosed to any person or corporation whatsoever (except if the Receiving party is or becomes required to do so by statute, rule

(including the rules of any stock exchange), regulation, judicial process or the like) unless such disclosure:

- (a) is made with the written consent of the Discloser; or
- (b) is made in accordance with clause 9.3.

9.3 Exception for disclosure

Nothing in this clause 9 will prevent a party disclosing the Confidential Information received by it to:

- (a) its officers, agents, professional advisers and contractors on a need to know basis for the purposes of performing the relevant Project Funding Schedule;
- (b) a Government Authority or the Representatives or advisers of a Government Body provided that before any disclosure of, or grant of access to, any Confidential Information, the relevant individuals are informed of the obligations of confidentiality contained in this Agreement; or
- (c) a Government Body in circumstances where such disclosure is required to be made in accordance with established governmental policies, procedures or protocols or where disclosure is required for public accountability purposes providing that such disclosure is only to the extent required in the relevant circumstances.

9.4 Notification of disclosure by law

If a Receiving party is or becomes required by statute, rule, regulation, judicial process or the like to disclose any of the Confidential Information received by it, that Receiving party must if practicable, prior to any disclosure but in any event promptly following any disclosure, notify the Discloser.

9.5 Survival

The obligations of the Receiving party under this clause will survive the expiry of this Head Agreement.

10. Acknowledgement of assistance

- (a) Subject to clause 10(b), the Recipient must comply with:
 - (i) all requirements for acknowledgement of Funding under the relevant Program Guidelines for a Project; and
 - (ii) any specific acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule.
- (b) Before the Recipient makes any public statement or media release about a Project, the Recipient must, unless otherwise stated in the relevant Program Guidelines or acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule:
 - (i) before the proposed publication or release, provide to the State a copy of the proposed statement or publication; and
 - (ii) comply with all requests, amendments or conditions that the State may reasonably require by written notice to the Recipient.
- (c) The Recipient must, as far as practicable:

- (i) notify the State of any media opportunities in connection with a Project;
- (ii) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with a Project; and
- (iii) facilitate any inspection of and access to the site of a Project reasonably requested by the State.

11. Privacy and Disclosure of Personal Information

- (a) If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Head Agreement or a Project Funding Agreement, the Party must comply, and must ensure that its employees, volunteers, agents and subcontractors are aware of and comply, with the obligations and requirements under the Information Privacy Act.
- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State Government policy, legislation or subordinate law.

12. Records and Audit

- (a) All financial transactions incurred in the conduct of each Project must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of seven (7) years after the relevant Project Funding Agreement End Date and, during this period, be made available to the State in accordance with clause 12(b).
- (b) The State or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
 - (i) access the premises of the Recipient;
 - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
 - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
 - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Head Agreement and the Project Funding Agreement.

13. GST

13.1 Interpretation

- (a) Words in this clause 13 that are not otherwise defined in this Head Agreement have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

- (c) A reference to GST payable by a party includes any GST payable by the representative member of any GST group of which that party (or the entity on whose behalf that party is acting) is a member.
- (d) A reference to input tax credits includes input tax credits to which an entity is notionally entitled in accordance with Division 177 of the GST Act and a reference to input tax credits to which an entity is entitled includes any input tax credits to which the representative member of any GST group to which that entity may belong is entitled.

13.2 GST exclusive

Unless otherwise stated, the Project Funding specified in this Head Agreement and the Project Funding Agreements does not include any amount for GST.

13.3 Payment of GST

If provision of the Project Funding is consideration for a taxable supply by the Recipient under the GST Act, the State will pay to the Recipient an amount equal to the GST payable on that taxable supply (**GST Amount**) in addition to the Project Funding, subject to the Recipient first submitting to the State a valid tax invoice in respect of the supply.

13.4 Adjustment and reimbursement

- (a) If, for any reason, including:
 - (i) any amendment to the GST Act;
 - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
 - (iii) a refund to the State or to the Recipient in respect of a supply made under this Head Agreement or a Project Funding Agreement; or
 - (iv) a decision of any tribunal or court,

the GST Amount paid by the State under clause 13.3 for a supply differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation on that supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the State as the case may be.
- (b) If a Party is entitled to be reimbursed or indemnified under this Head Agreement or a Project Funding Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

14. Termination of Head Agreement

14.1 Head Agreement termination

The State may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Head Agreement without giving a reason.

14.2 Consequences of Head Agreement termination

If the State terminates this Head Agreement under clause 14.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of this Head Agreement and will not relieve either Party of any

obligation under this Head Agreement which is expressed to continue after termination in clause 19.9;

- (b) no new Project Funding Agreements may be formed under this Head Agreement after termination or expiry of this Head Agreement; and
- (c) termination of this Head Agreement will not affect any Project Funding Agreement.

15. Termination of Project Funding Agreements

15.1 Project Funding Agreement termination for default

The State may immediately terminate a Project Funding Agreement by notice in writing to the Recipient (**Project Funding Agreement Termination Notice**) if:

- (a) the Recipient is in breach of the relevant Project Funding Agreement and:
 - (i) the breach is not, in the State's reasonable opinion, capable of being remedied; or
 - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within ten (10) Business Days after a notice to remedy from the State specifying the breach;
- (b) the State is entitled to terminate any other Project Funding Agreement under this clause 15.1; or
- (c) any information the Recipient gives the State is false or misleading in any material respect.

