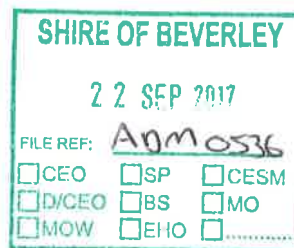




Government of Western Australia
Department of Fire & Emergency Services



Our Ref: 18003-10
Your Ref:

Mr Steve Gollan
Chief Executive Officer
Shire of Beverley
PO Box 20
BEVERLEY WA 6304

Dear Mr Gollan

2017-18 BUSHFIRE RISK MANAGEMENT PLANNING PROGRAM GRANT AGREEMENT

The Department of Fire and Emergency Services (DFES) recently advised that the Bushfire Risk Management Planning program was successful in securing State Government funding for 2017-18.

Please find enclosed a copy of the 2017-18 Grant Agreement for your approval.

As the host local government can you arrange for the Agreement to be signed by all parties, where applicable, and returned to the following address:

Superintendent Mark Bowen
Department of Fire and Emergency Services
Bushfire Risk Management Branch
Emergency Services Complex
PO Box P1174
Perth WA 6844

A copy of the signed Agreement will be sent to your local government.

If you have any questions in relation to this advice please contact me on (08) 9395 9322.

Yours sincerely

**MARK BOWEN
SUPERINTENDENT
BUSHFIRE RISK MANAGEMENT BRANCH**

14th September 2017



**BUSHFIRE RISK MANAGEMENT PLANNING PROGRAM
GRANT AGREEMENT**

September 2017

THIS GRANT AGREEMENT is made on 12 September 2017

BETWEEN:

**The State of Western Australia acting through its Department of Fire and Emergency Services
("Grantor")**

And

**The Local Government of Beverley
("1st Organisation")** **A.B.N. (if applicable)**

And

**The Local Government of Toodyay
("2nd Organisation")** **A.B.N. (if applicable)**

And

**The Local Government of York
("3rd Organisation")** **A.B.N. (if applicable)**

And

**The Local Government of Northam
("4th Organisation")** **A.B.N. (if applicable)**

And

**The Local Government of
("5th Organisation")** **A.B.N. (if applicable)**

RECITALS

The 1st, 2nd, 3rd, 4th and 5th Organisation have applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Organisation. Auditor must be registered as a company auditor or equivalent under a law in force in Western Australia.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in item 7 of Schedule 1.

Grantee refers to the 1st Organisation in this Agreement.

Organisation means either the 1st, 2nd, 3rd, 4th or 5th Organisation or all as the context requires.

Party means each of the Grantor or the 1st, 2nd, 3rd, 4th or 5th Organisation as the context requires and **Parties** means all of them.

Program means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, the Grantor will pay to the 1st Organisation the Grant Funds in accordance with the payment schedule specified in item 8 of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

The Organisation agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Organisation.

3.4 Acknowledgement of Grantor

The Organisation will acknowledge the Grantor in the manner set out in item 6 of Schedule 1.

3.5 Request for Information

- (a) The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the program within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

3.7 Special Conditions of Grant

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. *FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006*

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) recall all unspent Grant Funds in accordance with Annex A.

8.3 Recommencement of Grant Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

8.4 Acquittal

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

9. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 9:
 - (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the program and the Organisation will not issue tax invoice in respect of that supply;

- (ii) The Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement (“the Term”);
- (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
- (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the program for which the Grantor issues a RCTI under this Agreement.

10. RELATIONSHIP

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party’s rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

Executed by the Parties hereto:

For and on behalf of the Grantor:



Signature of Authorised Person

Wayne Gregson APM

Print full name of Authorised Person

Dated 12.9.17 ,

Commissioner Fire and Emergency Services

Position of Authorised Person

For and on behalf of the 1st Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 2nd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 3rd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 4th Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 5th Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

SCHEDULE 1

DEFINITION OF PROGRAM OR SERVICE TO BE FUNDED

1. Approved Purpose of Grant

The Approved Purpose of the Grant is to enable the Organisation to purchase items and pay the salary of the Bushfire Risk Planning Coordinator (BRPC), as described in Annex A, to undertake Bushfire Risk Management Planning (BRMP) activities.

2. Program Definition and/or Anticipated Activities

The BRMP program is the identification and classification of bushfire risk within the respective Local Government(s). The program involves the development of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and the cooperation between Local Governments, State Agencies and private landowners and occupiers.

