

All communications to be addressed to:

Head Office
NSW Rural Fire Service
Locked Mail Bag 17
Granville NSW 2142

Telephone: (02) 8741 5555
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Head Office
NSW Rural Fire Service
15 Carter Street
Homebush Bay NSW 2127

Facsimile: (02) 8741 5550



The General Manager
Tweed Shire Council
PO Box 816
Murwillumbah NSW
2484

Att: Mr Michael Rayner

FIRE SERVICES
TWEED SHIRE COUNCIL
FILE No. *BUSHFIRE MANAGEMENT*
Doc. No.
REC'D *14 JUL 2008*
ASSIGNED TO *BRAWLEYS*
HARD COPY IMAGE

Monday, 7 July 2008

RELATED DOC: 1792073

Dear Mr Rayner,

FIRE MITIGATION WORKS FUND 2008/2009 - ALLOCATION

I refer to your Councils' application for funding from the 2008/2009 Fire Mitigation Works Fund (FMWF).

The Bush Fire Coordinating Committee at its meeting of the 26 June 2008 approved the allocation for 2008/2009, including those projects listed on the attached schedule.

Your attention is drawn to the important terms and conditions associated with the funding. These are attached and outline the duration of the funding and the procedure for claiming payment etc.

For further information or enquiries regarding this program, please contact Jane Jemison on (02) 8741 5425.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Rob Rogers', with a horizontal line underneath.

Rob Rogers AFSM
Director Operational Services

Encl: Terms & Conditions

2008/2009 Fire Mitigation Works Fund

TERMS AND CONDITIONS

OF APPROVAL

TERMS AND CONDITIONS

1. Conditions precedent to payment

Payment of funding or any part of the funding is conditional on each and all of the following:

- a) the organisation submitting the relevant Completion of Works form and Payment Request form to the NSW Rural Fire Service (RFS), in a form that is satisfactory to the RFS; and
- b) the organisation meeting each and every condition of funding to the RFS's satisfaction.

2. Right to withhold Funding

Without limiting the RFS's rights to undertake these works, if the organisation fails to comply with one or more of the conditions precedent to the RFS's satisfaction:

- a) the RFS has a reasonable basis to believe that a condition precedent will not be met; or
- b) any other condition precedent to payment of the funding is not, or ceases to be, met;

the RFS may, upon notice, withhold payment of the funding (or any part of it) until:

- a) the organisation fully performs each and every condition precedent to the RFS's satisfaction;
- b) the RFS is otherwise satisfied with the conditions precedent will be met by the organisation in accordance with this agreement;
- c) all other conditions precedent to payment of the funding are otherwise met to the RFS's satisfaction; or
- d) this agreement is terminated by the RFS.

3. Procedure for claiming payment

As your approval may include a number of individual activities and in recognition that these activities will be completed at different times of the year, reimbursement for the completed works can be claimed at anytime of the year before the 1 June 2009 cut off date. Invoices received after this date will not be accepted.

If your organisation has a number of approved projects it is suggested that claiming for completed works is to be undertaken during the following times to avoid numerous individual invoices being received:

1 December 2008 – In conjunction with the submission of the progress report

1 March 2009 – In conjunction with the submission of the progress report

1 June 2009 – Final Date for receipt of invoices

Completion of Works forms (Attachment D) are to be submitted to the Executive Officer of the BFMC for the area where the works were undertaken once this has been signed off by the Executive Officer. The organisation is then required to complete the Payment Request Form (Attachment C).

The completed Completion of Works form and Payment Request form together with the invoice are then to be forwarded to:

NSW Rural Fire Service – Headquarters
Co-ordinated Risk Management
Locked Mail Bag 17
Granville NSW 2142.

- Claims for payment must include:

A Completion of Works for each individual activity approved, a Payment Request form, and the invoice.

These are considered correctly rendered if:

- (a) Each and every detail on the form has been accurately completed; and
- (b) it is signed by a person duly authorised by the organisation for this purpose; and
- (c) the invoice is addressed to the NSW Rural Fire Service.

4. Use of Funding

The organisation must use the funding only for the approved activities (Schedule A) and for no other purpose.

5. Compliance with law

The organisation must (and ensure any agent must):

- (d) comply with all applicable standards, laws and regulations.
- (e) not do anything that would cause the RFS to breach its obligations under any such legislation.

- (f) hold all rights and consents as required to conduct the project and otherwise fulfil its obligations to undertake these works.
- (g) ensure that any technical, environmental, heritage and risk assessment requirements of the project are undertaken in accordance with legislation and best practice.

6. Progress Reporting Requirements

The organisation must comply with the reporting requirements as specified in Attachment B.

7. Indemnity

The organisation shall at all times indemnify, hold harmless and defend the RFS and its officers, employees and agents ("those indemnified") from and against any liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of any default or unlawful or negligent act or omission by the organisation, its officers, employees, and/or any agent in the performance of this agreement; except to the extent that any act or omission of the RFS, the RFS's representative and their officers, employees or agents, caused or contributed to the claim.

The organisation agrees to release those indemnified from liability for any liability or loss suffered or incurred by the organisation in carrying out the project, except where arising as a direct consequence of any unlawful or negligent act or omission of those indemnified.

