



Australian Government
**Department of Industry,
 Innovation and Science**

Your reference no: CEP79784

Mr Warren Brown
 Senior Estuary Management Officer
 Central Coast Council
 PO Box 21
 Gosford NSW 2250

GPO Box 2013
 CANBERRA ACT 2601
 p: 13 28 46
 e: CEP2019Contracts@industry.gov.au

w: business.gov.au
 abn: 74 599 608 295

Dear Mr Warren Brown

Letter of Agreement

Your application is successful

As outlined in your Communities Environment Program application and the grant opportunity guidelines, on receipt of this letter you are a party to a grant agreement (Agreement). You must contact us immediately if your circumstances have changed and you are no longer able to carry out your project.

The Agreement

This Agreement is a binding agreement between Central Coast Council ABN 73149644003 (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the letter of agreement terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the grantee name and grant amount.

What you must do

1	Complete your project in line with this agreement.	2	Submit your end of project report via email to CEP2019Contracts@industry.gov.au
----------	---	----------	---

You must undertake the project in line with this Agreement. You must only spend the grant on the project or on eligible activities to undertake the project.

If you spend any amount of the grant on activities not identified in the project, or if you have a grant amount unspent at the project end date, you will need to repay those amounts to the Commonwealth.

You must provide the report set out in the reporting table of the grant schedule (attachment A) by the due date. A sample report template is at attachment C. We will send you the report template to complete after you finish your project. Please note photographic evidence of the project site(s) before and after completion of project activities will be required.

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

If you make a public statement, publish any material or erect signage in relation to your project you must acknowledge the funding you received from this grant. You must use any form of acknowledgement the Commonwealth reasonably specifies. You must notify us about events relating to the project and provide an opportunity for the Minister or their representative to attend.

What we will do

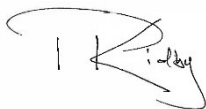
We will pay the grant into your nominated bank account within 28 days of the date of this Agreement.

We may, at our absolute discretion, unilaterally extend the project end date, the final report due date and the Agreement end date, by notice where we consider it appropriate to enable you to complete your project. The extension will take effect from your receipt of the notice. For the avoidance of doubt such notification will act to vary the Agreement despite clause 15.2 of the grant terms and conditions.

Any questions?

If you have any questions please contact 13 28 46.

Yours sincerely



Peter Kidby
Manager – Communities Environment Program
AusIndustry – Support for Business

13 December 2019

Attachment A – Grant schedule

Program	Communities Environment Program
Grantee	Central Coast Council
Grantee ABN	73149644003
Project title	Wamberal Lagoon Wetland Restoration
Project number	CEP79784
Project description (Grant Activity)	As set out in the Project Details and Funding Section of your application
Project start date	01/11/2019
Anticipated completion date	31/12/2020
End of project report due date	30/01/2021
Total project expenditure	\$60,000.00
Grant percentage	Up to 33.33%
Total/maximum grant	\$20,000.00 (plus GST where applicable)
Capped amount in financial year 2019/20	\$20,000.00 (plus GST where applicable)
Project end date	31/12/2020
Agreement end date	09/06/2021

Reporting table

Report type	Agreed evidence	Report due date
End of Project Report	Evidence of project completion is to be demonstrated through photographic evidence of the project site(s) before and after completion of project activities	30/01/2021

Attachment B - Letter of Agreement Terms and Conditions

1. Undertaking the Grant Activity

The Grantee agrees to use the Grant and undertake the Grant Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

4.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

6. Repayment

If any of the Grant amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Grant Activity, the Grantee agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for two years after completing the Grant Activity and to make them available to the Commonwealth on request.

8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

10. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

11. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working With Children checks and Working with Vulnerable People checks.

13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

14. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

15.4 This agreement is governed by the law of the Australian Capital Territory.

Attachment C - Communities Environment Program

End of project report

Project number	
Grantee name	
Project title	

The project number, grantee name and project title can be found in the letter of grant agreement.

The amount of detail you provide in this report should be commensurate with the size, complexity and grant amount of your project.

Submit your completed report to CEP2019contracts@industry.gov.au.