Bushfire Risk Management (BRM) Plans document the risk to communities from bushfire and outline the required treatments to reduce these risks. The Bushfire Risk Management System (BRMS) is a risk tool which aids the prioritisation of treatment works to help lower the bushfire risk faced by the community and designate accountability for treatment. The BRMP program is the initiative and related activities that result in the development and implementation of BRM Plans through the BRMS.

Responsibilities of the Organisation

- a) The Organisation will deliver on the milestones contained in the BRM Plan Milestone Report and will submit an updated report by the dates specified in the Milestone Report Submission Dates table (Annex B.)
- b) The Organisation agrees that the BRPC position will be employed under and administered by the Grantee, for the period covered by this Agreement.
- c) The Organisation must cooperate fully with Grantor in respect of the administration of this Agreement.
- d) The Organisation must properly provide for the care, safety, security and protection of all Records as defined herein, (whether created by Grantor, the Organisation or any other person) that are in their custody or control.
- e) Unless the Grantor agrees otherwise in writing, the Organisation must provide everything necessary to enable it to fully comply with all of its obligations under this Agreement.
- f) The Organisation must take out and maintain insurance in relation to all insurable liabilities of the Organisation under this Agreement, as specified in Schedule 1 of this Agreement.
- g) The Organisation agrees to use local or regional human resources, products and services for the BRMP program wherever possible.
- h) The Organisation must obtain oversight of the BRPC's daily activities to ensure they work within the terms of this Agreement.
- i) The Organisation must nominate a suitable employee to manage the BRPC's obligations, as identified in this Agreement, and must provide their contact details to the Grantor.

Responsibilities of the Grantor

- a) The Grantor will provide strategic assistance and advice to the Organisation concerning the development and implementation of their BRM Plan.
- b) The Grantor will provide templates, guidelines and the procedures necessary for the Organisation to develop and implement their BRM Plan.
- c) The Grantor will provide technical expert advice and support through the Bushfire Risk Management Officer assigned to the Organisation.
- d) The Grantor will provide training to the BRPC in the BRMP process and the use of BRMS.
- e) The Grantor will inform the Organisation of any updates or changes to the BRMP process or BRMS.
- f) The Grantor will provide BRMS Information Technology support.
- g) The Grantor will ensure that the licence for the use of BRMS remains in force, at its own cost, until 30 June 2018.

Appointment of the BRPC

The following conditions must be adhered to during the appointment of the BRPC:

- a) The selection process for the position of the BRPC will be managed by the Grantee in consultation with all parties to this Agreement.
- b) The Grantor will be entitled to nominate at least 1 representative to the selection panel.
- c) The BRPC will undertake the role as per the agreed Job Description Form (JDF) as set out at Annex C.
- d) The BRPC will be an employee of the Grantee and will be employed under the Local Government Industry Award until 30 June 2018.
- e) The Grantee will provide the equipment, as set out in Annex A, to the BRPC.
- f) The Grantee agrees to procure and maintain Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC.
- g) Although the Grantee will host the BRPC, the BRPC's time (Annex E) and equipment will be shared between the Organisations in this Agreement, where applicable, to ensure the success of the BRMP program for all participants.

Training

- a) The Grantor will provide the BRPC with the necessary BRMP and BRMS training, through self-paced and/or workplace delivery strategies.

3. Agreement Term

This Agreement will apply from the date this Agreement is signed by all parties and will conclude on 30 June 2018.

4. Special Conditions of Grant

Use of BRMS

- a) The Grantee will be obliged to ensure that the computer purchased for the BRPC has the minimum system requirements as set out at Annex D.
- b) A BRMS account will be established by the BRMS Administrator following successful completion of the identified training by the BRPC.
- c) All BRMS technical queries will be made to the Grantor through the BRMS Administrator.
- d) The performance of BRMS is dependent on the internet speeds of each Organisation.

BRMS and BRMP Material

- a) The BRMS logo and all BRMP materials including Guidelines, Handbook, training manuals and brochures will be provided by the Grantor to the Organisation royalty-free to be used only as set out in this Agreement.
- b) The Grantor's ownership of the intellectual property rights in the materials must be acknowledged whenever the materials are published, copied or circulated.
- c) The Organisation will provide the Grantor with public recognition on all literature and promotional material for the BRMP program, in the format approved by the Grantor.
- d) The Organisation may not amend the BRMP materials in any way, unless approved by the Grantor in writing.
- e) Should the Grantor amend the materials in any way then the Organisation are obliged to ensure that they publish and/or circulate the most recent versions.
- f) The BRMP materials may not be used by the Organisation for commercial gain.