15.2 Consequences of Project Funding Agreement termination for default

If the State terminates a Project Funding Agreement under clause 15.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of the relevant Project Funding Agreement and will not relieve either Party of any obligation under the Project Funding Agreement which is expressed to continue after termination in clause 19.9;
- (b) the State may, in the Project Funding Agreement Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Project Funding provided to the Recipient under this Agreement, by the time stated in the Project Funding Agreement Termination Notice or the further notice. The Recipient agrees that such sum will be a debt due and recoverable by the State; and
- (c) the State is not obliged to provide any Project Funding to the Recipient under the relevant Project Funding Agreement.

15.3 Termination by State for convenience

- (a) The State may in its absolute discretion at any time for any reason (including for its convenience where there is no breach by the Recipient) terminate a Project Funding Agreement by notice in writing to the Recipient.
- (b) Termination under paragraph (a) will take effect from the date specified in the termination notice (not being less than six months after the date of the termination notice unless the Recipient agrees otherwise) (the **Effective Date**).
- (c) If a Project Funding Agreement is terminated under this clause 15.3:

- (i) the Recipient must mitigate its costs resulting from the termination;
 - (ii) the State will only be liable to pay to the Recipient:
 - A. any Project Funding due and not yet made to the Recipient as at the date of termination; and
 - B. provided that the Recipient has taken all reasonable steps to mitigate its costs, the Recipient's reasonable, unavoidable and substantiated costs (up to a maximum amount equal to the Outstanding Amount) of:
 - 1) arranging funding for an amount not exceeding the Outstanding Amount (the **Funded Amount**); and
 - 2) the interest incurred on the Funded Amount (except to the extent the interest incurred exceeds reasonable market rates) for the period commencing no earlier than the date from which the Outstanding Amount (or relevant part) would have been payable under the Project Funding Agreement and ending on the earliest to occur of:
 - a) the Recipient ceasing to undertake or operate the Project; and
 - b) the date the Funded Amount is repaid;
 - (iii) the Recipient will have no other Claim; and
 - (iv) any Claim either Party may have against the other by reason of any prior breach of the Project Funding Agreement or this Head Agreement will not be affected and such termination will not relieve either Party of any obligation under this Agreement which is expressed in clause 19.9 to continue after termination.
- (d) Any notice by the State purporting to terminate a Project Funding Agreement pursuant to any other provision of the Project Funding Agreement, or under the general law, will be taken to be a notice terminating the Project Funding Agreement under this clause to the extent that the State is not entitled to terminate this Agreement pursuant to that other provision or the general law.
- (e) In this clause, **Outstanding Amount** means the amount that is equal to the Project Funding less:
- (i) any amounts already paid or due and payable to the Recipient under or in connection with the Project Funding Agreement; and
 - (ii) each part of any Project Funding to which the Recipient is not entitled in accordance with the terms of the Project Funding Agreement, including by way of clauses 4.4 and 4.5.

16. Dispute Resolution

- (a) Both Parties agree that any Dispute will be dealt with as follows:
 - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the dispute;
 - (ii) secondly, the Parties will try to resolve the dispute by direct negotiation;

(iii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and

(iv) lastly, if:

A. there is no resolution or agreement; or

B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days after completion of the mediation or other alternative dispute resolution procedures, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,

then any Party may commence legal proceedings.

(b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Head Agreement and each Project Funding Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 16.

17. Liability, Release and indemnity

17.1 Liability, Release and indemnity

(a) To the full extent permitted by law, the Recipient releases and indemnifies the State, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:

(i) the Project;

(ii) any breach of this Head Agreement by the Recipient;

(iii) any breach of a Project Funding Agreement by the Recipient;

(iv) any act or omission of the Recipient or their Representatives;

(v) the Recipient's performance of this Head Agreement, a Project Funding Agreement or any other agreement relating to a Project; or

(vi) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, performing a Project,

except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.

(b) The liability of the State under or in connection to this Head Agreement and any Project Funding Agreement (howsoever arising) is limited in aggregate to the amount of the Project Funding provided under the relevant Project Funding Agreement.

18. Insurance

The Recipient must:

- (a) throughout the Head Agreement Term, effect and maintain the insurance policies required by any laws;
- (b) if requested by the State, provide to the State, within twenty (20) Business Days of the Head Agreement Commencement Date copies of the insurance policies required by clause 18(a) and 3.6(g)(iii) and evidence that the policies are current; and
- (c) if requested by the State, provide to the State a copy of the certificates of currency for the renewal of the insurance policies referred to in clause 18(a) and 3.6(g)(iii) (as applicable) within twenty (20) Business Days of the renewal date of the relevant policy.

19. Miscellaneous

19.1 Dealings by the Recipient

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

or allow any interest in them to arise or be varied in each case, without the prior written consent of the State.

19.2 Variation

This Head Agreement and each Project Funding Agreement may only be varied by a document signed by or on behalf of each Party.

19.3 Entire Agreement

- (a) This Head Agreement constitutes the entire agreement of the Parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) Each Project Funding Agreement constitutes the entire agreement of the Parties relating to the relevant Project, and supersedes all previous agreements, understandings and negotiations on that subject matter.

