



22 July 2010

The General
Tweed Shire Council
P.O. Box 816
Murrwillumbah NSW 2484

Attention: **Mr Sebastien Garcia-Cuenca**

Dear Sebastien,

RE: CONTRACT NO.: NR-IS-10-11-T4A
CONTRACT NAME: Current BMP Soil Health on Coastal Floodplains (year 7) - Part A Tweed LGA

The Northern Rivers CMA is pleased to offer you the opportunity to deliver the above project. Enclosed are two original Contracts for the project. Please sign both copies on page 2 and return them to the address below.

Upon receipt of the signed Contracts, the CMA will sign and return your final copy of the Contract. A purchase order will be forwarded to you in due course detailing when your payments are due. When sending your invoices for payment it would be appreciated if you could please include the purchase order number on the invoice otherwise we will be unable to process it.

Please note that you will be paid according to your payment terms on your invoice. If you do not have any terms listed, our finance branch will automatically hold the payment for 30 days from date of invoice.

Please ensure that you have read and understood the terms of the contract, specifically the Special Conditions that may be relevant to this project.

The CMA looks forward to working in collaboration with you on this project. If you require any further information, please don't hesitate to contact Simon Proust on (02) 6653 0111.

Yours sincerely

On behalf of:

Ian Simpson
Acting General Manager
Northern Rivers Catchment Management Authority

NATURAL RESOURCE MANAGEMENT
AGRICULTURAL LAND VIABILITY
GRANTS - GENERAL
COASTAL MANAGEMENT
FOOD PLAIN MANAGEMENT
TOTAL CATCHMENT MANAGEMENT

TWEED SHIRE COUNCIL
FILE No: <u>CONTRACTS</u>
DGC. No:
REC'D: 26 JUL 2010
ASSIGNED TO: <u>GARCIA-CUENCA, S.</u>
HARD COPY <input type="checkbox"/> IMAGE <input checked="" type="checkbox"/>



NORTHERN RIVERS CATCHMENT MANAGEMENT AUTHORITY

CONTRACT

NAME OF CONTRACT:
Current BMP Soil Health on Coastal Floodplains (year 7)
Part A Tweed Local Government Area

CONTRACT NO:
NR-IS-10-11-T4A

CONTRACTOR/ORGANISATION:
Tweed Shire Council

PROJECT SERVICES CONTRACT

Contractor Details

Name of contractor organisation: Tweed Shire Council

Address: Murwillumbah Office
Civic & Cultural Centre
Tumbulgum Road
Murwillumbah NSW 2484

Australian Business Number: 90178732496

Are you registered for GST? Yes

Contact Person: Mr Sebastien Garcia-Cuenca

Address : PO Box 816
Murwillumbah NSW 2484

Phone: 0266702629 **Fax:** 02667288642 **e-mail:** sgarciacuenca@tweed.nsw.gov.au

Northern Rivers Catchment Management Authority

Authority's Representative:

Address : PO Box 618, Grafton NSW 2460

Phone: (02) 66 42 0622 **Fax:** (02) 66 42 0640 **e-mail:** northern@cma.nsw.gov.au

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

Signed as an agreement by the Authority's Representative on

the day of 2010

Signed for & on behalf of the Authority

Signed for & on behalf of the Contractor

Signature

Signature

Name printed

Name printed

Position Acting General Manager

Position

[Empty Box]

1. Project

The Contractor shall:

- (a) ensure that the Project is performed in accordance with Schedule 1 and any Project Documents referred to therein and in accordance with the Special Conditions referred to herein;
- (b) ensure that the Project Timetable is observed;
- (c) ensure that the Project is performed by the groups/personnel (if any) who are proposed in the Project Documents;
- (d) comply with the Reporting Requirements;
- (e) report on or explain any aspect of the performance of works or other products delivered by the Contractor under the Contract, as requested by the Authority's representative;
- (f) comply with all negotiated directions and instructions issued by the Authority in relation to the Project, provided they are within the reasonable contemplation of the Project Documents;
- (g) use materials of suitable quality which are to be part of the work;
- (h) properly supervise and control the work of its employees/agents; and
- (i) comply with all safety requirements notified to it by the Authority or required by law to be observed by the Contractor.

2. Payment of Contract Amount

Unless Schedules 2 or 4 provide for some other mechanism for payment of the Contract Amount, payment thereof shall be made by the Authority following the submission of tax invoices for work actually performed and/or expenses actually incurred and shall be accompanied by an itemised statement of same.

3. Contractor's Records

The Contractor must:

- (a) maintain financial receipt and expenditure details; Project related correspondence and other Project materials;
- (b) permit the Authority's officers and agents to inspect (and if necessary be supplied with copies of) all Contractor's accounts and other documents including any tender documents, relating to the Project; and
- (c) comply with all reasonable requests by the Authority for other information and particulars concerning the Project.

4a. Assignment

The Contractor agrees to undertake and complete the Project itself. This Contract is not assignable, except where a project document referred to in Schedule 1 identifies a subcontractor to perform certain project tasks. Where such name appears the Authority approves the use of such subcontractor(s) to perform such tasks.

4b. Change of Principal

If the Principal in this Agreement (i.e. the Authority) is reconstituted, renamed or replaced or if its powers or functions in respect of the performance of this Agreement are transferred to another entity, this Agreement is deemed to refer to that new entity as Principal.

5. Insurance

The Contractor, before commencing the Project, must hold or effect policies of insurance appropriate to the Project. Such policies of insurance shall cover:

- (i) Workers' Compensation;
- (ii) Public Liability insurance to an amount of AUD \$10 million and Voluntary Workers Insurance;
- (iii) loss of or damage to any component works being undertaken as a part of or comprising the Works, any temporary works and all materials, construction plant and other things that are brought onto the Work Location Site by or on behalf of the Contractor, to an insured amount not less than the Works Cost; and
- (iv) promptly produce to the CMA evidence of the insurances held whenever requested to do so.