Unavailability of BRPC

Where the appointed BRPC is unavailable at any time during the scheduled performance of the key roles or tasks, the Grantee will promptly advise the Grantor and propose a substitute. Any substitute must be approved by the Grantor. The Grantor may not unreasonably withhold its approval of a substitute but it may give its approval subject to such conditions, as it reasonably considers necessary to protect its interests under this Agreement.

Intellectual Property Rights

- a) The Intellectual Property Rights in BRMS is owned by Amristar Solutions Pty Ltd and PAN Software Pty Ltd. The Organisation acknowledges that the use of BRMS is subject to a licence agreement between the owners of the Intellectual Property Rights and the Grantor.
- b) Upon expiry of the licence agreement, the Organisation shall no longer make use of BRMS unless with written permission of both the owners of the Intellectual Property Rights and the Grantor.
- c) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement.
- d) The Organisation further acknowledge that the Intellectual Property Rights in the data supplied to them for the purposes of mapping are owned by the entities that provide these layers to the Organisation and the terms of any agreement that the data provider may require must be adhered to. In addition the Confidentiality provisions of this Agreement will apply to the data.
- e) Relevant information and images contained in the BRMP Guidelines and templates are published in accordance with the SAI Global licencing agreement. The agreement does not extend to additional documents outside of specified material.

Confidentiality

- a) The Grantor may publicly disclose: (i) the identity of the Grantee; (ii) the value of this Agreement; and (iii) a description of the BRMP program. The Organisation acknowledges that this Agreement, and information held or compiled by the Grantor or the State of Western Australia in relation to this Agreement, is subject to the Freedom of Information Act 1992.
- b) In addition to the general definition of Confidential Information the following information is specified as confidential: all information and documentation provided by external parties for use in the BRMS that relates to critical infrastructure and/or threatened environmental areas and/or culturally sensitive areas and/or is specified by the external party as confidential.
- c) The Organisation must keep all Confidential Information confidential. The Organisation must not use or disclose the Confidential Information to any person except:
 - (i) where necessary for the purpose of performing the BRMP program; or
 - (ii) as authorised in writing by the Grantor or the external party, as the case may be; or
 - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the Organisation); or
 - (iv) as required by any law, judicial or parliamentary body or governmental agency; or
 - (v) when required (and only to the extent required) to the Organisation professional advisers, and the Organisation must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Organisation under this clause.
- d) Except to the extent that the Organisation are required by law to retain any Records, the Organisation must return all Records containing Confidential Information immediately at the expiration or termination of this Agreement.

Data Security

Organisation must:

- a) prohibit and prevent any officer, employee, contractor or agent of the Organisation who does not have the appropriate level of security clearance from gaining access to BRMS or the Confidential Information and without limiting this requirement, use reasonable endeavours to prevent any unauthorised person from gaining access to BRMS or the Confidential Information; and
- b) notify the Grantor immediately, and comply with all directions of the Grantor, if an Organisation becomes aware of any contravention of data security requirements.

Access

- a) The Organisation must keep accurate, complete and current written Records in respect of this Agreement and must comply with the directions of the Grantor in relation to the keeping of Records, whether those directions relate to the period before or after the expiry of this Agreement.
- b) The Organisation must allow the Grantor to have reasonable access to all Records in the custody or control of the Organisation and to examine, audit, copy and use these Records. For this purposes, subject to the Grantor giving reasonable prior notice, the Organisation must allow the Grantor to have reasonable access to any premises used or occupied in connection with the BRMP program.
- c) The Organisation must do everything necessary to obtain any third party consents, which are required to enable the Grantor to have access to Records under this clause.
- d) This clause survives expiration or termination of this Agreement.
- e) The Organisation acknowledges that the Grantor will have access to all data within BRMS.
- f) An Organisation will not have access to any other Organisation's data unless shared assets and/or treatments warrant this requirement. Approval by the Organisation sharing the data must be provided to the respective Organisation and the Grantor so that the necessary BRMS access privileges can be granted.