8. Insurance

Without limiting the organisation's obligations to undertake these works, the organisation must effect and maintain, at its expense, with a reputable insurance company each of following insurance policies:

- a) for the term and for any additional period thereafter specified in Attachment A, a broad form public liability insurance (incorporating products liability insurance) in an amount of not less than the amount specified in attachment A in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover;
- b) for the term, workers' compensation insurance in accordance with applicable legislation in respect of all employees of the organisation or its agents; and
- c) for the term and for any additional period thereafter specified in Attachment A, professional liability or "errors and omission" insurance (including but not limited to an extension of cover in respect of trade practices legislation and intellectual property) in an amount of not less than the insured amount specified in Attachment A in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover.

The organisation must ensure that:

- a) any entity (including the organisation or any agent) who constructs works as part of the project holds contract works insurance, as specified in Attachment A; and
- b) all agents hold workers compensation insurance in respect of its employees, as required by law.

The organisation must produce to the RFS satisfactory evidence of the existence and currency of all or any of the required insurance policies to undertake these works:

- a) if requested in writing at any time by the RFS or the RFS's representative.

The organisation must immediately notify the RFS of any lapse or suspension, or imposition of conditions on cover under any insurance policy required to undertake these works.

The organisation must note the interest of the RFS to undertake these works on each insurance policy required under the terms and conditions when directed in writing to do so by the RFS.

If the organisation fails to satisfy its obligations under this clause dealing with insurance, the RFS is entitled to:

- a) take out and maintain such insurance policies;
- b) pay the premiums as necessary; and
- c) deduct such amounts from the amount of funding payable to the organisation to undertake these works or otherwise recover such amounts from the organisation as a debt due to the RFS.

9. Potential for Project over Expenditure

The organisation must advise the NSW Rural Fire Service – Headquarters of any likely over-expenditure on the individual activities in writing, as soon as possible.

The organisation acknowledges and agrees that expenditure beyond the approved amount for the project as per the schedule of works attached with your approval is at the organisation's risk. The organisation should not presume that additional funding will be available.

10. Variation

This agreement may only be varied by the written agreement of the parties.

11. Fire Trail Signage

Approved activities that are for the following activity type:

- Fire trail maintenance
- Fire trail construction

must clearly demonstrate that the fire trail is adequately signed in accordance with the BFCC Policy 2/2007 – Fire Trails.

Reimbursement for works undertaken for fire trail maintenance and fire trail construction will only be authorised for payment if the section relating to this on the Completion of Works form is completed and signed.

SCHEDULE A

ID	BFMC	Region	LGA	ActivityName	Activity Type	Current Trail Classification	Proposed Trail Classification	TrailLength	Primary Tenure	Bid Amount	Agency
BFMF20080512115904		Far North Coast	North Tweed	Rockface Road Trail	FTM	E	E	5.15	Council	\$15,000.00	Local Government Authority
TOTAL										\$15,000.00	

ATTACHMENT B PROGRESS REPORTING REQUIREMENTS

The organisation must prepare and submit to the RFS the reports meeting the description and requirements specified below, at the times and frequency specified below. The RFS may prescribe the form of reports and manner of submission by written notice to the organisation from time to time.

Report Name	Description	Special Requirements	Reporting Period and frequency of submission
Progress Report	The progress report must include: <ul style="list-style-type: none"> ○ The status of each individual approved activity ○ If any under or no expenditure is to occur 	This report is to be signed by the organisation's authorised delegate.	Report 1 due: <u>1 December 2008</u> Report 2 due: <u>1 March 2009</u>

ATTACHMENT C PAYMENT REQUEST FORM

This payment request is submitted by (the organisation)

ABN to the NSW Rural Fire Service.

Payment Request Particulars

Project title: **2008/2009 Fire Mitigation Works Fund**

Payment requested (GST \$
Exclusive):

Funding Milestone against which **Completion**
the payment is claimed:

- Attachments:**
- Schedule of works completed and attached
 - Completion of Works form for each activity being claimed
 - Invoice addressed to NSW Rural Fire Service
-

I, the undersigned, being a person duly authorised by the Agency, certify that:

- (h) The requested payment is solely for the works undertaken for the projects listed on the attached schedule,
- (a) the applicable Project & Funding Milestone has been achieved as at the date of this Payment Request.
- (b) there is no matter or circumstance, of which I am aware, that would constitute a breach by the Agency that would entitle the State to withhold payment.

.....
Authorised Delegate signatory

.....
Date

.....
Printed name and title of authorised signatory

ATTACHMENT D

2008/2009 FIRE MITIGATION WORKS FUND

COMPLETION OF WORKS FORM

Bush Fire Management Committee:

Land Management Agency

Activity Name:

BFMF Number

Type of Work		Treatment Area (km/ha)
Hazard Reduction	Fire <input type="checkbox"/> Mechanical <input type="checkbox"/>	<input style="width: 100px; height: 20px;" type="text"/> <input style="width: 100px; height: 20px;" type="text"/>
Fire Trail Maintenance	<input type="checkbox"/>	<input style="width: 100px; height: 20px;" type="text"/>
Fire Trail Construction	<input type="checkbox"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input type="checkbox"/> Signage in accordance with BFCC Policy 2/2007– Fire Trails provided to the fire trail		
Other (Please Describe)	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>

Date Completed

Approved Amount \$

Reimbursement Claim \$

(GST Exclusive)

Agency

BFMC Executive Officer

Signature	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Print Name	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Position	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>