6. Responsibility for Project

- (a) The Project shall be undertaken at the Contractor's risk;
- (b) The Contractor shall not be liable for any instruction/directions, standards, criteria, professional structural works designs or benchmarks (policies) notified in writing by the Authority with which the Contractor must comply; and
- (c) Contractors and landholders are reminded to check their WorkCover responsibilities regarding people at project sites.

The nominated Contractor's Representative may be altered in accordance with Section 9 of this contract.

7. Failure to Perform the Project

- (a) If in the opinion of the Authority the Contractor has failed to perform the Project or strictly comply with its Reporting Requirements in accordance with this Contract (Schedule 5) the Authority may serve a notice on the Contractor specifying the term of the Contract or Project Document or Reporting Requirement not complied with.
- (b) If the Contractor fails to remedy any matter set out in such notice the Authority may, at its absolute discretion:
 - (i) withhold any payment of the Contract Amount or part thereof; or
 - (ii) terminate this Contract.

8. Delay

- (a) Should the Contractor become aware of anything that will or may cause the Project not to be completed by any completion date stated in the Project Specification or Project Timetable (Schedule 3) then the Contractor shall notify the Authority's Representative immediately and submit in writing a request for an extension of the time for completion; and
- (b) Should the Contractor fail to proceed with the Project promptly, or, without the approval of the Authority, suspend the progress of the Project or abandon the Project, the Authority may terminate the Contract. Notwithstanding this, which includes an attempt to resolve the issue by both parties, the Authority reserves the right to terminate the Contract if the Project is not completed by the completion date.

9. Variations

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

10. Cost Overruns

The Authority will not pay any amount in addition to the Contract Amount set out in Schedule 2 unless prior approval for such payment, in writing, is obtained from the Authority. Such approval may be given or withheld in the Authority's absolute discretion and if given may be subject to conditions.

11. Termination

- (a) Either party may terminate the whole or any part of this Contract at any time by 28 days written notice addressed to the Contractor or Authority and such termination shall not expose either party to any claim for damages by reason of that termination;
- (b) Upon any termination of this Contract, the Authority will only be liable to pay the Contractor for work satisfactorily completed at the date of termination and the Contractor is to return any over-payment. The Authority may request the Contractor in writing to repay such over-payment, together with interest at the District Court debt rate for the time being. If the Contractor fails to repay all money and interest, the Authority may recover them in any appropriate court as a debt due to the Crown; and
- (c) Nothing herein shall affect either party's common law rights to terminate the Contract on account of a repudiation by either party and recover damages.

12. Service of Notices

Any written notice or demand provided for in this Contract may be served on the Contractor by ordinary prepaid post, facsimile or e-mail to the Contractor Contact's address shown on the face of this Contract.

13. Authority's Representative

The Authority's Representative nominated under this Contract shall have the following duties:

- (a) Oversee the performance of the Contractor under this Contract;
- (b) Serve any notice referred to in the Contract;
- (c) Receive and consider reports to be provided by the Contractor under this Contract; and
- (d) Maintain liaison (including considering reasonable requests) with the Contractor under the provisions of this Contract and otherwise act for the Authority hereunder.

14. Acknowledgement, Publicity and Publications

- (a) The Contractor agrees that, as this is a project of the Northern Rivers Catchment Management Authority, any Publicity or Publications produced by or on behalf of the Contractor as part of the Project will:
- include an acknowledgement of the financial and non-financial contributions of the Authority to the Project
 - apply the Authority's Branding
 - seek the approval of the Authority for:
 - all media releases, prior to dispatch
 - all Publications, prior to printing
 - provide original artwork as digital files of all Publications to the Authority, along with the required number of hard copies as outlined in the Work Plan of this contract
- (b) The Authority reserves the right to publicise and promote the Project through the media and other communication networks and opportunities, as it see fit and independent of the Contractor.

15. Goods and Services Tax

- (a) In this clause the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Contract includes a reference to that party's "representative member" as defined in the above Act;
- (b) The Contractor may recover from the Authority any GST payable in relation to this Contract. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates; and
- (c) Unless expressly stated otherwise, the contract amounts or other consideration specified payable from the Authority to the Contractor are inclusive of GST at the GST rate prevailing at the Contract date. If the GST rate is varied during the currency of the Contract, the GST inclusive amount may be varied to reflect those changes.

In the imposition of GST or any subsequent change in the GST law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by the Authority shall be reduced by the same proportion as the reduction in the Contractor's cost. The Authority may request that the Contractor provide it with all reasonable evidence necessary to demonstrate compliance with this clause.

All invoices or claims submitted by the Contractor under this Contract will be accompanied by a tax invoice. The Authority is not required to pay any amount on account of GST until this requirement has been complied with.

- (d) Where an adjustment event occurs in relation to any supply under this Contract, the supplier must provide an adjustment note to the other party within 14 days after that adjustment event; and

- (e) To the extent the Authority is liable under this Contract to reimburse the Contractor for any costs that the Contractor has incurred with a third party, the Authority will only be liable to reimburse the Contractor for the amount of those costs less any input tax credit the Contractor is entitled to.

If the GST applies to any supply made by the Authority under this Contract, the Contractor will pay an amount on account of that GST liability to the Authority within 14 days of being provided with a tax invoice.

Unless expressly stated otherwise all monetary specification limits (eg insurance) in the Contract are exclusive of GST.

