

VML:MB
Vicki Lukritz
3810 6221

9 August 2018

Sir/Madam

Notice is hereby given that a Meeting of the **CONSERVATION AND ENVIRONMENT COMMITTEE** is to be held in the **Council Chambers** on the 2nd Floor of the Council Administration Building, 45 Roderick Street, Ipswich commencing at **10.30 am or 10 minutes after the conclusion of the Works, Parks and Sport Committee, whichever is the earlier** on **Monday, 13 August 2018**.

<u>MEMBERS OF THE CONSERVATION AND ENVIRONMENT COMMITTEE</u>	
Councillor Silver (Chairperson) Councillor Bromage (Deputy Chairperson)	Councillor Wendt (Acting Mayor) Councillor Morrison Councillor Martin

Yours faithfully

CHIEF EXECUTIVE OFFICER

CONSERVATION AND ENVIRONMENT COMMITTEE AGENDA

10.30 am or 10 minutes after the conclusion of the Works, Parks and Sport Committee, whichever is the earlier on **Monday, 13 August 2018**
Council Chambers

Item No.	Item Title	Officer
1	2018 Ipswich Fishing and Water Fest	PO
2	Digicon Naeus App Update	PO
3	Queensland Rail Offset Partnership Commencement – Purga Nature Reserve	PO
4	Little Liverpool Range Initiative – Governance Structure for the Project Officer	PO(NE)
5	Ipswich – Carbon Neutral by 2021 Cities Power Partnership	PO(EM)
6	**Request for a Koala Fodder Plantation at Redbank Rifle Range – Division 3	A/SRNRM

** Item includes confidential papers

CONSERVATION AND ENVIRONMENT COMMITTEE NO. 2018(08)

13 AUGUST 2018

AGENDA

1. **2018 IPSWICH FISHING AND WATER FEST**

With reference to a report by the Partnerships Officer dated 23 July 2018 concerning a proposal for a 2018 Ipswich Fishing and Water Fest.

RECOMMENDATION

That Council approve the proposed 2018 Ipswich Fishing and Water Fest as a three week campaign during September and October 2018, as outlined in the report by the Partnerships Officer dated 23 July 2018, aimed at promoting waterway values and water-based recreational activities across Ipswich.

2. **DIGICON NAEUS APP UPDATE**

With reference to a report by the Partnerships Officer dated 23 July 2018 concerning the Naeus Explore App which was created from the Digicon Hackathon project in 2017.

RECOMMENDATION

That Council approve the continuation of the contract with Naeus for the Naeus Explore app to be supported for community use for the 2018–2019 financial year.

3. **QUEENSLAND RAIL OFFSET PARTNERSHIP COMMENCEMENT – PURGA NATURE RESERVE**

With reference to a report by the Partnerships Officer dated 23 July 2018 providing an update on the offset planting partnership with Queensland Rail which will result in environmental and scenic improvements at Purga Nature Reserve.

RECOMMENDATION

That the report be received and the contents noted.

4. **LITTLE LIVERPOOL RANGE INITIATIVE – GOVERNANCE STRUCTURE FOR THE PROJECT OFFICER**

With reference to a report by the Program Officer (Natural Environment) dated 19 July 2018 concerning the governance structure for the Little Liverpool Range Initiative Project Officer.

RECOMMENDATION

That the report be received and the contents noted.

5. IPSWICH – CARBON NEUTRAL BY 2021 | CITIES POWER PARTNERSHIP

With reference to a report by the Project Officer (Environmental Management) dated 3 August 2018 concerning a recommended approach to assist Council operations to achieve a carbon neutral status by 2021.

RECOMMENDATION

That Council participate in the Climate Council's Cities Power Partnership (CPP) as outlined in Attachment A to the report by the Project Officer (Environmental Management) dated 3 August 2018.

6. **REQUEST FOR A KOALA FODDER PLANTATION AT REDBANK RIFLE RANGE – DIVISION 3

With reference to a report by the Acting Sport Recreation and Natural Resources Manager dated 27 July 2018 concerning a request received from RSPCA Queensland to plant koala fodder trees at Redbank Rifle Range.

RECOMMENDATION

- A. That Council approve an on-site assessment of the area north of the proposed criterium track as shown in Preferred Option A (Attachment J) of the Redbank Rifle Range Master Plan to determine if this would be suitable in size and accessibility as a potential koala fodder plantation.
 - B. That Council agree to undertake further assessment of the alternative sites, as identified in the report by the Acting Sport Recreation and Natural Resources Manager dated 27 July 2018, in consultation with the RSPCA to identify if these locations are suitable as potential koala fodder plantations.
 - C. That the Chief Operating Officer (Works Parks and Recreation) present a report with recommendations for the proposed koala fodder plantation site to a future Conservation and Environment Committee meeting.
-

** Item includes confidential papers

and any other items as considered necessary.

Conservation and Environment Committee	
Mtg Date: 13.08.18	OAR: YES
Authorisation: Bryce Hines	

VH:VH

23 July 2018

MEMORANDUM

TO: ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

FROM: PARTNERSHIPS OFFICER

RE: 2018 IPSWICH FISHING AND WATER FEST

INTRODUCTION:

This is a report by the Partnerships Officer dated 23 July 2018 concerning a proposal for a 2018 Ipswich Fishing and Water Fest.

BACKGROUND:

It is proposed to again host a fishing and water festival in Ipswich for a period over spring to encourage residents to enjoy water based recreation activities in Ipswich and to gain knowledge on Ipswich waterways and promote waterway health. The festival would offer a number of activities in and along Ipswich creeks and rivers for residents and visitors to participate in together, with a campaign delivering key messages on waterway health.

Attendance at previous fishing and water festival events has been between 100 – 200 people. Partners and sponsors will again be approached to assist in delivery of the festival and to provide prizes allowing partners the opportunity to reach existing and new markets. A post event report can be seen in Attachment A.

PROPOSED PROGRAM:

After the program was changed in 2017 from a single day event to a multiple day event, it is proposed to continue the 2018 festival in a similar format with multiple activities for residents and visitors.

The festival would include a series of activities and social media campaigns, including Facebook posts, pop up activities and an online fishing competition. After reviewing the most popular water based community events from previous years, activities for the festival is likely to include:

- Come and try canoeing
- Learn to fish sessions
- Spring Lake Pest Fishing competition

The program campaign messaging would centre around the following:

- Online content promoting key waterway messages for better reach, traction and impact
- Online fishing competition through social media
- Promoting fishing spots within Ipswich

The duration of the festival is proposed to be held from 24 September to 14 October 2018. This incorporates the September school holidays and start of the warmer spring weather, ideal for water based recreation activities.

BENEFITS TO COMMUNITY AND CUSTOMERS:

Residents have the opportunity to attend one or multiple events across the city while receiving a variety of awareness and educational information on Ipswich waterways.


The festival format will again enable Council to reach a wider number of residents through the additional online component and have stronger opportunities to leverage the important messaging of protecting our waterways and recreational opportunities on our waterways within the City.

The event will provide for multiple organisations and groups to be involved with the program to strengthen networks.

CONCLUSION:

The proposed 2018 Ipswich Fishing and Water Fest will be a three week program through September and October 2018 incorporating smaller pop up events, online educational content and an online fishing competition. This revised program will reach a wider and more diverse audience on waterway values in Ipswich.

ATTACHMENTS:

Name of Attachment	Attachment
Ipswich Fishing and Water Fest 2017 post event report	 Attachment A

RECOMMENDATION:

That Council approve the proposed 2018 Ipswich Fishing and Water Fest as a three week campaign during September and October 2018, as outlined in the report by the Partnerships Officer dated 23 July 2018, aimed at promoting waterway values and water-based recreational activities across Ipswich.

Vada Hoger

PARTNERSHIPS OFFICER

I concur with the recommendation/s contained in this report.

Kaye Cavanagh

ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines

CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)



2017 Ipswich Fishing and Water Fest

Post Event Report

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Event Information

This is the 4th event of this kind, with previous events held as a single community fun day on Father's Day initially at Cribb Park and then Colleges Crossing. The event is aimed at promoting pride in our waterways and predominantly the Bremer River, encouraging people to be active on our waterways and educate people of the importance of caring for our waterways and how they can achieve that.

The goals of the event are to:

1. To increase pride in and use of Ipswich waterways, in particular the Bremer River.
2. Educate the community on importance of keeping waterways clean.
3. Showcase water based nature recreation activities in Ipswich.