19.4 Severability

If the whole or any part of a provision of:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Head Agreement or the Project Funding Agreement (as applicable) has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Head Agreement or a Project Funding Agreement or is contrary to public policy.

19.5 Waiver

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Head Agreement or a Project Funding Agreement will

not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.

- (b) The failure by either Party to enforce a term of this Head Agreement or a Project Funding Agreement will not be interpreted as a waiver of that term.

19.6 Unexpected Event

No Party is liable for any failure to perform or delay in performing its obligations under this Head Agreement or a Project Funding Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate the Project Funding Agreement with immediate effect by giving notice to the other Party.

19.7 Compliance with Laws

The Recipient in carrying out a Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, or local authority.

19.8 Governing Law

This Head Agreement and each Project Funding Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any courts that may hear appeals from these courts.

19.9 Surviving obligations

The obligations contained in the following clauses are continuing obligations and will survive after this Head Agreement ends:

- (a) Clause 4.5 (Repayment);
- (b) Clause 5 (Assets);
- (c) Clause 6 (Reporting)
- (d) Clause 7 (Intellectual Property);
- (e) Clause 8(c) (Data Sharing);
- (f) Clause 9 (Confidentiality);
- (g) Clause 11 (Privacy and Disclosure of Personal Information);
- (h) Clause 12 (Records and Audit);
- (i) Clause 13 (GST);
- (j) Clause 14.2 (Consequences of Head Agreement termination);
- (k) Clause 15.2 (Consequences of Project Funding Agreement termination for default) and 15.3 (Termination by State for convenience);
- (l) Clause 16 (Dispute Resolution);
- (m) Clause 17 (Liability, Release and indemnity);
- (n) Clause 18 (Insurance);
- (o) Clause 19.9 (Surviving obligations); and

- (p) any other clause of this Head Agreement expressly stated to survive termination.

19.10 Notices

- (a) Subject to clause 19.10(b), and unless expressly stated otherwise in this Head Agreement, all notices in connection with this Head Agreement must be in writing, signed by the sender (if an individual) or a delegated officer of the sender and marked for the attention of the person identified in the Head Agreement Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) If a notice is in connection with a Project Funding Agreement, the notice must be marked for the attention of the person identified as:
- (i) for notices addressed to the State, the State Contact; and
 - (ii) for notices addressed to the Recipient, the Recipient Contact,
- as specified in the Project Funding Schedule.
- (c) Notices will be deemed to have been given:
- (i) if hand delivered, upon delivery;
 - (ii) if sent by prepaid postage, within five (5) Business Days after posting; or
 - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

20. Interpretation and Definitions

20.1 Definitions

Actual Total Project Cost means, in respect of a Project, the actual aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

Administration Agency means, for each Project Funding Agreement, the agency specified in item 4 of the Project Funding Schedule, which may include the Queensland Reconstruction Authority.

Appointed Project Manager means, for a Project, the person engaged or nominated by the Recipient and notified to the State in accordance with clause 3.5(b)(i) or 3.5(d) of the Head Agreement (as applicable) for the Project.

Approval means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

Approved Project Plan means, for each Project, the plan specified in item 12 of the Project Funding Schedule (if any), as amended by the Recipient and approved by the State in accordance with the relevant Program Guidelines or clause 3.4 from time to time.

Asset means any item of real or personal property that is either:

- (a) leased or purchased (in whole or in part) using the Project Funding; or
- (b) transferred to the Recipient for the purpose of delivering the Project.

Authority means any government or any governmental or semi-governmental authority, local government, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

Background Intellectual Property means Intellectual Property owned or controlled by the Recipient, developed prior to or independently of a Project, which the State determines, in its sole discretion, is required:

- (a) for the exercise of the Project Intellectual Property; or
- (b) for the use of the Data provided by the Recipient to the State, including under clause 8.

Bank Account, for a Project Funding Agreement, means:

- (a) if a bank account is specified in item 20 of the relevant Project Funding Schedule, that bank account; and
- (b) if no bank account is specified in item 20 of the relevant Project Funding Schedule, the bank account specified in the Head Agreement Details.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

Commonwealth means the Commonwealth of Australia.

Data means, in respect of a Project Funding Agreement, any data or information of the Recipient specified in item 23 of the relevant Project Funding Schedule, other than data or information of the Recipient that is:

- (a) subject to legal professional privilege; or
- (b) data or information that the Recipient is restricted from disclosing to the State by any Statutory Requirements.

Department means the Department of Local Government, Racing and Multicultural Affairs.

Dispute means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Head Agreement or a Project Funding Agreement;
- (b) the rights or obligations of a Party under this Head Agreement or a Project Funding Agreement; or
- (c) any other matter arising out of or relating to this Head Agreement or a Project Funding including any question regarding the existence, validity or termination of this Head Agreement or a Project Funding Agreement,

other than one entitling a Party to claim for urgent interim or interlocutory relief.

Eligible Project Costs has the meaning given in item 18 of the Project Funding Schedule.

Estimated Total Project Cost means, in respect of a Project, the estimated aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

Funding means:

- (a) generally, funding that may be available to the Recipient under a Grant Program; or
- (b) other funding that the State has allocated or has made available for the purpose of a Project.