Indemnity

Each Organisation indemnifies the Grantor, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

- a) any breach of contract by an Organisation under this Agreement;
- b) any wilful, tortious or unlawful act or omission of an Organisation or all officers, employees, agents or contractors of an Organisation;
- c) any breach of a State, Commonwealth or Territory law relevant to this Agreement by an Organisation; or
- d) any claim for damages arising out of the BRMP program and/or risk treatments undertaken or not undertaken by an Organisation.

Insurance

- a) The following insurance is required by the Organisation:

The Grantee: Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC for the duration of the employment contract.

The Organisation: Professional indemnity insurance and Public Liability insurance for the duration of this Agreement plus six months after termination.

- b) Each Organisation must provide the Grantor with sufficient evidence of the insurances required under this clause (including, if requested, a copy of any policy) and provide a certificate of currency of insurance, as requested by the Grantor at any time.
- c) If an Organisation becomes aware of any event or incident occurring, which gives rise or is likely to give rise to a claim under any insurance required under this clause, it must as soon as reasonably practicable notify the Grantor in writing of that event or incident.
- d) Failure to comply with this clause will not invalidate or otherwise affect any indemnities, liabilities and releases of this Agreement.
- e) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement for so long as the obligations of the Organisation under this clause continue.
- f) Nothing in this clause limits an Organisation's other liabilities under this Agreement.

Notices

Notices or other communication can be sent by email to the email address of the recipient as set out in item 5 of Schedule 1 or the responsible person as nominated in "Responsibilities of the Organisation" item 2 (i) Schedule 1. The email will only be considered to have been received if:

- a) the sender receives a receipt notification;
- b) any text in the body of the email or the subject line will not form part of the notice;
- c) an attachment to an email will only form part of a notice if it is in .pdf format or such other format as may be agreed between the parties from time to time.

Grant Funds

The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this Agreement.

5. Notice Addresses

- (a) Grantor : Commissioner Fire and Emergency Services
Registered Mail: Bushfire Risk Management Branch
Cockburn Emergency Services Complex
20 Stockton Bend, Cockburn Central WA 6164

Facsimile:
Email: mark.bowen@dfes.wa.gov.au
- (b) Organisation: Shire of Beverley
Registered Mail: PO Box 20, Beverley, WA 6304
Facsimile: (08) 9646 1409
Email: ceo@beverley.wa.gov.au

- (c) Organisation: Shire of Toodyay
Registered Mail: PO Box 96
Facsimile: (08) 9574 2158
Email: ceo@toodyay.wa.gov.au
- (d) Organisation: Shire of York
Registered Mail: PO Box 22, York, WA 6302
Facsimile: (08) 9641 2202
Email: ceo@york.wa.gov.au
- (e) Organisation: Shire of Northam
Registered Mail: PO Box 613, Northam, WA 6401
Facsimile: (08) 9622 1910
Email: emds@northam.wa.gov.au
- (f) Organisation:
Registered Mail:
Facsimile:
Email:

6. Acknowledgement of Grantor

Not applicable

PAYMENT SCHEDULE

7. Total Amount of Grant Funds

Grant Amount \$124,356
GST \$12,435.60

8. Method of Payment

Payment of the Grant Funds (inclusive of GST) will be made in the amount detailed below and within ten (10) business days of receipt of a tax invoice from the Grantee.

PAYMENT DATE	AMOUNT TO BE PAID (\$)
Within ten (10) business days of receipt of a tax invoice from the Grantee	\$136,791.60*

*Grant amount includes GST

SCHEDULE 2

REPORTING REQUIREMENTS

1. In addition to the reporting processes contained within the BRMP Guidelines, the Organisation is to complete and present the following reports to their respective DFES Bushfire Risk Management Officer (BRMO) by the due date stated. The BRPC must also upload the reports onto the DFES Bushfire Risk Management Branch Team Site. In instances where a BRMO is not appointed the BRPC must provide the identified reports to DFES' Bushfire Risk Management Branch.
2. In instances where the BRPC has not been recruited the BRMO will undertake the relevant tasks.
3. Extension to the due dates must be provided by the Grantor as per Notice requirements and according to length of delay experienced. Extension approvals will be provided as follows:

Length of delay (working days)	Approving Officer
1 -10	BRMO
11+	Superintendent Bushfire Risk Management Branch

The reports below are contained within the BRMP Guidelines (see templates) and Annex B.