Fast Facts

Dates and times	1 – 30 September 2017
Location	Fishing Competition – all waterways within Ipswich boundary Springfield Lake Clean Up - Springfield Canoeing – Colleges Crossing Scavenger Hunt – Kholo Gardens Learn to Fish – Barellan Point River Heart Cycle and Walk – Ipswich
Attendees	Fishing competition – 14 people Events – Over 138 people
Cost	Fishing competition and events free
History	The event has changed from previous years events to being a month long event rather than on Father's Day alone with a single community event. Fishing is also open to everyone for the whole month and activities are coordinated by external suppliers.
Event Budget	\$2,500 \$1,000 in sponsorship as prizes

Event Activities

The Fishing Fest event was reviewed in 2017 to ensure that the event was delivering the correct messages and achieving the right outcome. As a result, instead of the event being a one-day family event with fishing competition and other water activities, the fest was open for the full month of October with the fishing competition open all month and a number of water activities held over the month of October.

The events were:



Springfield Lakes Clean Up – 2nd September

The Springfield Lakes Community Care Group coordinated a Father's Day Lake Clean up on Regatta Lake as one of their community events. This event was listed under the Ipswich Fishing and Water Fest to assist with promotion of the event.

Come and Try Canoeing – 10th September

Free canoeing was available at Colleges Crossing to provide an opportunity for those residents who do not possess a canoe or have access to canoeing to try the activity. Registrations prior to the day were at 70% capacity: however, walk ups on the day contributed to the event being booked out and extra people actually being able to try canoeing. The majority of attendees expressed their desire to try canoeing again in the future either at a community event or through a hire process. The Colleges Crossing Café also contributed to the event by providing water for attendees. There may be an opportunity for an ongoing partnership between the canoe hire company and the café to provide a canoe service at Colleges Crossing.

Kholo Gardens Scavenger Hunt – 16th September

This activity was a part of the WPR Active Breaks program which was advertised also through the Ipswich Fishing and Water Fest. Registrations for the activity had increased from previous scavenger hunts sessions coordinated under Active Breaks.

Learn to Fish Session – 19th September


Two learn to fish sessions were held during the school holidays and positive feedback received on the sessions. The provider also advised that the turn up to the sessions was good compared to other regions.

River Heart Cycle and Walk – 24th September

This activity was organised to showcase the opportunities to enjoy the Bremer River along River Heart parklands. Registrations were received for the event: however, no one attended the event on the day. The day was severely hot with temperatures in the high 30's which may be why there was no attendance.

Fishing Competition – 1st – 30th September

The on-line fishing competition was open all month for people to fish in any local Ipswich waterways. A random weekly prize was awarded as well as a prize for the longest catch (excluding



eels and sharks) and the most unusual catch to showcase what species may be found in Ipswich waterways.

Event Participation

Registrations

Registrations for the event were taken through Eventbrite for the Canoeing, Learn to Fish Sessions and River Heart walk. Registrations were not required for the other events.

Page views on Eventbrite was a total of 4281 across the three events listed on Eventbrite. The most page views was for the Learn to Fish sessions with 2520 and the best engagement from views was from the canoe event with 801 views with the event attracting extra attendees on the day.

A breakdown of registrations and attendees is below:

Event	Registrations	Attendees
Springfield Lakes Clean Up	N/A	20
Come and Try Canoe	50	58
Scavenger Hunt	N/A	20
Learn to Fish Sessions	49	40
River Heart Cycle & Walk	13	0
Fishing competition	N/A	14
Total	112	152


All events had both males and female attendees apart from the fishing competition which had all entries from males. The Scavenger Hunt and Learn to Fish sessions were restricted to children with both events having an even mix of males and females and majority under 12.

The canoeing event and River Heart Cycle & Walk attracted adults as well as children.

Attendee Feedback

Positive feedback was received verbally at all water activity events.

Written feedback received has been received regarding the fishing competition requesting information on the winners be posted online to create more engagement with residents and show appreciation to sponsors. The marketing and promotion issues listed below have been a catalyst for this feedback.



A survey will be sent to participants to ask further questions which will provide relevant research on the success of the events and change of format.

Sponsors

Charltons Fishing, BCF and Deep Grey Photography both agreed to sponsor the event with the provision of prizes for the fishing competition.

Charltons Fishing provided 4 x \$50 vouchers for the weekly prizes and 2 x \$100 prizes for the end of month prizes.

BCF provided 2 x packs including \$100 gift voucher, lure pack, and BCF material.

Deep Grey Photography provided 3 x \$250 photography sitting vouchers.

Colleges by the River Café also support the event providing attendees at the Canoeing event at Colleges Crossing with free water. The lessee was eager to be a part of the event and promote this activity.

Marketing and Promotion

Marketing and promotion was to focus on the month long fishing competition and fun, free activities as part of the festival to encourage attendance. Educational messages about caring for our waterways was also to be included.

Marketing and communication channels included:

- Social media – Facebook and Instagram
- Direct marketing – emails to previous Fishing Fest attendees, Ipswich First EDM
- Website – Ipswich City Council, Ipswich First
- Print advertising – flyers distributed at the sites of the free activities, Environment Matters Newsletter
- Publicity
- Eventbrite

Some issues with the marketing and promotion of the event did occur due to the slow response from Marketing in working on the marketing plan, which apart from original meetings to discuss the event, only commenced the week of the event start date. Issues to note include:

- Not including the festival as an event on Facebook
- Printed collateral only being ready 3 days before the festival started
- Confusion on the promotion of the fest itself or individual events within the festival
- Information on paid social media advertising to direct spend amounts not being provided by the marketing agency



- Confusion over social media posts impacting on potential to provide agreed sponsor benefits

A total of \$1200 was spent on Facebook and Instagram advertising alone, which is a huge increase in social media promotional spend compared to previous years (approx. \$300). Considering the whole festival has a budget of \$2,000, this is a significant amount to add to supplier costs impacting on spend per person for the festival.

Notes for future events

Further information can be gathered from the participant survey: however, from verbal feedback and attendance, the changed format for this year seemed to have no negative effects on the event.

- 152 attendees was greater than attendees at the 2016 event
- A number of sites across Ipswich could be promoted rather than just one venue
- If the same format was to continue, marketing support would be needed for the on-line components of the event

Decisions for 2018

1. Return the event to a 1 day event or keep as month long event
 - With the opportunity to promote other messaging through a month long event and the lower resource impact of having providers coordinate activities and an online competition, the recommendation is to continue with a month long event. A meeting with Phil has been held to discuss this option to ensure it still aligns with the objectives for 2018.
 - A meeting with marketing has been undertaken to establish capability of promoting the event as a month long event. A commitment was made to facilitate this.
2. Other opportunities for the event to ensure objectives being met and correct messages reaching the public.
 - Ideas as they arise to be included for 2018.
 - Possibility to link the event with an interactive tool on waterways in conjunction with a project Phil Smith has been discussing. There may be opportunities within the waterways budget to facilitate this otherwise an increase in budget for 1 year would be recommended.

Conservation and Environment Committee	
Mtg Date: 13.08.18	OAR: YES
Authorisation: Bryce Hines	

VH:VH

23 July 2018

MEMORANDUM

TO: ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

FROM: PARTNERSHIPS OFFICER

RE: DIGICON NAEUS APP UPDATE

INTRODUCTION:

This is a report by the Partnerships Officer dated 23 July 2018 concerning the Naeus Explore App which was created from the Digicon Hackathon project in 2017.

BACKGROUND:

The Digicon Hackathon was held in March 2017 and was a partnership between Ipswich City Council and Fire Station 101, to connect Ipswich entrepreneurs, developers and environmentalists with a unique opportunity to create a digital solution that connects the community to their local environment. The Naeus Explore app was the winning idea and has since been developed into production for the public to download.

The app is designed to encourage the community to visit and explore Ipswich conservation estates and has maps of the estate tracks as well as information on points of interest, weather updates, suitability of trails, and short descriptions of the areas.

A plant identification feature has also been included within the app to help the community identify native plants when visiting the estates.

As of June 2018, over 2,400 people have downloaded the app. The app developers can provide ongoing support of the app and data capture. This will enable Council to review visitation to estates and make informed decisions regarding ongoing management of the estates and guidance towards future activities within estates.

ONGOING APP USAGE:

The Naeus Explore app provides the opportunity for ongoing promotion of, and communication on, conservation estates to the community whilst also providing informative data to Council. A quote for \$7,200 per annum has been received from the developers for ongoing support and public access to download the app. The goal is to increase downloads to over 5,000 by the end of the year.

There is budget allocated for the annual payment. A review of the app will be undertaken annually to ensure the success of the app is achieving Council objectives.

BENEFITS TO COMMUNITY AND CUSTOMERS:

By providing localised information on Ipswich conservation estates, the community has access to more detailed and current information when visiting the estates. This enables the community to search what walking tracks are suitable to their needs in regards to fitness levels, family or adventure friendly and duration.