Government Body means:

- (c) the State of Queensland or the Commonwealth of Australia;
- (d) a Minister, the Parliament of Queensland, the Parliament of the Commonwealth of Australia or a committee of the Parliament of Queensland;
- (e) a department, service, agency, authority, commission, corporation, instrumentality, board, office or other entity established for a State Government or Commonwealth government purpose; or
- (f) a part of an entity mentioned in paragraph (c).

Grant Program means a program administered by the State for the provision of funding to a local government or local governments.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Head Agreement means this agreement entered into between the State and the Recipient.

Head Agreement Commencement Date means the date the last Party signs this Head Agreement.

Head Agreement Details means the details set out in the table at the beginning of this Head Agreement.

Head Agreement Term has the meaning given in clause 1 of this Head Agreement.

Intellectual Property includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Milestone means, for a Project, the milestones set out in item 16 of the relevant Project Funding Schedule.

Milestone Amount means, for a Project, the amount of the Project Funding payable for each Milestone, as set out in item 16 of the relevant Project Funding Schedule.

Milestone Dates means, for a Project, the dates for achievement of the Milestones, as set out in item 16 of the relevant Project Funding Schedule.

Milestone Requirements means, for a Project, the requirements for completion of a Milestone, as set out in item 16 of the relevant Project Funding Schedule.

Moral Rights has the meaning given to that term in the *Copyright Act 1968 (Cth)*.

Party means the State or the Recipient.

Payment Claim means a claim for payment of a Milestone Amount that complies with the payment claim requirements specified in item 17 of the relevant Project Funding Schedule.

Permitted Data Use means, for a Project Funding Agreement, the use described in item 24 of the relevant Project Funding Schedule.

Personal Information has the meaning given in the *Information Privacy Act 2009 (Qld)*.

Policy Agency means, for each Project Funding Agreement, the agency specified in item 5 of the Project Funding Schedule.

Program Guidelines means the guidelines applicable to the Grant Program, as specified in item 11 of the Project Funding Schedule, as amended from time to time.

Project means:

- (a) generally, the project or group of projects to be conducted by a Recipient using the Project Funding, under a Grant Program, as described in item 6 of the Project Funding Schedule; or
- (b) if the project is not to be funded under a Grant Program, a project to be conducted by a Recipient using the Project Funding, as described in item 6 of the Project Funding Schedule.

Project Completion Date means, for each Project, the date specified as the Project Completion Date in item 15 of the relevant Project Funding Schedule.

Project Funding means the funds to be provided by the State to the Recipient in the amount set out in item 7 of the Project Funding Schedule, to be paid in the Milestone Amounts.

Project Funding Agreement means, for each Project, the agreement formed in accordance with clause 2.3 of this Head Agreement.

Project Funding Agreement Commencement Date means the date the Project Funding Schedule is signed by the last Party to do so.

Project Funding Agreement End Date means the project funding agreement end date specified in item 15 of the Project Funding Schedule.

Project Funding Agreement Term means the period between the Project Funding Agreement Commencement Date and the Project Funding Agreement End Date (inclusive), unless terminated earlier.

Project Funding Schedule means, for each Project Funding Agreement, the schedule prepared by the State and executed by the Parties in accordance with clause 2.3(a) of this Head Agreement.

Project Intellectual Property means Intellectual Property:

- (a) created during the course of a Project with the support of the Project Funding; or
- (b) created during the term of this Head Agreement for the purposes of, or in accordance with the requirements under, this Head Agreement.

Proposed Project means a project conducted by the Recipient that the Recipient considers comprises activities that are eligible for Funding.

RCTI means Recipient Created Tax Invoice.

Recipient's Contribution means, for a Project:

- (a) the amount specified in item 8 of the Project Funding Schedule;
- (b) any amount contributed in lieu of a Third Party Contribution in accordance with clause 3.3(a)(ii)B; and
- (c) any additional amount required to complete the Project, as described in clause 4.2.

Reports means the reports specified in item 19 of the Project Funding Schedule.

Representative of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

Special Conditions means:

- (a) in respect of the Head Agreement, the special conditions (if any) set out in the Head Agreement Details; and
- (b) in respect of a Project Funding Agreement, the special conditions (if any) set out in item 28 of the Project Funding Schedule.

State Government includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of the Department, or a corporation or body constituted for a public purpose of the State of Queensland.

Statutory Requirement means:

- (a) any law applicable to the delivery of the Project, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;
- (b) Approvals (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

Third Party Contribution means, in respect of a Project, the contribution specified in item 9 of the Project Funding Schedule.

Third Party Contributor means, in respect of a Project, the entity specified in item 9 of the Project Funding Schedule to provide the Third Party Contribution.

Unexpected Event means any circumstance beyond the reasonable control of a Party and without fault by that Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake (other than an event the subject of the Project Funding);
- (b) national emergency;
- (c) terrorist act;
- (d) war; or
- (e) an order of any Court.

20.2 Other expressions

In this Head Agreement and in any Project Funding Agreement, all other definitions or expressions referred in this Head Agreement or Project Funding Agreement have the same meaning as set out in the Program Guidelines as if the same were set out in the above clause 20.1, save where there is any inconsistency between the two documents, in which case the definition and terms set out in this Head Agreement (or the Project Funding Agreement, as applicable) prevails.