16. Intellectual Property

- (a) Subject to any agreement between the Authority and the Contractor to the contrary, the title to and intellectual property rights in any material arising from the Contractor's performance of the Project vests solely upon its creation in the Contractor;
- (b) The Contractor grants to the Authority non-exclusive, perpetual, royalty free licence (including a right to sub-licence) to use such material;
- (c) Clause 16(b) will not affect any pre-existing IP rights of any material, information or services provided by any party. Where this Project generates or provides material containing pre-existing IP material and a right to pre-existing material cannot be licensed, the licence as a minimum must enable the Authority to make Project material available to third parties and/or in the public domain. By signing this agreement, the contractor agrees to such a minimum licence;
- (d) The Northern Rivers CMA own all Northern Rivers CMA material, including the Intellectual property in that material, but grants the Contractor a licence to use, reproduce, adapt and exploit that material only for the purposes of this Contract and in accordance with any conditions or restrictions the Northern Rivers CMA may notify the Contractor;
- (e) Upon the end of the term of the Contract or earlier termination of the contract, the Contractor will not retain Northern Rivers CMA material in the Contractors possession, unless otherwise notified by the Northern Rivers CMA;
- (f) The Contractor agrees to keep safely all Northern Rivers CMA material provided to the Contractor for the purposes of this Contract;
- (g) Crown copyright rules apply to material developed by or on behalf of the Crown. For example, data collected or derived from existing State held data will remain considered Crown copyright;
- (h) The Contractor must provide data products which comprise or are a component of the Project Material with metadata (documentation about data) that meets the most recent standards specified by ANZLIC (www.anzlic.org.au) – the Spatial Information Council; and
- (i) The NRCMA can provide Lot and DP information when required. This information is only to be used for the purposes of the contract and not for any other purposes during or subsequent to the contract period.

17. Privacy

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

18. Dispute Resolution

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

- (a) The parties will cooperate with each other and use their best endeavours to resolve by mutual agreement any differences between them and all other difficulties which may arise from time to time relating to this Contract;
- (b) If a dispute is not resolved through the above procedure the parties must then refer the dispute to mediation by a qualified Mediator agreed to by the parties;
- (c) The Mediation Referral commences when any party gives written notice to the other(s) specifying the dispute and requiring its resolution under this clause; and
- (d) Each party must continue to perform this Contract notwithstanding the existence of a dispute or any proceedings under this clause.

19. Key Persons

- (a) The contractor must use its best endeavours to ensure that where persons are named either in the application or work plan, those individuals are engaged in the performance of the role identified;
- (b) The contractor shall notify the Authority immediately if a person named in the documents ceases to be engaged in the performance of the role and shall forthwith provide details of similarly qualified or experienced substitutes for that person;
- (c) Any substitute for a person named must be approved by the Authority before commencing work, however in this regard the Authority must not unreasonably withhold its approval; and
- (d) If the Authority does not approve of a substitute or if no substitute is put forth by the Contractor for approval then the Authority may regard the Contractor as in default of this agreement.

20. Term of Agreement

The term of this agreement shall be for the period specified in Schedule 3 – Project Timetable.

SPECIAL CONDITIONS

The Contractor agrees that 14 (a) of this Contract will be in accordance with the Authority's Contractor Guidelines for Acknowledgement, Publicity and Publications.

SCHEDULE 1 – PROJECT SPECIFICATION

Project Description: The source of the funding for this project is the Australian and state governments. The project delivers towards the following targets;- Improve land management practices to implement soil health BMP (reduce risk soil acidification and improve soil carbon) and Improve the knowledge, and skills of farmers and land managers in natural resource management.

The Project principally focuses on

- Implementation of best management practice (BMP) in soil health:-
- rehabilitation of ASS scalds, utilising seasonally ponded freshwater and the re-establishment of native wetland pasture species
- rehabilitation of drains through drain shallowing, revegetation and exclusion of waterways from livestock and land management practices which improve soil carbon and soil macro fauna and reduce soil acidification

Project Outcomes: The following Outcomes should be delivered within the project area, through implementation of the **Project Work Plan – Schedule 6**.

1. Farmers assisted to increase their uptake of sustainable farm and land management practices (soil health and ASS BMP) that deliver improved ecosystem services
2. Improve the knowledge, skills and engagement of land managers and farmers in managing our natural resources and environment
3. Improve soil health (soil carbon & macro fauna) and reduce the risk of soil acidification and acid sulfate soils (ASS) products from NRCMA floodplain landscapes

SCHEDULE 2 – CONTRACT AMOUNT

A total amount of **\$25,000 + \$2500(GST)** will be paid to the Contractor by the Authority to satisfactorily complete the project by achieving the Project Outcomes through delivery of Project Outputs as specified in the Project Work Plan

SCHEDULE 3 - PROJECT TIMETABLE

Start Date: The date the Contract is signed by the Authority's Representative

Completion date: 31 May 2011

SCHEDULE 4 - PAYMENT SCHEDULE

Payment will be available in instalments as follows:

1st Payment – Following the contract being signed by both parties an initial payment of \$13,000, (+ \$1300 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

2nd Payment – Upon satisfactory acceptance of a Progress Report due 26 FEBRUARY 2011 (see Schedule 5) a payment of \$8,000, (+ \$800 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

Final Payment – Upon satisfactory acceptance of the Final Report due 28 MAY 2011 (as outlined in Schedule 5) a final payment of \$4,000 (+ \$400 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

INVOICING

The Northern Rivers Catchment Management Authority will forward you a Purchase Order once your contract has been processed. This purchase order will list all your payments and note the date your payments are due. When sending us your Invoices please ensure the relevant Purchase Order Number is noted on the invoice otherwise the invoice will be unable to be processed.