Increased communication will also be provided through use of the app to advise the community on estate information such as closures and also for the community to report any incidents to Council for quick rectification.

CONCLUSION:

The Naeus Explore app has been developed over the past year to provide the community with an informative tool to guide their visit to conservation estates within Ipswich and provide them with relevant information to enhance their experience and remain safe.

RECOMMENDATION:

That Council approve the continuation of the contract with Naeus for the Naues Explore app to be supported for community use for the 2018-2019 financial year.

Vada Hoger
PARTNERSHIPS OFFICER

I concur with the recommendation/s contained in this report.

Kaye Cavanagh
ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines
CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)

Conservation and Environment Committee	
Mtg Date: 13.08.18	OAR: YES
Authorisation: Bryce Hines	

VH:VH

23 July 2018

MEMORANDUM

TO: ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

FROM: PARTNERSHIPS OFFICER

RE: QUEENSLAND RAIL OFFSET PARTNERSHIP COMMENCEMENT – PURGA NATURE RESERVE

INTRODUCTION:

This is a report by the Partnerships Officer dated 23 July 2018 providing an update on the offset planting partnership with Queensland Rail which will result in environmental and scenic improvements at Purga Nature Reserve.

BACKGROUND:

At the Council Ordinary Meeting held on 28 January 2016, Council resolved:

- A. *That Council enter into an agreement with Queensland Rail for the delivery of a biodiversity offset at Purga Nature Reserve.*
- B. *That Council sign the voluntary declaration under the Vegetation Management Act 1999 to secure the offset site.*
- C. *That the Mayor, the Chairperson of the Environment and Conservation Committee and relevant divisional Councillor be consulted on the progress of the partnership.*

A final report on the agreement was presented to Council on 23 January 2017 and a copy of this report is shown in Attachment A.

Negotiations were undertaken with Queensland Rail and the offset agreement was formalised and signed as seen in Attachment B. A 'Voluntary Declaration' for the offset area site at Purga has been submitted and while expectations were that the delivery of the offset would commence in 2017, works will now commence during the 2018-2019 financial year as the agreement has now been finalised.

Queensland Rail has a statutory obligation to plant trees in order to offset the loss of vegetation caused by the clearing for the Darra to Springfield Transport Corridor, Stage 1. Council was approached by Queensland Rail to work to deliver the offset, 2.55 hectares of planting with 625 new trees, including maintenance for a period of five years at no cost to Council. The value of the offset is \$335,503 (ex GST).

Purga Nature Reserve was identified as a suitable location in order to meet the requirements of the Policy for Vegetation Management Offsets 2007 under which this offset was originally assessed.

CONCLUSION:

An agreement has been signed with Queensland Rail for the delivery of a biodiversity offset at Purga Nature Reserve and a 'Voluntary Declaration' sought for the site. Delivery of the offset will commence in the 2018-2019 financial year providing improvements to the Purga Nature Reserve.

ATTACHMENTS:

Name of Attachment	Attachment
Report to City Works, Parks Sport and Environment Meeting No. 2017(01) of 23 January 2017 - Council Ordinary Meeting of 31 January 2017	 Attachment A
Agreement for the Queensland Rail Purga Nature Reserve Offset Partnership	 Attachment B.pdf

RECOMMENDATION:

That the report be received and the contents noted.

Vada Hoger
PARTNERSHIPS OFFICER

I concur with the recommendation/s contained in this report.

Kaye Cavanagh
ACTING SPORT, RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines

CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)

City Works, Parks, Sport and Environment Committee	
Mtg Date: 23.01.17	OAR: YES
Authorisation: Craig Maudsley	

VH:VH
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15 December 2016

MEMORANDUM

TO: SPORT, RECREATION AND NATURAL RESOURCES MANAGER

FROM: PARTNERSHIPS OFFICER

RE: QUEENSLAND RAIL OFFSET PARTNERSHIP – PURGA NATURE RESERVE
DIVISION 10

INTRODUCTION:

This is a report by the Partnerships Officer dated 15 December 2016 concerning an offset planting partnership with Queensland Rail which will result in environmental and scenic improvements at Purga Nature Reserve.

BACKGROUND:

At the Environment and Conservation Committee No. 2016(01) of 20 January 2016 and Council Ordinary Meeting of 28 January 2016, Council resolved to enter into an agreement with Queensland Rail for the delivery of a biodiversity offset in Purga Nature Reserve (Attachment A).

Negotiations with Queensland Rail have been on-going throughout the year to finalise an offset agreement. Council has now received a final agreement for signing.

QUEENSLAND RAIL OFFSET:

Queensland Rail has a statutory obligation to plant trees in order to offset the loss of vegetation caused by clearing for the Darra to Springfield Transport Corridor, Stage 1. Council was approached by Queensland Rail to work to deliver the offset, 2.55 hectares of planting with 625 new trees, including maintenance for a period of five years at no cost to Council. The value of the offset is \$335,503 (ex GST).

Purga Nature Reserve was identified as a suitable location in order to meet the requirements of the Policy for Vegetation Management Offsets 2007 under which this offset was originally assessed.

CONCLUSION:

An agreement has been negotiated with Queensland Rail for the delivery of a biodiversity offset at Purga Nature Reserve. This agreement will be signed and the offset delivery can commence in 2017.

ATTACHMENTS:

Name of Attachment	Attachment
Report to Environment and Conservation Committee held on 20 January 2016 – Council Ordinary Meeting of 28 January 2016	 Attachment A
Agreement for the Queensland Rail Purga Nature Reserve Offset Partnership	 Attachment B

RECOMMENDATION:

That the report be received and the contents noted.

Vada Hoger
PARTNERSHIPS OFFICER

I concur with the recommendation/s contained in this report.

Bryce Hines
SPORT, RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Craig Maudsley
CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)

Your attention is drawn to the following recommendation adopted by Council at its meeting held on 28 January 2016.

Refer: Environment and Conservation Committee No. 2016(01) of 20 January 2016
- Council Ordinary Meeting of 28 January 2016.

Councillor/s

Please note that this recommendation is being forwarded to you for your information.

Dept Head/s

Would you please take the necessary action in relation to this clause.

Vicki Lukritz
ADMINISTRATION SUPPORT MANAGER

1. [QUEENSLAND RAIL OFFSET PARTNERSHIP – PURGA NATURE RESERVE](#)

With reference to a report by the Partnerships Officer dated 4 December 2015 concerning an offset planting partnership with Queensland Rail which will result in environmental and scenic improvements at Purga Nature Reserve.

RECOMMENDATION

- A. That Council enter into an agreement with Queensland Rail for the delivery of a biodiversity offset at Purga Nature Reserve.
- B. That Council sign the voluntary declaration under the *Vegetation Management Act 1999* to secure the offset site.
- C. That the Mayor, the Chairperson of the Environment and Conservation Committee and relevant divisional Councillor be consulted on the progress of the partnership.



Item 1



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Services Agreement

Queensland Rail Limited
And
Ipswich City Council

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Parties

Queensland Rail Limited ACN 132 181 090 of Level 14, Railcentre 1, 305 Edward Street Brisbane, Queensland (**Queensland Rail**)

and

The entity in Item 1 of Schedule 1 (Council)

Background

- A Queensland Rail is a national integrated transport provider, owning and operating multiple transportation networks.
- B The Council has knowledge, skills and experience relevant to the provision of the Services.
- C Queensland Rail wishes to engage the Council to provide the Services and the Council has agreed to this engagement, on the terms and conditions set out in this Services Agreement (**Agreement**).

Operative provisions

1 Term

- 1.1 The provision of the Services by the Council is deemed to take effect from the Commencement Date and continues for the Term unless terminated earlier in accordance with clause 16.

2 Agreement Documents

The Agreement between Queensland Rail and the Council comprises the:these Conditions of Agreement and Schedules;

- 2.1 If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

3 Services

- 3.1 The Council must provide the Services to Queensland Rail:
 - 3.1.1 for the period, at the times and locations (as applicable), specified in the Specification and in accordance with any requirements for the provision of the Services specified in the Specification;
 - 3.1.2 using the personnel identified in the Specification (if any) or otherwise using appropriately qualified, skilled and experienced personnel;
 - 3.1.3 in a professional manner consistent with industry or professional best practice and, without limiting clause 3.1.1, in a timely manner;
 - 3.1.4 ensuring it achieves the milestones in the Milestone Schedule and procuring or purchasing sufficient real estate in order to deliver the Services; and
 - 3.1.5 in accordance with any other requirements specified in the Agreement.
- 3.2 The Council must ensure that all Services will be supplied:
 - 3.2.1 with due care, skill, competence and diligence; and
 - 3.2.2 in accordance with any relevant Australian Standard unless the Specification specifies otherwise.