20.3 Interpretation

In this Head Agreement and in any Project Funding Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to an individual or person includes a corporation or other legal entity;
- (c) a reference to 'the State' or 'the Recipient' respectively includes the State's and the Recipient's officers, employees, contractors or agents;
- (d) words importing a gender include any other gender;
- (e) words in the singular include the plural and vice versa;
- (f) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Head Agreement or Project Funding Agreement;
- (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions; and
- (k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.

Annexure A - Template Project Funding Schedule

1. Grant Program	[Title of Grant Program]		
2. Project	[Name of Project] [Project Reference Number]		
3. Recipient Name	[Recipient Name for Grant Program]		
4. Administration Agency	[Name of Administration Agency]		
5. Policy Agency	[Name of Policy Agency]		
6. Project Description	The project(s) described in Attachment 1 to this Project Funding Schedule.		
7. Project Funding (ex GST)	[\$ Funding amount]		
8. Recipient's Contribution (ex GST)	[Recipient's contribution (where applicable), or N/A]		
9. Third Party Contribution	##	Name of Third Party Contributor	Amount of Third Party Contribution (ex GST)
	1.		
	2.		
10. Estimated Total Project Cost	[\$ insert total project cost, being the aggregate of the Project Funding, Recipient's Contribution and Third Party Contributions]		
11. Program Guidelines	[Title of relevant Program Guidelines]		
12. Approved Project Plan	<p>[if a plan has already been approved:]</p> <p>"The plan for the conduct of the Project approved by the State and attached as Attachment 2 to this Project Funding Schedule."</p> <p>[if the Program Guidelines require that a project plan is submitted and prescribe a submission and approval process:]</p> <p>"the plan for the conduct of the Project to be submitted by the Recipient and approved by the State in accordance with the requirements under the Program Guidelines."</p> <p>[if the Program Guidelines do not require a project plan but the State requires a project plan:]</p> <p>"The plan for the conduct of the Project that must include:</p> <ul style="list-style-type: none"> • [INSERT]; <p>and must be submitted by the Recipient to the State for the State's written approval within [INSERT] days of the Project Funding Agreement Commencement Date."</p> <p>[if not Approved Project Plan is required:]</p> <p>"N/A"</p>		

13.State Contact	[Position Title of the State's contact]			
14.Recipient Contact	[Position Title of Letter addressee]			
15.Key Dates	Project Funding Agreement Commencement Date	The date the last Party signs this Project Funding Schedule.		
	Project Completion Date	[the due DATE for completion of all project works/activities by the Recipient]		
	Project Funding Agreement End Date	[the DATE the Project Funding Agreement period ends]		
16.Milestone Schedule [Note: This item should be updated by agencies to reflect program-specific milestone requirements (e.g. reimbursement based funding).]	Milestone No	Milestone Date	Milestone Requirements	Milestone Amount
	1.	The Project Funding Agreement Commencement Date	(a) Provision of this Project Funding Agreement to the Recipient; (b) [INSERT]	XX% of the Project Funding
	2.	Various (the Recipient may submit multiple Payment Claims in respect of Milestone 2)	(a) Provision of a Payment Claim; (b) [INSERT]	XX% of the Project Funding or [N/A]
	3.	Within 3 months of the Project Completion Date	(a) Evidence that the Recipient has completed the Project (b) Provision of a Payment Claim (c) [INSERT].	Up to the total amount of any unpaid Project Funding or [N/A]
17.Payment Claim Requirements	[Provision of a payment claim and supporting materials in accordance with the payment claim requirements set out in the Program Guidelines.] or [N/A]			
18.Eligible Project Costs	[Eligible Project Costs as described as "Eligible Costs" in the Program Guidelines]			
19.Reporting [Note: This item should be updated by agencies in line with the reporting requirements for the relevant program. For example, some programs may require submission of a Project Benefits Report 12 months after the Project Completion Date]	Report Type	Report Contents and Form		Lodgement Timing
	Progress Report	In the form, and containing all information identified in, [the Program Guidelines].		[DATE/s] or [N/A]
	Final Acquittal Report	In the form, and containing all information identified in [the Program Guidelines].		[DATE/s] or [N/A]
	[INSERT]	[INSERT OTHER REPORTING REQUIREMENTS]		[INSERT]
	Account Name			