All invoices are to be forwarded to:

**Northern Rivers Catchment Management Authority
PO Box 618
Grafton NSW 2460**

SCHEDULE 5 – REPORTING REQUIREMENTS

Your NRCMA contact for this project is:-

Simon Proust (NRMA Contract Contact)

Northern Rivers Catchment Management Authority
PO Box 618
Grafton NSW 2460

Progress Reports

The contractor will be required to provide the Authority's Representative with Progress Reports demonstrating satisfactory progress in the delivery of project Outputs as specified in the Project Work Plan (Schedule 6). Reports must be submitted using NRCMA Progress Report template from the NRCMA [Funding - Project Documents](#) webpage, or from the Contract Contact. Progress reports should be addressed to the above Contract Contact.

Final Report

The Contractor is required to provide the Authority's Representative with two original hard copies of a Final Report using the attached Final Report Template and also one in electronic form (emailed, CD etc). Visual presentation of information, where relevant, as maps, graphs, figures, press articles and photographs, is desirable in the Final Report.

Final Reports must be submitted using NRCMA Final Report template available from the [Funding - Project Documents](#) webpage or from NRCMA Contract Contact. The Final Report must include the following –

1. Project Administration;
2. Summary of Project Outputs;
3. Final Report – Project Work Plan – a fully completed Project Work Plan including Project Tasks, Outputs and Achievements;
4. Final Report – Financial Information – an auditable financial record of the project, including in-kind contributions and additional funds obtained;
5. Final Report – Project Evaluation - an evaluation of the project including achievement of outcomes, identification of any problems, further work required, and any recommendations to improve future projects;
6. Declaration; and
7. Three copies of project reports, photos, maps, media releases, communications material and any other product developed or produced throughout the project.

The **Final Report** is to be forwarded to the Contract Contact (see above). Once approved, your payment will be released.

Reporting of On-Ground Works Undertaken

The contractor must record, by the Completion date, location and output information for any on-ground works undertaken during the project that are not included in an incentive agreement, using the "On-ground Works Location and Outputs" reporting template available from http://www.northern.cma.nsw.gov.au/funding_project_documents.php or from NRCMA Contract Contact. Where Landholder Management Agreements and/or other agreements have been developed, the On-ground Works Location and Outputs reporting template is not required. However, if/where

variations to agreed outputs occur, these should be reported in the On-ground Works Location and Outputs" reporting template.

Unsatisfactory Reports

If any report is deemed to be unsatisfactory by the Authority, the Contractor will be contacted by the Authority's Representative or his nominee to discuss areas of concern and appropriate action. Reports should then be amended and resubmitted on a date agreed to by both parties.

Auditing of Projects

As part of the NRCMA's monitoring and evaluation of projects we have an auditing process in place that monitors a small number of projects on an annual basis.

Each project will also be subject to Monitoring, Evaluation and Review for Improvement (MERI) both during project implementation and following completion, consistent with the NRCMA MERI Plan.

Schedule 6- PROJECT WORK PLAN

Project Brief Number:	NR-IS10-11-T4a	Project Title:	Current BMP Soil Health on Coastal Floodplains (year 7)
Contractor:	Tweed Shire Council		
Contract Number:	NR-IS10-11-T4a	Contract Title:	Current BMP Soil Health on Coastal Floodplains (year 7): part A Tweed

(1) Project Outcomes

1. Implementation of best management practice (BMP) in soil health:
2. rehabilitation of ASS scalds, utilising seasonally ponded freshwater and the re-establishment of native wetland pasture species
3. rehabilitation of drains through drain shallowing, revegetation and exclusion of waterways from livestock and land management practices which improve soil carbon and soil macro fauna and reduce soil acidification

Project Tasks

Task No.	(2) Task Description	(3) Outcomes Linked	(4) Partnerships	(5) Budget \$	(6) Planned Completion Date
1	Identify Stakeholder Needs	1,2	Sugar Industry, BSES, Individual landholders, DPI		AUG 10
2	Priority sites and issues identified	1,2	Sugar Industry, BSES, Individual landholders, DPI		SEPT 10
3	Development of agreements and management plans	1,2	Sugar Industry, BSES, Individual landholders, DPI		OCT 10
4	Submit NRCMA Progress Reports		Tweed Council		25 Feb 2011
LANDHOLDER ADOPTION					
5	Manage delivery of On-ground works	1,2,3	Tweed Council & farmers		APR 2011
6	On-ground works – construction, contracts	1,2,3	Farmers, TSC & NRCMA		APR 2011
7	Articles in newsletters and prepare Case Study using NRCMA Template	2	Tweed Council & farmers		Nov 2010, April 2011
8	Monitor & evaluate adoption by farmers of coastal ASS BMP	1,2,3	Farmers & Tweed Council & NRCMA		31-May2011
9	Leverage Additional Funding	1,2,3	Tweed Council		31-May2011
10	Submit NRCMA Final Report	1,2,3			31-May2011