- 3.3 The Council must:
- 3.3.1 consult with Queensland Rail regularly with respect to the supply of Services under the Agreement; and
 - 3.3.2 fulfil all of Queensland Rail's reasonable requirements and directions with respect to Services supplied or to be supplied under the Agreement.
- 3.4 The Council:
- 3.4.1 warrants that it has the necessary skills and expertise to be able to supply the Services competently and in accordance with the Agreement; and
 - 3.4.2 must supply all personnel, premises, plant and equipment necessary for the proper supply of the Services.
- 3.5 The Council must promptly notify Queensland Rail if the Council or any of its officers, employees, agents or subcontractors becomes aware that the Council will be unable to provide all or part of the Services in accordance with the requirements of this clause 3.
- 3.6 The Council will be responsible for the supply and performance of all personnel, material and equipment necessary for the proper supply or performance of the Services.
- 4 Replacement Services**
- 4.1 If the Council fails to provide the Services in accordance with the Agreement, the Council must, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Agreement, as Queensland Rail directs.
- 5 Nature of Engagement**
- 5.1 Queensland Rail engages the Council to provide the Services as an independent contractor and not as Queensland Rail's agent or employee. The Council has no authority to bind Queensland Rail or act on Queensland Rail's behalf at any time. The Council is not entitled to any benefit from Queensland Rail usually attributable to an employee.
- 6 Duties of the Council**
- 6.1 At all times during the term of this Agreement, the Council will:
- 6.1.1 comply with the requirements of all laws of any kind applying to the performance of the Services, including holding all accreditations, authorisations, permits and licences required under any law to perform the Services;
 - 6.1.2 comply with Queensland Rail's applicable standards, operating principles, policies, procedures and codes of conduct, including Queensland Rail's occupational health and safety policies (to the extent applicable), as introduced and amended from time to time; and
 - 6.1.3 comply with all directions from Queensland Rail to ensure minimal interference with Queensland Rail's business operations.
- 6.2 If the Council is given access to any of Queensland Rail's information technology systems to enable it to provide the Services, the Council must:
- 6.2.1 take all reasonable care in utilising the information technology systems including all hardware, software and applications and observe all relevant security procedures and work practices;
 - 6.2.2 not interfere with or disrupt or cause any damage to such systems; and

- 6.2.3 ensure that such systems are protected from unauthorised access, use, or misuse, damage or destruction by any person.
- 6.3 Queensland Rail may conduct periodic reviews of the provision of the Services to assess the Council's performance and with agreement of the Council, to seek improvements in the provision of the Services and to resolve any issues that may arise. The Council must cooperate in the review process by supplying Queensland Rail with any documents reasonably required by Queensland Rail and must comply with all recommendations that result from the review.
- 6.4 The Council:
- 6.4.1 must not subcontract any element of the performance of this Agreement without the prior written consent of Queensland Rail.
- 6.4.2 remains responsible for the performance of this Agreement in accordance with the terms of this Agreement, notwithstanding any such subcontracting or consent to subcontracting; and
- 6.4.3 must ensure that any approved subcontractor complies with all of the terms of this Agreement and does not itself subcontract without the prior written consent of Queensland Rail.
- 7 Reports, information and records**
- 7.1 The Council must deliver reports to Queensland Rail and provide other information requested by Queensland Rail in relation to the Services. Reports must be provided at such intervals as Queensland Rail may specify. The reports must include all information Queensland Rail may reasonably require to be included from time to time. All such reports generated by the Council will be the property of Queensland Rail, except as provided by clause 12. The Council may retain a copy of the reports for internal record keeping purposes only, except as provided by clause 12.
- 7.2 The Council must keep full records and documentation in relation to the Services in hard copy form. The Council must do so during the Term of this Agreement and for 7 years after the Agreement ends. On request by Queensland Rail, the Council must make all documents and records relating to the Services available to Queensland Rail for inspection.
- 8 Contract Sum**
- 8.1 Queensland Rail must pay to the Council the Contract Sum for Services provided. The Contract Sum is specified in the Milestones Schedule.
- 8.2 The Milestones Schedule states:
- 8.2.1 milestones which must be achieved before the Council can invoice Queensland Rail for progress payments towards the Contract Sum; and
- 8.2.2 for each milestone, the amount or proportion of the Contract Sum payable to the Council.
- 8.3 The Council must send valid tax invoices to Queensland Rail for the relevant amounts or proportions of the Contract Sum upon the achievement of the corresponding milestones specified in the Milestones Schedule. Subject to clause 8.4, Queensland Rail will pay the Council's invoices within (30) days of receipt of the invoice.
- 8.4 Queensland Rail is not obliged to pay the Council for any part of the Contract Sum until:
- 8.4.1 the Council has given Queensland Rail a correctly rendered tax invoice in accordance with clause 8.3; and

8.4.2 Queensland Rail has certified that the Services which are the subject of the valid tax invoice have been delivered in accordance with this Agreement to a standard acceptable to Queensland Rail.

8.5 If the Council is reimbursed by Queensland Rail for costs and expenses incurred by the Council in providing the Services pursuant to clause 9, the amount reimbursed to the Council will be equal to the costs and expenses incurred less the Council's input tax credit entitlement for creditable acquisitions made by the Council relating to the Services.

8.6 The Contract Sum is all-inclusive, and Queensland Rail will not be required to pay any other amount in respect of the provision of the Services. Queensland Rail is not responsible for the payment of any monies in connection with the engagement of the Council or its employees under this Agreement, or the conduct of the business of the Council including, but not limited to, taxes, penalties and payments relating to employees of the Council. The Council indemnifies Queensland Rail against all such payments.

9 Out of Pocket Expenses

9.1 Except as provided for in the Agreement Particulars or where Queensland Rail has given its prior written agreement, the Council must perform its obligations under the Agreement at its own cost and neither the Council nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any out of pocket expenses incurred in providing the Services. If the Council is requested by Queensland Rail to incur charges on its behalf, such charges shall be reimbursed upon presentation of a tax invoice.

10 Warranty

10.1 The Council warrants that:

10.1.1 the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by Queensland Rail;

10.1.2 by entering into this Agreement and performing the Services it will not be in breach of any contract or other obligation binding on it; and

10.1.3 the Services will be provided by appropriately qualified, skilled and experienced personnel, and that it and its personnel have and will continue to have during the Term the requisite expertise to provide the Services at or above the industry best practice standard for provision of similar services.

11 Use of Queensland Rail Items

11.1 The Council must not, and must ensure that its officers, employees, agents and subcontractors do not, use any Queensland Rail Items, for any purpose other than for the provision of the Services.

11.2 The Council must protect all Queensland Rail Items from loss or damage, keep Queensland Rail Items in good order and promptly return Queensland Rail Items to Queensland Rail upon request by Queensland Rail, when they are no longer required to provide the Services or otherwise upon termination of the Agreement.

11.3 For the purposes of clause 11, 'Queensland Rail Items' means any information (including Confidential Information), property or facilities made available by Queensland Rail to the Council for the Agreement.

12 Intellectual Property

- 12.1 The Council acknowledges and agrees that all Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services, obtained from Queensland Rail or directly or indirectly based on or derived from material obtained from Queensland Rail, will vest in and are assigned to Queensland Rail or its nominee on creation. The Council must execute all documents and do all things required to give effect to this clause.
- 12.2 Except as provided by clause 12.1, the Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services are the property of the Council.
- 12.3 If any material, matter or thing (including software, documentation or data) is owned by the Council and such material, matter or thing is incorporated in or attached to any Intellectual Property Rights owned by Queensland Rail or its nominee (whether pursuant to clause 12.1 or otherwise), the Council grants Queensland Rail a perpetual, irrevocable, transferable and royalty free licence to use (and the right to sub-licence if required) such material, matter or thing.
- 12.4 The Council must not infringe the Intellectual Property Rights of Queensland Rail or a third party in connection with providing the Services. The Council continually indemnifies Queensland Rail against any Loss that Queensland Rail or its nominee incurs or suffers, as a direct or indirect result of a breach of the Intellectual Property Rights of Queensland Rail or a third party in connection with providing the Services.