Report	Description	Due Date
1	Monthly BRM Plan Milestone Report	As per Annex B
2	Draft BRM Plan as per BRMP Guidelines (excluding Asset Risk Register and Treatment Schedule)	31 May 2018

Acquittance Report

The Grant Funds must be acquitted by 27 July 2018. The Grantor will provide the Grantee with an Acquittance Report template. The Grantee must provide the Grantor with a completed and signed Acquittance Report, which is to include:

- a) A final statement of income and expenditure consisting of:
 - i. an expenditure statement (exclusive of GST) signed by the Chief Executive Officer or Accountable Officer, detailing budgeted expenditure in accordance with the Approved Budget and actual expenditure on the BRMP program described in the request;
 - ii. details of all cash and in-kind contributions received for the BRMP program including those provided by the participating Organisation, if any, and any interest received in accordance with the Agreement; and
 - iii. Invoices, receipts and other relevant documentary evidence of expenditure, if no independent audit is made.
- b) Copies of any reports, studies, photographs, videos etc. produced as part of the BRMP program.

4. Evaluation Arrangements

The Organisation's respective BRMO will validate the reports in Schedule 2, section 3. The Organisation will submit the Milestone Report, as per Annex B, to their respective BRMO at each milestone due date.

Following feedback on the draft BRM Plan by DFES' Bushfire Risk Management Branch, the Organisation will submit their draft BRM Plan to the Office of Bushfire Risk Management (OBRM). The draft BRM Plan will be reviewed for consistency against the BRMP Guidelines and any feedback will be provided to the Organisation in writing. Following completion of the review process OBRM will notify the Organisation of consistency with the Guidelines. The Organisation will be required to obtain internal approval of the BRM Plan in accordance with their own protocol.

5. Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
6. Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
 - (a) not an officer or employee of the Organisation;
 - (b) registered as a company auditor or equivalent under a law in force in Western Australia; or
 - (c) a member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

ANNEX A

Approved Budget (Excluding GST)

ITEM	GRANT (195 Days)
Salary/wages	\$81,665
On Costs: Annual Leave/A-leave On-costs	
Workers Compensation	\$21,233
Superannuation	
Long Service Leave	
Sanctioned Overtime	N/A
ICT COST	
Personal computer hardware	N/A
Mobile Phone	N/A
Telephone usage	\$1,791
VEHICLE COSTS	
Lease/service	\$10,030
Vehicle fuel	\$7,164
OTHER	
Furniture and Fittings	N/A
Travel allowance	\$1,075
Other (inc. plant & equipment)	\$1,398
GRAND TOTAL (EX GST)	\$124,356

ANNEX B

Milestone Reporting

The BRM Plan Milestone Report template (see below) must be completed and submitted to the Organisation's respective BRMO by the dates specified in the table below. The reports must also be uploaded onto the DFES Bushfire Risk Management Branch TeamSite.

Milestone Report Submission Dates

Milestone Report	Due Date
1	31 October 2017
2	30 November 2017
3	29 December 2017
4	31 January 2018
5	28 February 2018
6	30 March 2018
7	30 April 2018
8	31 May 2018
9	29 June 2018

2017-18 BRM Plan Milestone Report

Local Government:
Bushfire Risk Management Officer:
Bushfire Risk Planning Coordinator:
Reporting Period:

Milestone	Forecast Completion Date	Actual Completion Date	% Complete	Comments
Complete draft BRM Plan using BRMP Guidelines templates (excluding BRMP Asset Risk Register)				
Draft BRM Plan submitted to DFES BRM Branch for review				
Identify all Assets in BRMS (Human Settlement, Economic, Environmental & Cultural)				
Complete all Risk Assessments in BRMS against identified Assets				
Draft BRM Plan submitted to OBRM for review (BRMP 'locked' in BRMS)				
BRM Plan endorsed by OBRM				
Final BRM Plan submitted to local government Council for approval				
BRM Plan approved by local government Council				
Enter Treatment(s) (Recommended, Agreed & Scheduled) in BRMS against all identified Assets				
OBRM notified Treatment Schedule (Recommended, Agreed & Scheduled Treatments) is finalised in BRMS				

ANNEX C

Job Description Form for BRPC

The Government of Western Australia (WA) is implementing the Bushfire Risk Management Planning (BRMP) program across WA. The program is responsible for the development and implementation of 'tenure-blind' whole of Shire Bushfire Risk Management (BRM) Plans. The Local Government of and the Local Government of have agreed to participate in this program and seek a Bushfire Risk Planning Coordinator to develop the BRM plan and assist with its implementation.