Measurable Project Outputs



(7) Output Code	(8) Output Description	(9) Measure	(10) Outcomes Linked	(11) Tasks Linked	(12) Planned Completion Date
CB 1.2	Written Products (Number).	3	1,2,3	4,6	31 May 2011
CB 1.21	Written Products (Recipients)	20	1,2,3	4,6	31 May 2011
OG10.3	Drainage System Improved (area)	.25ha	1,2,3	2,8,9	31 May 2011
OG10.31	Drainage System Improved (length)	500m	1,2,3	2,,8,9	31 May 2011
OG9.3	Acid Sulphate Soil Treatments Area (ha) of acid sulphate soils identified and treated/protected	200ha	1,2	1-5	May 2011
OG1.2	Voluntary Conservation Agreements (number) An agreement negotiated with a minimum 10 landholder/manager to implement on ground works and provide maintenance as required for an agreed period into the future.	10	1,2,3	1,2,3,6	30 Jan 2011
OG1,21	Area (ha) protected under Voluntary Conservation Agreements	200	1,2,3	1,2,3,6	31 May 2011
CB1.4	Community capacity building product (newspaper, radio, TV) highlighting the project outcomes	2	1,2,3	4,6	31 May 2011
CB1.1	Needs analysis with Sugar Industry	1	1,2	1	30 Dec 2010
CB6.1	Leverage additional investment towards floodplain NRM outcomes	7000	1,2	9	May 2011
P1.2_NR	Number of land managers/farmers/fishers adopting Best Management Practice	10	1,2,3	1,2,3,6	30 Jan 2011



Section 4 – PROJECT BUDGET

	NRCMA Funds	Applicant Contribution – TSC	Other Contribution – Landholders	Other Contribution – Insert Name	Other Contribution – Insert Name	Total
INCOME & CONTRIBUTIONS						
Cash	25000	13000				38000
In-kind		12000	7000			19000
Total	25000	25000	7000			57000
EXPENDITURE (all costs associated with the Project)						
Administration Costs (e.g. office expenses)		12000				12000
Education and Awareness	2,500					2500
On-ground Works	20,000	13000	7000			40000
Monitoring, Evaluation & Reporting	2,500					2500
Total	25000	25000	7000			57000





NORTHERN RIVERS CATCHMENT MANAGEMENT AUTHORITY

CONTRACT

**NAME OF CONTRACT:
Current BMP Soil Health on Coastal Floodplains (year 7)
Part A Tweed Local Government Area**

**CONTRACT NO:
NR-IS-10-11-T4A**

**CONTRACTOR/ORGANISATION:
Tweed Shire Council**

PROJECT SERVICES CONTRACT

Contractor Details

Name of contractor organisation: Tweed Shire Council

Address: Murwillumbah Office
Civic & Cultural Centre
Tumbulgum Road
Murwillumbah NSW 2484

Australian Business Number: 90178732496

Are you registered for GST? Yes

Contact Person: Mr Sebastien Garcia-Cuenca

Address : PO Box 816
Murwillumbah NSW 2484

Phone: 0266702629 **Fax:** 02667288642 **e-mail:** sgarciacuenca@tweed.nsw.gov.au

Northern Rivers Catchment Management Authority

Authority's Representative:

Address : PO Box 618, Grafton NSW 2460

Phone: (02) 66 42 0622 **Fax:** (02) 66 42 0640 **e-mail:** northern@cma.nsw.gov.au

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Signed as an agreement by the Authority's Representative on

the _____ day of _____ 2010

Signed for & on behalf of the Authority

Signed for & on behalf of the Contractor

Signature _____

Signature _____

Name printed _____

Name printed _____

Position _____ Acting General Manager

Position _____

1. Project

The Contractor shall:

- (a) ensure that the Project is performed in accordance with Schedule 1 and any Project Documents referred to therein and in accordance with the Special Conditions referred to herein;
- (b) ensure that the Project Timetable is observed;
- (c) ensure that the Project is performed by the groups/personnel (if any) who are proposed in the Project Documents;
- (d) comply with the Reporting Requirements;
- (e) report on or explain any aspect of the performance of works or other products delivered by the Contractor under the Contract, as requested by the Authority's representative;
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- (g) use materials of suitable quality which are to be part of the work;
- (h) properly supervise and control the work of its employees/agents; and
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4b. Change of Principal

If the Principal in this Agreement (i.e. the Authority) is reconstituted, renamed or replaced or if its powers or functions in respect of the performance of this Agreement are transferred to another entity, this Agreement is deemed to refer to that new entity as Principal.

5. Insurance

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- (i) Workers' Compensation;
- (ii) Public Liability insurance to an amount of AUD \$10 million and Voluntary Workers Insurance;
- (iii) loss of or damage to any component works being undertaken as a part of or comprising the Works, any temporary works and all materials, construction plant and other things that are brought onto the Work Location Site by or on behalf of the Contractor, to an insured amount not less than the Works Cost; and
- (iv) promptly produce to the CMA evidence of the insurances held whenever requested to do so.

6. Responsibility for Project

- (a) The Project shall be undertaken at the Contractor's risk;
- (b) The Contractor shall not be liable for any instruction/directions, standards, criteria, professional structural works designs or benchmarks (policies) notified in writing by the Authority with which the Contractor must comply; and
- (c) Contractors and landholders are reminded to check their WorkCover responsibilities regarding people at project sites.

The nominated Contractor's Representative may be altered in accordance with Section 9 of this contract.

7. Failure to Perform the Project

- (a) If in the opinion of the Authority the Contractor has failed to perform the Project or strictly comply with its Reporting Requirements in accordance with this Contract (Schedule 5) the Authority may serve a notice on the Contractor specifying the term of the Contract or Project Document or Reporting Requirement not complied with.
- (b) If the Contractor fails to remedy any matter set out in such notice the Authority may, at its absolute discretion:
 - (i) withhold any payment of the Contract Amount or part thereof; or
 - (ii) terminate this Contract.

8. Delay

- (a) Should the Contractor become aware of anything that will or may cause the Project not to be completed by any completion date stated in the Project Specification or Project Timetable (Schedule 3) then the Contractor shall notify the Authority's Representative immediately and submit in writing a request for an extension of the time for completion; and
- (b) Should the Contractor fail to proceed with the Project promptly, or, without the approval of the Authority, suspend the progress of the Project or abandon the Project, the Authority may terminate the Contract. Notwithstanding this, which includes an attempt to resolve the issue by both parties, the Authority reserves the right to terminate the Contract if the Project is not completed by the completion date.