13 Confidential information

- 13.1 The Council must not use, copy, disclose, reproduce or make public Queensland Rail's Confidential Information for any purpose except in accordance with this Agreement. The Council must ensure that its Representatives do not do anything that would breach this clause. If the Council becomes aware of a breach of this obligation, the Council must immediately notify Queensland Rail.
- 13.2 The Council must not disclose any of Queensland Rail's Confidential Information unless one of the following circumstances applies:
- 13.2.1 Queensland Rail has consented in writing to the disclosure (which consent may be subject to any such conditions as Queensland Rail may wish to impose).
 - 13.2.2 The disclosure is specifically contemplated and permitted by this Agreement.
 - 13.2.3 The disclosure is to personnel of the Council to the extent such personnel need to know the Confidential Information in order to perform a function in connection with this Agreement. The Council must ensure that its personnel comply with the terms of this clause.
 - 13.2.4 The disclosure is required by a court, a binding directive of a governmental or administrative authority or to comply with any applicable law.
- 13.3 Queensland Rail may at any time require the personnel of the Council engaged in the performance of this Agreement to give written undertakings in a form prepared by Queensland Rail relating to the non-disclosure of Queensland Rail's Confidential Information and the Council will arrange for all such undertakings to be given promptly.

14 Privacy

- 14.1 The Council warrants to Queensland Rail that:

- 14.1.1 any Personal Information that the Council discloses to Queensland Rail under this Agreement has been collected in accordance with the Privacy Act;
 - 14.1.2 the individual to whom the information relates has been made aware of Queensland Rail's identity, of how to contact Queensland Rail and of the other matters of which Queensland Rail is required to inform a person about whom it collects information under the Privacy Act; and
 - 14.1.3 Queensland Rail is authorised to collect the information from the Council and use the information for the purposes of this Agreement.
- 14.2 In relation to any Personal Information collected by it from Queensland Rail or disclosed to it by Queensland Rail under this Agreement, the Council must ensure that Queensland Rail's privacy policy is complied with in respect of the collection, use, transfer, access, storage and destruction of the Personal Information.
- 14.3 The Council agrees that it will:
- 14.3.1 co-operate with any reasonable request or direction of Queensland Rail which relates to the protection of the information or the exercise of the functions of the Privacy Commissioner under the Privacy Act;
 - 14.3.2 ensure that access to its employees or representatives are limited to people required to access that information for the purposes of this Agreement; and
 - 14.3.3 ensure that any of its employees or representatives who access the information comply with the requirements of this clause and of the Privacy Act.

15 Dispute Resolution

- 15.1 If a dispute arises under this Agreement or concerning its subject matter, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both parties must meet within five business days of the notice and try to resolve the dispute in good faith.
- 15.2 If the meeting described in clause 15.1 does not take place, or if five business days after the meeting the dispute remains unresolved, the Chief Executive Officers (or equivalent officeholder) of both parties must meet within a further five business days to try to resolve the dispute in good faith. If the meeting described in this clause 15.2 does not take place, or if five business days after the meeting the dispute remains unresolved, either party may pursue its rights at law.
- 15.3 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 15.4 Clauses 15.1 and 15.3 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

16 Termination of appointment

- 16.1 Queensland Rail may by notice to the Council terminate this agreement where:
- a) the Council fails to undertake the Services in accordance with the Agreement;
 - b) the Council assigns any of its rights to the agreement; or
 - c) the Council enters into a deed of composition or arrangement with its creditors or is wound up or has a liquidation, receiver, administrator or manager appointed to it.
- 16.2 Should the Council be in substantial default pursuant to any clause of this Agreement and not rectify that default after given 14 days notice to do so by Queensland Rail, Queensland Rail may by notice to the Council terminate this Agreement.

16.3 If Queensland Rail terminates this Agreement under clause 16.1 or 16.2, Queensland Rail is only liable for payment of the Fee for the Services provided up to the date of termination. Queensland Rail is not liable for any termination costs or demobilisation costs incurred by the Council or any third party as a result of such termination.

16.4 On termination of this Agreement, the Council must return to Queensland Rail all property of Queensland Rail including, but not limited to:

16.4.1 all Queensland Rail Items and Confidential Information; and

16.4.2 all materials, deliverables and Work Product (including books, documents, papers, materials, software and keys).

17 Liability and indemnity

17.1 The Council indemnifies Queensland Rail, its officers, employees, and agents against any Loss:

17.1.1 arising out of or in connection with any wilful or negligent act or omission or misfeasance of the Council or the Council's servants, agents, personnel or employees;

17.1.2 arising out of or in connection with any breach of this Agreement by the Council or the Council's servants, agents, personnel or employees; and

17.1.3 sustained or incurred by the Council's employees, servants, agents, personnel or officers incurred whilst attending to the performance of the Services in accordance with this Agreement.

17.2 Without limitation, the indemnity set out in clause 17.1 extends to Queensland Rail's liability to third parties (including Clients) arising out of the Services, including liability to governmental or regulatory authorities and consumers for unsafe or defective services.

17.3 The Council must comply with [Schedule 1](#)~~Schedule 1~~[Schedule 4](#) with respect to insurance.

18 Goods and services tax

18.1 All consideration provided under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive.

18.2 Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:

18.2.1 The date when any consideration for the taxable supply is first paid or provided.

18.2.2 The date when the Supplier issues a tax invoice to the Recipient.

18.3 If, under or in connection with this Agreement, the Supplier has an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

18.4 Terms used in this clause that are not otherwise defined in this Agreement (other than 'consideration') have the meanings given to them in the GST Act.

19 Notices

19.1 Any notice or communication under the Agreement will be effective if it is in writing, signed and delivered to Queensland Rail or the Council, as the case may be, at the address or fax number set out in [Schedule 1](#)~~Schedule 1~~[Schedule 1](#).

- 19.2 If a party gives the other party three business days notice of a change of its address, electronic mail address (where agreed pursuant to clause 19.5) or fax number, any notice or communication is only given by that other party if it is delivered, posted or faxed to the latest address, electronic mail address or fax number.
- 19.3 Any notice or communication is to be treated as given at the following time:
- 19.3.1 If it is delivered, when it is left at the relevant address.
 - 19.3.2 If it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted.
 - 19.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 19.3.4 If it is sent by electronic communication, when received in readable form at the relevant electronic mail address.
- 19.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.
- 19.5 Any notice or communication given to a party under this Agreement (other than a notice terminating the Agreement or advising of a breach of the Agreement by the receiving party) may be made by electronic mail or other electronic means if, prior to any notice or communication being given, the parties have done the following:
- 19.5.1 Agreed that electronic communication is to be an acceptable form of communication.
 - 19.5.2 Notified each other of their respective electronic mail addresses and any other information required to enable the sending and receipt of information by electronic means.
- 20 Security and access**
- 20.1 The Council shall comply with all applicable and reasonable rules, policies, standards, codes of conduct, directions and procedures notified by Queensland Rail whenever, in the course of providing the Services, the Council:
- 20.1.1 enters on Queensland Rail's premises;
 - 20.1.2 uses Queensland Rail's facilities, equipment or resources;
 - 20.1.3 deals with Queensland Rail's employees or other contractors; or
 - 20.1.4 deals with members of the public.
- 21 Industrial Relations**
- 21.1 The Council is responsible for, and shall in respect of its employees undertaking the Services keep Queensland Rail indemnified against:
- 21.1.1 all employment and employment-related payments, expenses, costs and allowances arising under any contract, award, industrial or enterprise or workplace agreement, Statutory Requirement or the common law; and
 - 21.1.2 any extension, substitution or change affecting any of those payments, expenses, costs and allowances.

22 Statutory Requirements

- 22.1 The Council must comply with all Statutory Requirements to which the Council is at any time subject in connection with:
- 22.1.1 fulfilling the Council's obligations under the Agreement; or
 - 22.1.2 carrying on any business in the course of which the Council enters into the Agreement.

23 Inspections

- 23.1 The Council must give Queensland Rail (or the QR Representative) reasonable access to premises at which the Council provides the Services for the purpose of:
- 23.1.1 observing the performance of the Services; and
 - 23.1.2 ensuring the Council is complying with the Agreement.
- 23.2 When Queensland Rail (or the QR Representative) accesses premises under clause 23.1:
- 23.2.1 Queensland Rail (or the nominated person) must comply with any rules, directions and procedures which:
 - (a) the Council notifies to Queensland Rail;
 - (b) are reasonable; and
 - (c) apply generally to people entering those premises; and
 - 23.2.2 the Council must give Queensland Rail (or the QR Representative) all assistance and cooperation they reasonably require.

24 Meetings

- 24.1 Queensland Rail or the Council may convene meetings to discuss the performance of the Services and the administration of this Agreement.
- 24.2 Each party shall send a representative, with appropriate authority to enter into the discussions to be held, to a meeting convened by the other party under clause 24.1.

25 Announcements and publicity

- 25.1 The Council must:
- 25.1.1 not make or authorise any disclosure to the media any information regarding the Agreement or things done or omitted under the Agreement;
 - 25.1.2 refer all enquiries from the media relating to any matter regarding the Agreement or things done or omitted under the Agreement to Queensland Rail as soon as possible after receiving such an enquiry.