20. Project Specific Bank Account Details (if any)	BSB	
	Account Number	
	Branch	
	Email (remittance)	
21. Acknowledgement Requirements	<p>[Note: Generally, the Program Guidelines will set out the requirements for acknowledgement for a particular program, and the requirements for approval of public statements and media releases. The requirement to comply with the acknowledgement and public statements requirements in the Program Guidelines is set out in clause 10.</p> <p>If the requirements set out in the Program Guidelines are all the requirements that apply, then this item 21 should state "as per the Program Guidelines".</p> <p>If there are specific acknowledgment or public statement requirements for a particular project that are additional to or differ from the requirements under the Program Guidelines, then this section should detail the project specific requirements.</p> <p>If the Program Guidelines do not include any acknowledgement or public statement requirement and the relevant agency wishes to apply its agency policy, then this item 21 should reference the agency policy.</p> <p>If the Program Guidelines do not include any acknowledgement requirements and the relevant agency does not wish to apply or does not have an appropriate agency acknowledgement policy, this item 21 should detail the applicable requirements]</p>	
22. Permitted Asset		
23. Data	<p>[Note: this item will only need to be completed if, for a particular project, there is a particular class of related data (not the subject of a report) that the State requires from a Recipient). For example, if the Project is for flood resilience work, the State might require data from Recipients about flood mapping and impacts. If no additional data is required for a project, insert "N/A"]</p>	
24. Permitted Data Use		
25. Project Management (clause 3.5)	Clause 3.5 [does/does not] apply	
26. Construction and contracting (clause 3.6)	Clause 3.6 [does/does not] apply	
27. Contractor insurance requirements (clause 3.6)	<p>[to be completed only if item 26 provides that clause 3.6 applies]</p> <p>[list required insurance policies and \$]</p>	
28. Special Conditions	<p>[Note: any additional insurance requirements on the Recipient beyond those required by law under the Local Government Act should be included as a special condition. For example, some projects may have a requirement for the local government to hold insurance in respect of Assets of a significant value]</p> <p>[Note: consider whether clause 4.6(b) should apply - include a special condition if the funding is structured in such a way that it is not appropriate for the clause to apply]</p>	

By signing below, a Project Funding Agreement will be formed in accordance with clause 2.3 of the Head Agreement entered into between the State and the Recipient on [DATE] in respect of the Project.	
Signed for and on behalf of the State of Queensland by a duly authorised officer in the presence of	Signed for and on behalf of the Recipient by a duly authorised officer in the presence of
Signature of witness	Signature of witness
Name of witness	Name of witness
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person
Date	Date

Attachment 1 - Project Description for Maranoa Regional Council

[Note: the content requirements for the Project Description should be drawn from a Recipient's application for funding and should have regard to the project requirements set out in the relevant Program Guidelines. The description should be more than a high level description of the project - it must provide certainty about all elements that form the project. In some instances, this description will be quite detailed. For example, if the Funding is for the construction of a new park:

- It is not sufficient to simply state "Construction of a new park at "insert";
- if the application included detailed designs for the park, then this project description should either directly refer to or include copies of the detailed designs;
- if there is an Approved Project Plan, and that plan already includes a detailed description, then it is appropriate to refer to "the construction of a new park in accordance with the requirements set out in the Approved Project Plan";
- if there are no detailed designs available and the Approved Project Plan does not include a detailed description, this project description should clearly set out the minimum known requirements for construction of the park]

OFFICER REPORT

Meeting: Special 31 January 2020

Date: 31 January 2020

Item Number: 6.3

File Number: D20/7656

SUBJECT HEADING: Annual Report 2018-19

Classification: Open Access

Officer's Title: Chief Executive Officer

Executive Summary:

At Council's meeting on 24 January 2020, it was resolved that:

GM/01.2020/90

That the matter lay on the table to be brought to a future council meeting, with a view to resolving it as quickly as possible.

Updated pages have been circulated to Councillors for review.

Officer's Recommendation:

That the annual report be adopted inclusive of the three updated pages, and that the cost be confirmed as the cost of printing internally and the fees and charges be updated to reflect this.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The pages reference the Councillors' expenses and meeting attendances.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

During the meeting a query was raised as to what expenses should be included in the table. An undertaking was provided to review each of the expenditure items.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

In the past, dollar values have been attached to Facilities. Having regard to Council's queries, a revised format is tabled for consideration.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The key areas of change pertain to the *Local Government Regulation 2012* (Section 186 (1)(b)).

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

The item relates to the Expenses Reimbursement Policy.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Yes – Legal input has been sought.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That the pages be included in the annual report as presented.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That the pages be included in the annual report as presented.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.5 Measure and report on what we've done

2.5.2 Measure and communicate our financial performance on a monthly, quarterly and annual basis to the community and other stakeholders.

Supporting Documentation:

[1](#) Updated Pages for Annual Report

D20/7666

Report authorised by:

Chief Executive Officer

OUR LEGISLATIVE COMPLIANCE

Local Government Act 2009	
Identifying beneficial enterprises (s41)	
A local government's annual report for each financial year must contain a list of all the beneficial enterprises that the local government conducted during the financial year.	Nil
Identifying significant business activities (s45)	
A local government's annual report for each financial year must— (a) contain a list of all the business activities that the local government conducted during the financial year; and	Airport Building certification Gas Quarry Roads Saleyards Sewerage Waste Water Plant
(b) identify the business activities that are significant business activities; and	Nil
(c) state whether or not the competitive neutrality principle was applied to the significant business activities, and if the principle was not applied, the reason why it was not applied; and	Not applicable
(d) state whether any of the significant business activities were not conducted in the preceding financial year, i.e. whether there are any new significant business activities.	Not applicable
Annual review of the implementation of the annual operational plan (s104 (5) (b) (iv), s104 (7))	
A local government must carry out a review of the implementation of the annual operational plan annually.	Our performance in focus (companion document to annual report)
Senior management remuneration packages (s201)	
A local government's annual report for each financial year must state the total of all remuneration packages payable to the senior management and the number of employees in senior management who are being paid in each band of remuneration. Each band of remuneration is an increment of \$100,000. Senior management includes the Chief Executive Officer (CEO) and 3 Directors; collectively they are our Executive Leadership Team. The total of all remuneration packages paid to the Executive Leadership Team of Council was \$909,253.43 for the 2018/19 financial year. The number of employees in senior management who are being paid each band of remuneration:	
Total remuneration package (including superannuation)	Number of senior management employees (Executive leadership team)
\$250,000 - \$350,000	1
\$150,000 - \$250,000	2
The position of Director - Infrastructure Services was vacant for a majority of the 2018/19 financial year. The incumbent's remuneration has been included in the total remuneration value for the Executive Leadership team. The number of Senior Management Employees listed above reflects the number of filled Senior Management positions at 30 June 2019.	
Local Government Regulation 2012	
Preparation of the annual report (s182)	
Adopt annual report within one month after the QAO provides the Auditor General's Audit Report.	Final audit report received 1 October 2019. Preliminary draft annual report presented to Council on 31 October 2019 (Council resolution: SM/10.2019/08).
Annual report placed on Council website within two weeks after Council adopting the report.	Update to Council on 13 November 2019 (Council resolution: GM/11.2019/37). Supplementary information presented to the Council meeting on 11 December 2019 (Council resolution: GM/12.2019/91). Following implementation of the 11 December 2019 resolution, the document was tabled at Council's first meeting in January (24 January 2020). A special meeting was held on 31 January 2020 for final adoption. Placed on the website 31 January 2020.

Section 186 (1) (b) the expenses incurred by, and the facilities and resources provided to, each Councillor during the financial year under the local government's Expenses Reimbursement Policy.

Facilities and resources provided

Councillor	Administrative assistance	Council accommodation in Roma	Electronic communications for correspondence and diary management	Council vehicle	Council issued credit card	Council mobile phone	Council iPad
Cr Tyson Golder	✓						
Cr Jan Chambers		✓	✓			✓	✓
Cr Puddy Chandler		✓	✓	✓	✓	✓	✓
Cr Peter Flynn			✓	✓			✓
Cr Cameron O'Neil			✓	✓	✓		
Cr Geoff McMullen			✓				✓
Cr Wendy Newman			✓	✓		✓	✓
Cr David Schefe			✓	✓	✓	✓	✓
Cr Janelle Stanford		✓	✓	✓	✓	✓	✓

In accordance with Council's Expenses Reimbursement Policy [Adopted 25.01.2017], Mayor Golder had a full time personal assistant under Council's usual terms of employment until 27 March 2019. With a changeover of staff due to long term leave, the policy was reviewed to ensure tasks continued in the interim. Diary management (scheduling of appointments, meetings and invitations) was then coordinated through the Elected Members' Support and Community Engagement Officer and administrative assistance (letters, e-mails) was provided through the Acting Executive Services Officer. The Elected Members' Support and Community Engagement Officers prepared all meeting agendas and coordinated minutes for Maranoa Regional Council. They also coordinated citizenship ceremonies and civic events (e.g. project openings). Diary management and administrative support for Councillors (including appointments, deputations, meetings, functions and events) was shared, and provided by the Elected Members' Support and Community Engagement Officers.

Expenses and reimbursements

Councillor	Professional development, conferences, advocacy, forums, meetings and other events (including travel, accommodation and meals)	Other expenses	Total
Cr Tyson Golder	\$3,025	\$6,460	\$9,485
Cr Jan Chambers	\$2,356		\$2,356
Cr Puddy Chandler	\$4,842	\$874	\$5,716
Cr Peter Flynn	\$3,388		\$3,388
Cr Cameron O'Neil	\$5,636	\$473	\$6,109
Cr Geoff McMullen	\$3,353		\$3,353
Cr Wendy Newman	\$2,997	\$6,725	\$9,722
Cr David Schefe	\$7,865		\$7,865
Cr Janelle Stanford	\$7,355	\$491	\$7,846

Other expenses for Mayor Golder included \$6,000 for his rates modelling expense incurred in the 2018/19 financial year. Expenses were also incurred through a Council contractor in conjunction with preparation of the budget presented by the Mayor. However, the value was not known as at 30 June 2019 (invoiced in the new financial year). Cr Newman's other expenses pertain to motel accommodation while in Roma, including meals. Cr Schefe's forums and meeting expenses include his Council appointed roles related to Resource Councils and Water and Sewerage. Cr Stanford's figures included a National Drought Summit and Roads Congress on behalf of Council and a local government training program (sustainable asset management / financial reporting).

In accordance with Section 107 of the *Local Government Act 2009*, Council took out professional indemnity and Workers Compensation Insurance cover for Councillors while carrying out their legislative responsibilities. Councillors Puddy Chandler, Cameron O'Neil, Wendy Newman, David Scheffe, Janelle Stanford and Peter Flynn elected to enter into a private use agreement for their Council issued vehicle for a payment of \$3,500 per annum. Councillor Peter Flynn paid \$135 for this benefit as he entered into this agreement on 16 June 2019.