9. Variations

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

10. Cost Overruns

The Authority will not pay any amount in addition to the Contract Amount set out in Schedule 2 unless prior approval for such payment, in writing, is obtained from the Authority. Such approval may be given or withheld in the Authority's absolute discretion and if given may be subject to conditions.

11. Termination

- (a) Either party may terminate the whole or any part of this Contract at any time by 28 days written notice addressed to the Contractor or Authority and such termination shall not expose either party to any claim for damages by reason of that termination;
- (b) Upon any termination of this Contract, the Authority will only be liable to pay the Contractor for work satisfactorily completed at the date of termination and the Contractor is to return any over-payment. The Authority may request the Contractor in writing to repay such over-payment, together with interest at the District Court debt rate for the time being. If the Contractor fails to repay all money and interest, the Authority may recover them in any appropriate court as a debt due to the Crown; and
- (c) Nothing herein shall affect either party's common law rights to terminate the Contract on account of a repudiation by either party and recover damages.

12. Service of Notices

Any written notice or demand provided for in this Contract may be served on the Contractor by ordinary prepaid post, facsimile or e-mail to the Contractor Contact's address shown on the face of this Contract.

13. Authority's Representative

The Authority's Representative nominated under this Contract shall have the following duties:

- (a) Oversee the performance of the Contractor under this Contract;
- (b) Serve any notice referred to in the Contract;
- (c) Receive and consider reports to be provided by the Contractor under this Contract; and
- (d) Maintain liaison (including considering reasonable requests) with the Contractor under the provisions of this Contract and otherwise act for the Authority hereunder.

14. Acknowledgement, Publicity and Publications

- (a) The Contractor agrees that, as this is a project of the Northern Rivers Catchment Management Authority, any Publicity or Publications produced by or on behalf of the Contractor as part of the Project will:
- include an acknowledgement of the financial and non-financial contributions of the Authority to the Project
 - apply the Authority's Branding
 - seek the approval of the Authority for:
 - all media releases, prior to dispatch
 - all Publications, prior to printing
 - provide original artwork as digital files of all Publications to the Authority, along with the required number of hard copies as outlined in the Work Plan of this contract
- (b) The Authority reserves the right to publicise and promote the Project through the media and other communication networks and opportunities, as it see fit and independent of the Contractor.

15. Goods and Services Tax

- (a) In this clause the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Contract includes a reference to that party's "representative member" as defined in the above Act;
- (b) The Contractor may recover from the Authority any GST payable in relation to this Contract. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates; and
- (c) Unless expressly stated otherwise, the contract amounts or other consideration specified payable from the Authority to the Contractor are inclusive of GST at the GST rate prevailing at the Contract date. If the GST rate is varied during the currency of the Contract, the GST inclusive amount may be varied to reflect those changes.

In the imposition of GST or any subsequent change in the GST law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by the Authority shall be reduced by the same proportion as the reduction in the Contractor's cost. The Authority may request that the Contractor provide it with all reasonable evidence necessary to demonstrate compliance with this clause.

All invoices or claims submitted by the Contractor under this Contract will be accompanied by a tax invoice. The Authority is not required to pay any amount on account of GST until this requirement has been complied with.

- (d) Where an adjustment event occurs in relation to any supply under this Contract, the supplier must provide an adjustment note to the other party within 14 days after that adjustment event; and

- (e) To the extent the Authority is liable under this Contract to reimburse the Contractor for any costs that the Contractor has incurred with a third party, the Authority will only be liable to reimburse the Contractor for the amount of those costs less any input tax credit the Contractor is entitled to.

If the GST applies to any supply made by the Authority under this Contract, the Contractor will pay an amount on account of that GST liability to the Authority within 14 days of being provided with a tax invoice.

Unless expressly stated otherwise all monetary specification limits (eg insurance) in the Contract are exclusive of GST.

16. Intellectual Property

- (a) Subject to any agreement between the Authority and the Contractor to the contrary, the title to and intellectual property rights in any material arising from the Contractor's performance of the Project vests solely upon its creation in the Contractor;
- (b) The Contractor grants to the Authority non-exclusive, perpetual, royalty free licence (including a right to sub-licence) to use such material;
- (c) Clause 16(b) will not affect any pre-existing IP rights of any material, information or services provided by any party. Where this Project generates or provides material containing pre-existing IP material and a right to pre-existing material cannot be licensed, the licence as a minimum must enable the Authority to make Project material available to third parties and/or in the public domain. By signing this agreement, the contractor agrees to such a minimum licence;
- (d) The Northern Rivers CMA own all Northern Rivers CMA material, including the Intellectual property in that material, but grants the Contractor a licence to use, reproduce, adapt and exploit that material only for the purposes of this Contract and in accordance with any conditions or restrictions the Northern Rivers CMA may notify the Contractor;
- (e) Upon the end of the term of the Contract or earlier termination of the contract, the Contractor will not retain Northern Rivers CMA material in the Contractors possession, unless otherwise notified by the Northern Rivers CMA;
- (f) The Contractor agrees to keep safely all Northern Rivers CMA material provided to the Contractor for the purposes of this Contract;
- (g) Crown copyright rules apply to material developed by or on behalf of the Crown. For example, data collected or derived from existing State held data will remain considered Crown copyright;
- (h) The Contractor must provide data products which comprise or are a component of the Project Material with metadata (documentation about data) that meets the most recent standards specified by ANZLIC (www.anzlic.org.au) – the Spatial Information Council; and
- (i) The NRCMA can provide Lot and DP information when required. This information is only to be used for the purposes of the contract and not for any other purposes during or subsequent to the contract period.