26 Force Majeure

- 26.1 If a Force Majeure prevents or delays a party to the Agreement from fulfilling an obligation under the Agreement:
- 26.1.1 that obligation is suspended, so far as the party's ability to fulfil it is affected by the Force Majeure, for as long as the Force Majeure continues;
 - 26.1.2 any timeframes under the Agreement which would otherwise fall due during the time of the suspension are extended by a period corresponding to the length of the time of the suspension; and

- 26.1.3 the delay in fulfilling, or failure to fulfil, the obligation during the time while the obligation is suspended will not constitute a breach of the Agreement.
- 26.2 A party has the benefit of clause 26.1 only if it:
- 26.2.1 notifies the other party as soon as practicable of:
- (a) the occurrence of the Force Majeure; and
 - (b) the extent to which that party is unable to fulfil its obligations; and
- 26.2.2 takes all reasonable precautions against the cause of the Force Majeure and use its reasonable endeavours to mitigate the consequences of the Force Majeure.
- 26.3 Either party may terminate the Contract if:
- 26.3.1 either party has given notice under clause 26.2.1 with respect to a Force Majeure; and
- 26.3.2 a period of one month has elapsed from the time the notice was given and:
- (a) the party that gave the notice has not fulfilled any obligations in relation to which that party has the benefit of clause 26.1 because of the Force Majeure; or
 - (b) the Force Majeure is still continuing.
- 26.4 Clause 26.1 does not apply in relation to an obligation:
- 26.4.1 to pay money;
- 26.4.2 to indemnify; or
- 26.4.3 arising under clause 5, 7, 11 to 15, or 19 to 25.
- 26.5 The Council agrees it shall have no legal right to claim any costs, expenses, loss or damage due to any suspension, extension of time or delay in fulfilling its obligations as stated in clause 26.1 hereof.
- 27 Miscellaneous**
- 27.1 Except as expressly permitted by this Agreement, the Council must not assign any of its rights under this Agreement without the prior written consent of Queensland Rail, to be given or withheld at Queensland Rail's absolute discretion. Queensland Rail may assign any of its rights and obligations under this Agreement at any time, with no prior notice to the Council.
- 27.2 This Agreement contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, save as permitted by law.
- 27.3 This Agreement is governed by the law of Queensland. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 28 Work Health and Safety**
- 28.1 On and from the term of this Contract the Council shall be responsible for and assume liability for its obligations assigned to it by the *Work Health and Safety Act 2011* as amended (WHS Act).
- 28.2 The Council shall indemnify and keep indemnified Queensland Rail against all liabilities which may be imposed under or which may arise out of enforcement of any section of the *Work Health and Safety Act 2011* as amended or its regulations.

- 28.3 The Council agrees and acknowledges that Queensland Rail may:
- a) by either breath or saliva sample, at any time, conduct random tests for alcohol and/or drugs on its personnel, agents or subcontractors who enter Queensland Rail land or sites; and
 - b) exclude from any Queensland Rail land or sites any Council's personnel, agents or subcontractors who test positive to drugs or whose alcohol reading exceeds 0.00%.
- 28.4 The Council shall have appropriate risk management systems and safety management systems in place and shall comply with the provisions of the Transport (Rail Safety) Act 2010.

29 Definitions and interpretation

- 29.1 In this document the following definitions apply:

Client means any clients or customers or prospective clients or customers of Queensland Rail or any related entities for which Queensland Rail is providing, or is considering providing, any Services.

Commencement Date means the date specified in 0 of [Schedule 1](#)~~Schedule 1~~[Schedule 1](#).

Confidential Information means any information of a private, confidential or secret nature concerning the business, products, processes, methodology or affairs of Queensland Rail or of any person having dealings with Queensland Rail and which comes to the Council's or its personnel's knowledge during the course of or in connection with the provision of the Services, including the fact of the provision of any services by Queensland Rail to any Clients and the terms and conditions of this Agreement. Information is not confidential if it is obtained lawfully from a third party without any breach of confidentiality, or if it is in the public domain, unless it came into the public domain by a breach of confidentiality.

Contract Sum means the amounts stated in Schedule 3 payable by Queensland Rail to the Council pursuant to the Agreement.

Force Majeure means any event which:

- (a) is beyond the reasonable control of the party concerned; and
- (b) is, or arises from, any delay caused by floods, fire, any act of God, shortage of power, materials or labour, strike, lock-out or labour difficulty, change in any law, war or accident.

GST means a goods and services tax or a similar value added tax.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in Confidential Information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same now or in the future.

Loss means any loss (including consequential loss) including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Milestones Schedule means the document in [Schedule 3](#)~~Schedule 3~~[Schedule 3](#).

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Act means *Information Privacy Act 2009 (Qld)* and as amended from time to time.

QR Representative means the Queensland Rail representative listed in the Specification.

Services means those services specified in the Specification and may include other services as agreed between the Council and Queensland Rail from time to time.

Special Conditions means the special conditions set out in the Specification (if any).

Specification means the document in [Schedule 2](#)~~Schedule 2~~[Schedule 2](#).

Statutory Requirement means an obligation under any applicable:

- (a) Act of Parliament;
- (b) regulation, order, by-law, rule, proclamation or other statutory instrument or subordinate legislation under any Act of Parliament; or
- (c) approval, consent, licence, authority, permit, notice, order, direction, instrument or requirement issued, given or made under any of the above.

Term has the meaning set out [Schedule 1](#)~~Schedule 1~~[Schedule 1](#).

Work Product means any material (including but not limited to software, designs, specifications, documentation, engineering drawings or data), created, written or otherwise brought into existence by or on behalf of the Council in the course of performing the Services, or which forms part of a deliverable, and in which subsists newly created Intellectual Property Rights.

29.2 In this Agreement, unless the context otherwise requires:

- 29.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 29.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 29.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 29.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 29.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular and a reference to any gender denotes the other genders.
- 29.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 29.2.7 A reference to any party to this document, where that party is made up of more than one person, includes each of them severally.
- 29.2.8 Any agreement, covenant, representation, warranty, undertaking or liability arising under this document on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.
- 29.2.9 A reference to dollars or \$ means Australian dollars.
- 29.2.10 The schedules and attachments form part of this Agreement.
- 29.2.11 A reference to this Agreement includes the agreement recorded by this document.
- 29.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 29.2.13 A reference to a time of day means that time of day in the place whose laws govern the construction of this Agreement, and where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

Services Agreement

29.2.14 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place whose laws govern the construction of this Agreement.

29.2.15 A term of this Agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it is required to be done on or by the next business day.

-oo0oo-

Formatted

Execution and date

Executed as an agreement

Date:

Signed for and on behalf of **Queensland Rail Limited** ACN 132 181 090 in the presence of:

.....
Signature of witness

.....
Signature of authorised person

.....
Name of witness (print)

.....
Name of authorised person (print)

IPSWICH CITY COUNCIL

Signed by Craig Maudsley, **Chief Operating Officer (Works Parks and Recreation)** on

as duly authorised Council delegate
in accordance
with section 236 the *Local Government Act 2009*

Witness

Name of Witness (Print)

Services Agreement

Schedule 1**General information**

	Council	IPSWICH CITY COUNCIL 61 461 981 077
	Commencement Date	
	Term	
	Professional indemnity insurance cover required	<p>The Council shall procure and maintain in force the following insurance policies providing the following levels of cover:</p> <ul style="list-style-type: none"> a public liability policy with a limit of at least \$20,000,000 , for any one occurrence or series of occurrences arising from any one event, to be maintained in force for the duration of this Agreement.
	Notices: Council	<p>Name:</p> <p>Address:</p> <p>Fax number:</p> <p>Attention:</p>
	Notices: Queensland Rail	<p>Name: Company Secretary</p> <p>Address: Level 14, Rail Centre 1 305 Edward St. Brisbane, QLD 4000 GPO Box 1429</p> <p>Fax number: 07 3072 8389</p> <p>Attention: Peter McNamara</p>

Schedule 2

Specification

Services

The Council will deliver the offset obligations of Queensland Rail in accordance with the *Policy for Vegetation Management Offsets (PVMO 2007), version 2.1, 28 September 2007* and the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, attached hereto.

The Council will procure or purchase sufficient real estate to deliver the offset obligations of Queensland Rail pursuant to the PVMO 2007.

The offset area subject to the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, will be legally secured by the Council in accordance with the PVMO 2007.

Council will obtain approval of the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, by the State agency responsible for administering the PVMO 2007 (currently the Department of Natural Resources and Mines) in accordance with the following procedure:

- *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, developed by Queensland Rail and agreed to by the Council
- *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, submitted by the Council to the Department of Natural Resources and Mines for approval
- Final offset area management plan adopted and delivered by the Council.