The Local Government of under the BRMP LG Grant Agreement, will host the Bushfire Risk Planning Coordinator position, however the successful applicant will be required to work across the Shires of.....

An opportunity exists for an enthusiastic and experienced person to become an integral part of *x number* organisations and communities experiencing substantial growth. Applicants will have emergency management knowledge and an understanding of the roles and responsibilities of bushfire-related organisations.

This is a full time position on a fixed contract basis ending on 30 June 2018 with a possibility of extension or permanency. Regional travel will be required. A vehicle and mobile phone will be made available for use for the duration of the contract.

Interested candidates are requested to submit a completed application form, written application addressing the selection criteria in no more than 4 pages and current resume detailing experience relative to the position.

Selection Criteria

ESSENTIAL

1. Demonstrated experience and knowledge of emergency management and bushfire risk management, including understanding of the role of landholders and agencies in the management of bushfire risk.
2. Demonstrated conceptual, analytical and problem solving skills including understanding and experience in application of risk management principles.
3. Well-developed communication and interpersonal skills, with demonstrated ability to liaise, consult and negotiate effectively with a wide range of stakeholders, including senior government officers, industry and private landowners.
4. Proven ability to plan, prioritise and organise workloads to meet agreed timeframes. Experience in project management would be an advantage.
5. Possession of a current C Class Western Australian driver's licence as a minimum which must remain valid for the duration of employment.

Position Description

1	TITLE	Bushfire Risk Planning Coordinator
2	LEVEL	NA
3	DEPARTMENT/UNIT	Local Government
4	POSITION OBJECTIVES	
	<p>Objectives of Position To develop Bushfire Risk Management Plans for the Local Government of and the Local Government of using the Bushfire Risk Management System (BRMS).</p>	
5	ORGANISATIONAL RELATIONSHIPS	
	<p><u>Responsible to</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Relevant local government manager <input type="checkbox"/> Work in consultation and collaboration with their respective Bushfire Risk Management Officer (BRMO) 	
6	KEY DUTIES/RESPONSIBILITIES	
	<ul style="list-style-type: none"> <input type="checkbox"/> Facilitates the management of bushfire risk to the community, assets and infrastructure by developing a Bushfire Risk Management (BRM) Plan for the Local Governments of and through the use of BRMS and in collaboration with the regional DFES BRMO. <input type="checkbox"/> Provides advice to local government, State Agencies, industry and major landholders in the BRMP process and the use of BRMS. <input type="checkbox"/> Develops and maintains professional relationships with stakeholders to ensure the delivery of services as specified in the BRM Grant Agreement between the Department of Fire and Emergency Services, the Local Government of and the Local Government of <input type="checkbox"/> Consults with stakeholders to facilitate the planning, development and review of BRM Plans within the Local Governments of and <input type="checkbox"/> Remain up-to-date with all BRMS training requirements set by DFES. <input type="checkbox"/> Identify community assets in BRMS and conduct risk assessments on these assets, through site inspections where appropriate. <input type="checkbox"/> Assist the BRMO in identifying appropriate treatments and ensure these are captured in BRMS. <input type="checkbox"/> Monitor treatment progress, undertake post-treatment risk assessments and perform duties to support BRM across the region. <input type="checkbox"/> Completes the BRMP program milestone reports as and when due. <input type="checkbox"/> Assists with managing the budget requirements relevant to the BRMP program. <input type="checkbox"/> Assist with operational policy development and the development of BRMS through constructive feedback to DFES. 	

ANNEX D

Minimum System Requirements

Web Browser	Google Chrome (Windows and Linux)	Latest stable version supported
	Microsoft Edge	Latest stable version supported
	Microsoft Internet Explorer (Windows)	Version 11 (Internet Explorer's Compatibility View is not supported)
	Mozilla Firefox (Windows and Linux)	Latest stable version supported

Note: The recommendation is to have two screens; one for the BRMS Risk Management component and the other screen to display maps.

ANNEX E

Bushfire Risk Management Resource Allocation

Local Government	BRPC	BRMO
Shire of Beverley	1 day per fortnight	2 days per fortnight
Shire of York	5 days per fortnight	4 days per fortnight
Shire of Toodyay	2 days per fortnight	2 days per fortnight
Shire of Northam	2 days per fortnight	2 days per fortnight

The resource allocation in the table above indicates the level of support provided to each local government. The Grantor and Organisation understand and accept that the provision of resources is flexible and may vary according to the requirements of each local government, at any given time.