17. Privacy

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

18. Dispute Resolution

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

- (a) The parties will cooperate with each other and use their best endeavours to resolve by mutual agreement any differences between them and all other difficulties which may arise from time to time relating to this Contract;
- (b) If a dispute is not resolved through the above procedure the parties must then refer the dispute to mediation by a qualified Mediator agreed to by the parties;
- (c) The Mediation Referral commences when any party gives written notice to the other(s) specifying the dispute and requiring its resolution under this clause; and
- (d) Each party must continue to perform this Contract notwithstanding the existence of a dispute or any proceedings under this clause.

19. Key Persons

- (a) The contractor must use its best endeavours to ensure that where persons are named either in the application or work plan, those individuals are engaged in the performance of the role identified;
- (b) The contractor shall notify the Authority immediately if a person named in the documents ceases to be engaged in the performance of the role and shall forthwith provide details of similarly qualified or experienced substitutes for that person;
- (c) Any substitute for a person named must be approved by the Authority before commencing work, however in this regard the Authority must not unreasonably withhold its approval; and
- (d) If the Authority does not approve of a substitute or if no substitute is put forth by the Contractor for approval then the Authority may regard the Contractor as in default of this agreement.

20. Term of Agreement

The term of this agreement shall be for the period specified in Schedule 3 – Project Timetable.

SPECIAL CONDITIONS

The Contractor agrees that 14 (a) of this Contract will be in accordance with the Authority's Contractor Guidelines for Acknowledgement, Publicity and Publications.

SCHEDULE 1 – PROJECT SPECIFICATION

Project Description: The source of the funding for this project is the Australian and state governments. The project delivers towards the following targets;- Improve land management practices to implement soil health BMP (reduce risk soil acidification and improve soil carbon) and Improve the knowledge, and skills of farmers and land managers in natural resource management.

The Project principally focuses on

- Implementation of best management practice (BMP) in soil health:-
- rehabilitation of ASS scalds, utilising seasonally ponded freshwater and the re-establishment of native wetland pasture species
- rehabilitation of drains through drain shallowing, revegetation and exclusion of waterways from livestock and land management practices which improve soil carbon and soil macro fauna and reduce soil acidification

Project Outcomes: The following Outcomes should be delivered within the project area, through implementation of the **Project Work Plan – Schedule 6.**

1. Farmers assisted to increase their uptake of sustainable farm and land management practices (soil health and ASS BMP) that deliver improved ecosystem services
2. Improve the knowledge, skills and engagement of land managers and farmers in managing our natural resources and environment
3. Improve soil health (soil carbon & macro fauna) and reduce the risk of soil acidification and acid sulfate soils (ASS) products from NRCMA floodplain landscapes

SCHEDULE 2 – CONTRACT AMOUNT

A total amount of **\$25,000 + \$2500(GST)** will be paid to the Contractor by the Authority to satisfactorily complete the project by achieving the Project Outcomes through delivery of Project Outputs as specified in the Project Work Plan

SCHEDULE 3 - PROJECT TIMETABLE

Start Date: The date the Contract is signed by the Authority's Representative

Completion date: 31 May 2011

SCHEDULE 4 - PAYMENT SCHEDULE

Payment will be available in instalments as follows:

1st Payment – Following the contract being signed by both parties an initial payment of \$13,000, (+ \$1300 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

2nd Payment – Upon satisfactory acceptance of a Progress Report due 26 FEBRUARY 2011 (see Schedule 5) a payment of \$8,000, (+ \$800 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

Final Payment – Upon satisfactory acceptance of the Final Report due 28 MAY 2011 (as outlined in Schedule 5) a final payment of \$4,000 (+ \$400 GST) will be processed. The payment will be based on the contractor's tax invoice, which must be forwarded to the Grafton office, as detailed below.

INVOICING

The Northern Rivers Catchment Management Authority will forward you a Purchase Order once your contract has been processed. This purchase order will list all your payments and note the date your payments are due. When sending us your Invoices please ensure the relevant Purchase Order Number is noted on the invoice otherwise the invoice will be unable to be processed.

All invoices are to be forwarded to:

**Northern Rivers Catchment Management Authority
PO Box 618
Grafton NSW 2460**

SCHEDULE 5 – REPORTING REQUIREMENTS

Your NRCMA contact for this project is:-

Simon Proust (NRCMA Contract Contact)

Northern Rivers Catchment Management Authority
PO Box 618
Grafton NSW 2460

Progress Reports

The contractor will be required to provide the Authority's Representative with Progress Reports demonstrating satisfactory progress in the delivery of project Outputs as specified in the Project Work Plan (Schedule 6). Reports must be submitted using NRCMA Progress Report template from the [NRCMA Funding - Project Documents](#) webpage, or from the Contract Contact. Progress reports should be addressed to the above Contract Contact.

Final Report

The Contractor is required to provide the Authority's Representative with two original hard copies of a Final Report using the attached Final Report Template and also one in electronic form (emailed, CD etc). Visual presentation of information, where relevant, as maps, graphs, figures, press articles and photographs, is desirable in the Final Report.

Final Reports must be submitted using NRCMA Final Report template available from the [Funding - Project Documents](#) webpage or from NRCMA Contract Contact. The Final Report must include the following –

1. Project Administration;
2. Summary of Project Outputs;
3. Final Report – Project Work Plan – a fully completed Project Work Plan including Project Tasks, Outputs and Achievements;
4. Final Report – Financial Information – an auditable financial record of the project, including in-kind contributions and additional funds obtained;
5. Final Report – Project Evaluation - an evaluation of the project including achievement of outcomes, identification of any problems, further work required, and any recommendations to improve future projects;
6. Declaration; and
7. Three copies of project reports, photos, maps, media releases, communications material and any other product developed or produced throughout the project.