The offset area management plan will detail the following information:

- Objectives and outcomes for the offset area, including revegetation in nominated regrowth areas
- Ongoing management and maintenance arrangements
- Monitoring and reporting requirements
- Name and contact details of the landholder for the offset area
- Lot on plan description and address for the offset area
- Maps of the offset area, and
- Any other supporting documentation necessary for the management of the offset area.

The deliverables under this Agreement include:

- Identification and legally securing of offset area in accordance with the PVMO 2007 and *Offset Area Management Plan for the Purga Nature Reserve*, December 2015.
- Implementation of the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015
- Monitoring and progress reports supplied to the State agency responsible for administering the PVMO 2007 and to the Queensland Rail Representative in accordance with the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015.

Queensland Rail (QR) Representative

The Council will report progress with respect to the Services performed under this Contract to the following Queensland Rail Representative:

Project Manager, Project Delivery
Queensland Rail
Rail Centre 1, 305 Edward Street, Brisbane Qld 4000
GPO Box 1429,
Brisbane Qld 4001
Telephone: (07) 3072 5834

Council's Representative

Principal Officer (Natural Resources)
Ipswich City Council
37 South Street, Ipswich QLD 4305
PO Box 191
Ipswich QLD 4305
Telephone: (07) 3810 6666

Reporting

The Council will provide progress monitoring and reporting in accordance with the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, from the **date of securing the offset area** until the objectives and outcomes of the offset area are achieved.

Reporting of progress will be supplied to the State agency responsible for administering the Offsets Policy (currently Department of Natural Resources and Mines) and the Queensland Rail Representative, according to the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, until the objectives of the Services are achieved.

Schedule 3

Queensland Rail will provide milestone payments to Council in order to deliver Queensland Rail's offset obligations set out in this Agreement whilst fulfilling the objectives set out in the approved *Offset Area Management Plan for the Purga Nature Reserve (December 2015)*. Milestone payments to Council will be paid according to the Milestone Schedule set out below.

Milestones Schedule

Milestone Payment Schedule: Purga Nature Reserve			
Milestone stage	Payment amount (\$)	Payment terms	Outcomes / deliverables
1. Execution and approval	67,100.60	Payable 60 days after: <ol style="list-style-type: none"> 1. Execution of this Agreement; and 2. Approval by the Department of Natural Resources and Mines of the <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i>; and 3. Approval by the Department of Natural Resources and Mines of the <i>Request for a Voluntary Declaration</i> over Purga Nature Reserve – Lot 1 RP906566. 	<ol style="list-style-type: none"> 1. Executed Agreement 2. Approved Offset Area Management Plan 3. Approved voluntary agreement over Purga Nature Reserve: Lot 1 RP906566 (2.55ha in total)
2. Management, monitoring and reporting	67,100.60	Payable 30 days after: <ol style="list-style-type: none"> 1. Completion of the annual offset area monitoring report (year 1). 	Fulfilment of the Management Actions; Monitoring requirements; and Reporting outlined in the approved <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i> .
3. Management, monitoring and reporting	67,100.60	Payable 30 days after: <ol style="list-style-type: none"> 1. Completion of the annual offset area monitoring 	Fulfilment of the Management Actions; Monitoring requirements; and

		report (year 2).	Reporting outlined in the approved <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i> .
4. Management, monitoring and reporting	67,100.60	Payable 30 days after: 2. Completion of the annual offset area monitoring report (year 3).	Fulfilment of the Management Actions; Monitoring requirements; and Reporting outlined in the approved <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i> .
5. Management, monitoring and reporting	67,100.60	Payable 30 days after: 3. Completion of the offset area monitoring report (year 5).	Fulfilment of the Management Actions; Monitoring requirements; and Reporting outlined in the approved <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i> .
Total costs (ex GST)	\$335,503		



Services Agreement

Queensland Rail Limited
And
Ipswich City Council

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Parties

Queensland Rail Limited ACN 132 181 090 of Level 14, Railcentre 1, 305 Edward Street Brisbane, Queensland (**Queensland Rail**)

and

The entity in Item 1 of Schedule 1 (Council)

Background

- A Queensland Rail is a national integrated transport provider, owning and operating multiple transportation networks.
- B The Council has knowledge, skills and experience relevant to the provision of the Services.
- C Queensland Rail wishes to engage the Council to provide the Services and the Council has agreed to this engagement, on the terms and conditions set out in this Services Agreement (**Agreement**).

Operative provisions**1 Term**

- 1.1 The provision of the Services by the Council is deemed to take effect from the Commencement Date and continues for the Term unless terminated earlier in accordance with clause 16.

2 Agreement Documents

The Agreement between Queensland Rail and the Council comprises these Conditions of Agreement and Schedules;

- 2.1 If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

3 Services

- 3.1 The Council must provide the Services to Queensland Rail:

- 3.1.1 for the period, at the times and locations (as applicable), specified in the Specification and in accordance with any requirements for the provision of the Services specified in the Specification;

- 3.1.2 using the personnel identified in the Specification (if any) or otherwise using appropriately qualified, skilled and experienced personnel;

- 3.1.3 in a professional manner consistent with industry or professional best practice and, without limiting clause 3.1.1, in a timely manner;

- 3.1.4 ensuring it achieves the milestones in the Milestone Schedule and procuring or purchasing sufficient real estate in order to deliver the Services; and

- 3.1.5 in accordance with any other requirements specified in the Agreement.

- 3.2 The Council must ensure that all Services will be supplied:

- 3.2.1 with due care, skill, competence and diligence; and

- 3.2.2 in accordance with any relevant Australian Standard unless the Specification specifies otherwise.

- 3.3 The Council must:
- 3.3.1 consult with Queensland Rail regularly with respect to the supply of Services under the Agreement; and
 - 3.3.2 fulfil all of Queensland Rail's reasonable requirements and directions with respect to Services supplied or to be supplied under the Agreement.
- 3.4 The Council:
- 3.4.1 warrants that it has the necessary skills and expertise to be able to supply the Services competently and in accordance with the Agreement; and
 - 3.4.2 must supply all personnel, premises, plant and equipment necessary for the proper supply of the Services.
- 3.5 The Council must promptly notify Queensland Rail if the Council or any of its officers, employees, agents or subcontractors becomes aware that the Council will be unable to provide all or part of the Services in accordance with the requirements of this clause 3.
- 3.6 The Council will be responsible for the supply and performance of all personnel, material and equipment necessary for the proper supply or performance of the Services.

4 Replacement Services

- 4.1 If the Council fails to provide the Services in accordance with the Agreement, the Council must, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Agreement, as Queensland Rail directs.

5 Nature of Engagement

- 5.1 Queensland Rail engages the Council to provide the Services as an independent contractor and not as Queensland Rail's agent or employee. The Council has no authority to bind Queensland Rail or act on Queensland Rail's behalf at any time. The Council is not entitled to any benefit from Queensland Rail usually attributable to an employee.

6 Duties of the Council

- 6.1 At all times during the term of this Agreement, the Council will:
- 6.1.1 comply with the requirements of all laws of any kind applying to the performance of the Services, including holding all accreditations, authorisations, permits and licences required under any law to perform the Services;
 - 6.1.2 comply with Queensland Rail's applicable standards, operating principles, policies, procedures and codes of conduct, including Queensland Rail's occupational health and safety policies (to the extent applicable), as introduced and amended from time to time; and
 - 6.1.3 comply with all directions from Queensland Rail to ensure minimal interference with Queensland Rail's business operations.
- 6.2 If the Council is given access to any of Queensland Rail's information technology systems to enable it to provide the Services, the Council must:
- 6.2.1 take all reasonable care in utilising the information technology systems including all hardware, software and applications and observe all relevant security procedures and work practices;
 - 6.2.2 not interfere with or disrupt or cause any damage to such systems; and