1. Project achievements

a. Please confirm:

	YES	NO*
All project activities have been completed in line with your grant agreement		
You spent the entire grant amount and any financial contribution and cash co-contribution to undertake the approved project		
You spent the majority of the grant amount on on-ground eligible activities		

*Contact us at CEP2019contracts@industry.gov.au if you cannot answer YES to all of the above questions and/or your project is not complete.

2. Project outcomes

a. Explain how your project:

- delivered positive environmental and social outcomes
- provided communities with the resources, skills and knowledge to care for the environment.

If applicable, outline any lessons learned in delivering your project that have or will lead to improvements in monitoring, managing or conserving your local natural environment.

b. Complete the following table on community participation.

	Question	Number
1.	How many people participated in your project (excluding employees)?	
2.	What was the total area (ha) over which your project on-ground activities were undertaken?	
3.	How many participants had no previous involvement in undertaking activities that monitor, manage or conserve the environment or in training to obtain these skills?	
4.	Has your organisation completed similar activities prior to participating in the Communities Environment Program? If yes,	Yes / No
	(a) how many activities/events were held in the 12 months before this project?	
	(b) on average, how many people participated in each activity/event?	

c. Complete the following table on activities. Choose the activities that best describe those completed in your project. Provide a measurement for all activities using the metrics provided.

Activity	Unit	Unit of measure
Citizen science activities (e.g. monitoring flora, fauna, water quality, marine debris)		number of participants collecting and contributing information about their local environment
Education activities and raising community awareness / participation (e.g. field days, planting days, workshops)		number of community participation and engagement events
		number of community groups participating in project activities
		number of people who learned a new skill to monitor, manage or conserve the environment

Activity	Unit	Unit of measure
Access management infrastructure (e.g. boardwalk)		total area protected by access control installations (ha)
Disease management (e.g. Phytophthera)		total area managed (ha)
Erosion management		total area of erosion treated (ha)
Fencing (e.g. to protect revegetation/sensitive sites)		total length of fence erected (km)
		total area protected by fencing (ha)
Pest management (e.g. rabbit, feral pig/cat control)		total area of pest management (ha)
		total number of individual animals or colonies killed or removed
Revegetation		total area of revegetation (ha)
		total kilograms of seed sown (kg)
		total number of new plants planted
Weed control		total area controlled (ha)
Waste reduction – prevent/remove (e.g. clean up days, litter collection traps) To avoid double counting, report either weight <u>or</u> volume for any given item.		total area over which waste was removed from the environment (ha)
		total kilograms of waste prevented from entering, or removed from, the environment (kg)
		total volume of waste prevented from entering, or removed from, the environment (m ³)
Waste reduction – recover/recycle (e.g. recycled waste drop off / clean up day / litter collection trap materials) To avoid double counting, report either weight <u>or</u> volume for any given item.		total kilograms of waste recovered for re-use or recycled (kg)
		total cubic metre volume of waste recovered for re-use or recycled (m ³)

3. Project Benefits

Where relevant to your completed project, please respond to the questions below.

- a. What impact has your project had on the extent, condition, connectivity and/or level of protection of natural habitats and / or on the health of native species? Include the following:
- issue addressed
 - name or type of native habitat / name(s) of species addressed
 - what changed and by how much? Where relevant, include details of output amounts that help explain the change.

- b. How have management practices / stewardship of the local environment and waste resources improved as a result of your project? Include reference to any anticipated long term improvements / environmental benefits.

- c. How has your project contributed to improving participants' skills in monitoring, managing or conserving your local natural environment and/or native species? Include the following:
- type of skill(s) learned (e.g. monitoring a threatened species breeding success)
 - how will this skill contribute to future management, monitoring and/or conservation?

4. Attachments

Submit two before and two after photographs showing each project site before and after completion of project activities as evidence of your completed project as specified in the grant agreement. Include two good quality photographs that are representative of the project sites and activities.

5. Certification

I, [first name/last name], [position/title], am a person duly authorised by the grantee to certify that:

- the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- the grant was spent on the approved project in accordance with the grant agreement.
- I am aware of the grantee's obligations under their agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the agreement.

Signature:

Date/...../.....