The **Final Report** is to be forwarded to the Contract Contact (see above). Once approved, your payment will be released.

Reporting of On-Ground Works Undertaken

The contractor must record, by the Completion date, location and output information for any on-ground works undertaken during the project that are not included in an incentive agreement, using the "On-ground Works Location and Outputs" reporting template available from http://www.northern.cma.nsw.gov.au/funding_project_documents.php or from NRCMA Contract Contact. Where Landholder Management Agreements and/or other agreements have been developed, the On-ground Works Location and Outputs reporting template is not required. However, if/where

variations to agreed outputs occur, these should be reported in the "On-ground Works Location and Outputs" reporting template.

Unsatisfactory Reports

If any report is deemed to be unsatisfactory by the Authority, the Contractor will be contacted by the Authority's Representative or his nominee to discuss areas of concern and appropriate action. Reports should then be amended and resubmitted on a date agreed to by both parties.

Auditing of Projects

As part of the NRCMA's monitoring and evaluation of projects we have an auditing process in place that monitors a small number of projects on an annual basis.

Each project will also be subject to Monitoring, Evaluation and Review for Improvement (MERI) both during project implementation and following completion, consistent with the NRCMA MERI Plan.

Schedule 6- PROJECT WORK PLAN

Project Brief Number:	NR-IS10-11-T4a	Project Title:	Current BMP Soil Health on Coastal Floodplains (year 7)
Contractor:	Tweed Shire Council		
Contract Number:	NR-IS10-11-T4a	Contract Title:	Current BMP Soil Health on Coastal Floodplains (year 7): part A Tweed

(1) Project Outcomes

1. Implementation of best management practice (BMP) in soil health:
2. rehabilitation of ASS scalds, utilising seasonally ponded freshwater and the re-establishment of native wetland pasture species
3. rehabilitation of drains through drain shallowing, revegetation and exclusion of waterways from livestock and land management practices which improve soil carbon and soil macro fauna and reduce soil acidification

Project Tasks

Task No.	(2) Task Description	(3) Outcomes Linked	(4) Partnerships	(5) Budget \$	(6) Planned Completion Date
1	Identify Stakeholder Needs	1,2	Sugar Industry, BSES, Individual landholders, DPI		AUG 10
2	Priority sites and issues identified	1,2	Sugar Industry, BSES, Individual landholders, DPI		SEPT 10
3	Development of agreements and management plans	1,2	Sugar Industry, BSES, Individual landholders, DPI		OCT 10
4	Submit NRCMA Progress Reports		Tweed Council		25 Feb 2011
LANDHOLDER ADOPTION					
5	Manage delivery of On-ground works	1,2,3	Tweed Council & farmers		APR 2011
6	On-ground works – construction, contracts	1,2,3	Farmers, TSC & NRCMA		APR 2011
7	Articles in newsletters and prepare Case Study using NRCMA Template	2	Tweed Council & farmers		Nov 2010, April 2011
8	Monitor & evaluate adoption by farmers of coastal ASS BMP	1,2,3	Farmers & Tweed Council & NRCMA		31-May2011
9	Leverage Additional Funding	1,2,3	Tweed Council		31-May2011
10	Submit NRCMA Final Report	1,2,3			31-May2011

Measurable Project Outputs



Document name: Northern Rivers Catchment Management Authority Contract

Version Number: 09_v3

Version Date: 01.09.09

(7) Output Code	(8) Output Description	(9) Measure	(10) Outcomes Linked	(11) Tasks Linked	(12) Planned Completion Date
CB 1.2	Written Products (Number).	3	1,2,3	4,6	31 May 2011
CB 1.21	Written Products (Recipients)	20	1,2,3	4,6	31 May 2011
OG10.3	Drainage System Improved (area)	.25ha	1,2,3	2,8,9	31 May 2011
OG10.31	Drainage System Improved (length)	500m	1,2,3	2,,8,9	31 May 2011
OG9.3	Acid Sulphate Soil Treatments Area (ha) of acid sulphate soils identified and treated/protected	200ha	1,2	1-5	May 2011
OG1.2	Voluntary Conservation Agreements (number) An agreement negotiated with a minimum 10 landholder/manager to implement on ground works and provide maintenance as required for an agreed period into the future.	10	1,2,3	1,2,3,6	30 Jan 2011
OG1.21	Area (ha) protected under Voluntary Conservation Agreements	200	1,2,3	1,2,3,6	31 May 2011
CB1.4	Community capacity building product (newspaper, radio, TV) highlighting the project outcomes	2	1,2,3	4,6	31 May 2011
CB1.1	Needs analysis with Sugar Industry	1	1,2	1	30 Dec 2010
CB6.1	Leverage additional investment towards floodplain NRM outcomes	7000	1,2	9	May 2011
P1.2_NR	Number of land managers/farmers/fishers adopting Best Management Practice	10	1,2,3	1,2,3,6	30 Jan 2011



Section 4 – PROJECT BUDGET

	NRCMA Funds	Applicant Contribution – TSC	Other Contribution – Landholders	Other Contributio n – Insert Name	Other Contribution – Insert Name	Total
INCOME & CONTRIBUTIONS						
Cash	25000	13000				38000
In-kind		12000	7000			19000
Total	25000	25000	7000			57000
EXPENDITURE (all costs associated with the Project)						
Administration Costs (e.g. office expenses)		12000				12000
Education and Awareness	2,500					2500
On-ground Works	20,000	13000	7000			40000
Monitoring, Evaluation & Reporting	2,500					2500
Total	25000	25000	7000			57000