Section 186 (1) (c) the number of local government meetings that each Councillor attended during the financial year;

Councillor	Ordinary/ General Meetings	Special Meetings	Special Budget Meeting	Budget Submissions and Financial Planning Standing Committee	Workshops	Total
Cr Tyson Golder	22	5	1	5	15	48
Cr Jan Chambers	21	6	1	7	33	68
Cr Puddy Chandler	21	6	1	7	32	67
Cr Peter Flynn	19 ^(a)	4 ^(a)	1	6	24 ^(a)	54
Cr Geoff McMullen	22	7	1	7	34	71
Cr Wendy Newman	21	7	1	6	32	67
Cr Cameron O'Neil	19 ^(b)	5 ^(b)	1	4 ^(b)	26 ^(b)	55
Cr David Scheffe	18	7	1	6	32	64
Cr Janelle Stanford	19	5	1	6	25	56

(a) Cr Peter Flynn was an apology for 2 meetings and 3 workshops due to Council approved commitments related to the Saleyards. Cr Flynn is the Council endorsed appointee to the Australian Livestock Markets Association (ALMA) Board.

(b) Cr Cameron O'Neil was an apology for 3 meetings and 4 workshops due to commitments for the following entities:

- Local Government Association of Queensland Policy Executive - Cr O'Neil is the Council endorsed representative for the South West District;
- LGA Super - Cr O'Neil is a Board Member of the superannuation fund for local government employees and their spouses and other industries and sectors.

Section 186 (1) (d) the total number of the following during the financial year -
(i) orders made under section 150(2) of the Act;
(ii) orders made under section 150AH(1) of the Act;
(iii) decisions, orders and recommendations made under section 150AR(1) of the Act;

Nil
1 (Refer to (e) for details)
Nil

Section 186 (1) (e) each of the following during the financial year—
(i) the name of each councillor for whom a decision, order or recommendation mentioned in paragraph (d) was made;
(ii) a description of the unsuitable meeting conduct, inappropriate conduct or misconduct engaged in by each of the councillors;
(iii) a summary of the decision, order or recommendation made for each councillor; and

Cr Geoff McMullen
It was alleged that on 23 September 2018 Councillor McMullen shared a post on Facebook titled "meanwhileat council today", the contents of which could reflect negatively on the reputation of the Council and demonstrate a lack of respect for fellow councillors and members of staff – specifically Council staff.
Reprimand - Details to be provided on Council's website as required by Section 181A and Council's internal website for the information of employees.

Section 186 (1) (f) the number of each of the following during the financial year—
(i) complaints referred to the assessor under section 150P(2)(a) of the Act by local government entities for the local government;
(ii) matters, mentioned in section 150P(3) of the Act, notified to the Crime and Corruption Commission;
(iii) notices given under section 150R(2) of the Act;
(iv) notices given under section 150S(2)(a) of the Act;
(v) decisions made under section 150W(a), (b) and (d) of the Act;
(vi) referral notices accompanied by a recommendation mentioned in section 150AC(3)(a) of the Act;
(vii) occasions information was given under section 150AF(4)(a) of the Act;
(viii) occasions the local government asked another entity to investigate, under chapter 5A, part 3, division 5 of the Act for the local government, the suspected inappropriate conduct of a councillor;
(ix) applications heard by the conduct tribunal about the alleged misconduct of a councillor.

(i) - 0
(ii) - 0
(iii) - 2
(iv) - 0
(v) - 1
(vi) - 0
(vii) - 0
(viii) - 0
(ix) - 0

OFFICER REPORT

Meeting: Special 31 January 2020

Date: 31 January 2020

Item Number: 6.4

File Number: D20/7661

SUBJECT HEADING: Annual review of the implementation of the annual operational plan

Classification: Open Access

Officer's Title: Chief Executive Officer

Executive Summary:

The item retables the following report previously submitted to the 24 January 2020 Council meeting.

A new document – Our performance in focus - is proposed to be made available to the community on Council's website or in print format.

This year our reporting has been restructured to enable our stakeholders to view either summary or detailed information about Council's functions.

This agenda item pertains to the report on the annual review of the implementation of the annual operational plan, but has been prepared in parallel with the Annual Report. It enables our interested stakeholders to review either summary information (Annual Report), or detailed information on each of Council's functions (Our performance in focus).

This document effectively provides a mini-annual report for each function that aims to further increase the transparency of our operations for our community.

Officer's Recommendation:

That the review and document be received and made available on Council's website and in print format that the cost be confirmed as the cost of printing internally and the fees and charges be updated to reflect this.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Nil

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

This year, there has been a significant effort to have all of our stakeholders in mind when compiling our end of year information as well as general information about Council operations.

Whilst the Annual Report has been designed to include the summary information, we recognise that some stakeholders may be equally interested in reading more about Council. Our reporting has now been restructured so that the documents can be made available concurrently,

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The document provides the end of year results, but the format has been designed to be able to be used for a range of purposes, including but not limited to induction and training purposes, and internal communication about Council's services and projects.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The report meets the need of Council to comply with Section 104(5)(b)(iv) and Section 104 (7) of the *Local Government Act 2009*, but it goes further in making available to the community information that we also use for our review and planning purposes.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Function leaders, the management team and other staff have had input into the compilation of the information.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Funding bodies have reviewed the material and provided feedback / input for the applicable sections.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council consider making the information available to the community.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

That the review and document be received and made available on Council's website and in print format.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.5 Measure and report on what we've done

2.5.2 Measure and communicate our financial performance on a monthly, quarterly and annual basis to the community and other stakeholders.

Supporting Documentation:

Nil.

Chief Executive Officer