- 6.2.3 ensure that such systems are protected from unauthorised access, use, or misuse, damage or destruction by any person.
- 6.3 Queensland Rail may conduct periodic reviews of the provision of the Services to assess the Council's performance and with agreement of the Council, to seek improvements in the provision of the Services and to resolve any issues that may arise. The Council must cooperate in the review process by supplying Queensland Rail with any documents reasonably required by Queensland Rail and must comply with all recommendations that result from the review.
- 6.4 The Council:
- 6.4.1 must not subcontract any element of the performance of this Agreement without the prior written consent of Queensland Rail.
- 6.4.2 remains responsible for the performance of this Agreement in accordance with the terms of this Agreement, notwithstanding any such subcontracting or consent to subcontracting; and
- 6.4.3 must ensure that any approved subcontractor complies with all of the terms of this Agreement and does not itself subcontract without the prior written consent of Queensland Rail.
- 7 Reports, information and records**
- 7.1 The Council must deliver reports to Queensland Rail and provide other information requested by Queensland Rail in relation to the Services. Reports must be provided at such intervals as Queensland Rail may specify. The reports must include all information Queensland Rail may reasonably require to be included from time to time. All such reports generated by the Council will be the property of Queensland Rail, except as provided by clause 12. The Council may retain a copy of the reports for internal record keeping purposes only, except as provided by clause 12.
- 7.2 The Council must keep full records and documentation in relation to the Services in hard copy form. The Council must do so during the Term of this Agreement and for 7 years after the Agreement ends. On request by Queensland Rail, the Council must make all documents and records relating to the Services available to Queensland Rail for inspection.
- 8 Contract Sum**
- 8.1 Queensland Rail must pay to the Council the Contract Sum for Services provided. The Contract Sum is specified in the Milestones Schedule.
- 8.2 The Milestones Schedule states:
- 8.2.1 milestones which must be achieved before the Council can invoice Queensland Rail for progress payments towards the Contract Sum; and
- 8.2.2 for each milestone, the amount or proportion of the Contract Sum payable to the Council.
- 8.3 The Council must send valid tax invoices to Queensland Rail for the relevant amounts or proportions of the Contract Sum upon the achievement of the corresponding milestones specified in the Milestones Schedule. Subject to clause 8.4, Queensland Rail will pay the Council's invoices within (30) days of receipt of the invoice.
- 8.4 Queensland Rail is not obliged to pay the Council for any part of the Contract Sum until:
- 8.4.1 the Council has given Queensland Rail a correctly rendered tax invoice in accordance with clause 8.3; and

8.4.2 Queensland Rail has certified that the Services which are the subject of the valid tax invoice have been delivered in accordance with this Agreement to a standard acceptable to Queensland Rail.

8.5 If the Council is reimbursed by Queensland Rail for costs and expenses incurred by the Council in providing the Services pursuant to clause 9, the amount reimbursed to the Council will be equal to the costs and expenses incurred less the Council's input tax credit entitlement for creditable acquisitions made by the Council relating to the Services.

8.6 The Contract Sum is all-inclusive, and Queensland Rail will not be required to pay any other amount in respect of the provision of the Services. Queensland Rail is not responsible for the payment of any monies in connection with the engagement of the Council or its employees under this Agreement, or the conduct of the business of the Council including, but not limited to, taxes, penalties and payments relating to employees of the Council. The Council indemnifies Queensland Rail against all such payments.

9 Out of Pocket Expenses

9.1 Except as provided for in the Agreement Particulars or where Queensland Rail has given its prior written agreement, the Council must perform its obligations under the Agreement at its own cost and neither the Council nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any out of pocket expenses incurred in providing the Services. If the Council is requested by Queensland Rail to incur charges on its behalf, such charges shall be reimbursed upon presentation of a tax invoice.

10 Warranty

10.1 The Council warrants that:

10.1.1 the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by Queensland Rail;

10.1.2 by entering into this Agreement and performing the Services it will not be in breach of any contract or other obligation binding on it; and

10.1.3 the Services will be provided by appropriately qualified, skilled and experienced personnel, and that it and its personnel have and will continue to have during the Term the requisite expertise to provide the Services at or above the industry best practice standard for provision of similar services.

11 Use of Queensland Rail Items

11.1 The Council must not, and must ensure that its officers, employees, agents and subcontractors do not, use any Queensland Rail Items, for any purpose other than for the provision of the Services.

11.2 The Council must protect all Queensland Rail Items from loss or damage, keep Queensland Rail Items in good order and promptly return Queensland Rail Items to Queensland Rail upon request by Queensland Rail, when they are no longer required to provide the Services or otherwise upon termination of the Agreement.

11.3 For the purposes of clause 11, 'Queensland Rail Items' means any information (including Confidential Information), property or facilities made available by Queensland Rail to the Council for the Agreement.

12 Intellectual Property

- 12.1 The Council acknowledges and agrees that all Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services, obtained from Queensland Rail or directly or indirectly based on or derived from material obtained from Queensland Rail, will vest in and are assigned to Queensland Rail or its nominee on creation. The Council must execute all documents and do all things required to give effect to this clause.
- 12.2 Except as provided by clause 12.1, the Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the performance of the Services are the property of the Council.
- 12.3 If any material, matter or thing (including software, documentation or data) is owned by the Council and such material, matter or thing is incorporated in or attached to any Intellectual Property Rights owned by Queensland Rail or its nominee (whether pursuant to clause 12.1 or otherwise), the Council grants Queensland Rail a perpetual, irrevocable, transferable and royalty free licence to use (and the right to sub-licence if required) such material, matter or thing.
- 12.4 The Council must not infringe the Intellectual Property Rights of Queensland Rail or a third party in connection with providing the Services. The Council continually indemnifies Queensland Rail against any Loss that Queensland Rail or its nominee incurs or suffers, as a direct or indirect result of a breach of the Intellectual Property Rights of Queensland Rail or a third party in connection with providing the Services.

13 Confidential information

- 13.1 The Council must not use, copy, disclose, reproduce or make public Queensland Rail's Confidential Information for any purpose except in accordance with this Agreement. The Council must ensure that its Representatives do not do anything that would breach this clause. If the Council becomes aware of a breach of this obligation, the Council must immediately notify Queensland Rail.
- 13.2 The Council must not disclose any of Queensland Rail's Confidential Information unless one of the following circumstances applies:
- 13.2.1 Queensland Rail has consented in writing to the disclosure (which consent may be subject to any such conditions as Queensland Rail may wish to impose).
- 13.2.2 The disclosure is specifically contemplated and permitted by this Agreement.
- 13.2.3 The disclosure is to personnel of the Council to the extent such personnel need to know the Confidential Information in order to perform a function in connection with this Agreement. The Council must ensure that its personnel comply with the terms of this clause.
- 13.2.4 The disclosure is required by a court, a binding directive of a governmental or administrative authority or to comply with any applicable law.
- 13.3 Queensland Rail may at any time require the personnel of the Council engaged in the performance of this Agreement to give written undertakings in a form prepared by Queensland Rail relating to the non-disclosure of Queensland Rail's Confidential Information and the Council will arrange for all such undertakings to be given promptly.

14 Privacy

- 14.1 The Council warrants to Queensland Rail that:

- 14.1.1 any Personal Information that the Council discloses to Queensland Rail under this Agreement has been collected in accordance with the Privacy Act;
 - 14.1.2 the individual to whom the information relates has been made aware of Queensland Rail's identity, of how to contact Queensland Rail and of the other matters of which Queensland Rail is required to inform a person about whom it collects information under the Privacy Act; and
 - 14.1.3 Queensland Rail is authorised to collect the information from the Council and use the information for the purposes of this Agreement.
- 14.2 In relation to any Personal Information collected by it from Queensland Rail or disclosed to it by Queensland Rail under this Agreement, the Council must ensure that Queensland Rail's privacy policy is complied with in respect of the collection, use, transfer, access, storage and destruction of the Personal Information.
- 14.3 The Council agrees that it will:
- 14.3.1 co-operate with any reasonable request or direction of Queensland Rail which relates to the protection of the information or the exercise of the functions of the Privacy Commissioner under the Privacy Act;
 - 14.3.2 ensure that access to its employees or representatives are limited to people required to access that information for the purposes of this Agreement; and
 - 14.3.3 ensure that any of its employees or representatives who access the information comply with the requirements of this clause and of the Privacy Act.

15 Dispute Resolution

- 15.1 If a dispute arises under this Agreement or concerning its subject matter, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both parties must meet within five business days of the notice and try to resolve the dispute in good faith.
- 15.2 If the meeting described in clause 15.1 does not take place, or if five business days after the meeting the dispute remains unresolved, the Chief Executive Officers (or equivalent officeholder) of both parties must meet within a further five business days to try to resolve the dispute in good faith. If the meeting described in this clause 15.2 does not take place, or if five business days after the meeting the dispute remains unresolved, either party may pursue its rights at law.
- 15.3 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 15.4 Clauses 15.1 and 15.3 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

16 Termination of appointment

- 16.1 Queensland Rail may by notice to the Council terminate this agreement where:
- a) the Council fails to undertake the Services in accordance with the Agreement;
 - b) the Council assigns any of its rights to the agreement; or
 - c) the Council enters into a deed of composition or arrangement with its creditors or is wound up or has a liquidation, receiver, administrator or manager appointed to it.
- 16.2 Should the Council be in substantial default pursuant to any clause of this Agreement and not rectify that default after given 14 days notice to do so by Queensland Rail, Queensland Rail may by notice to the Council terminate this Agreement.

16.3 If Queensland Rail terminates this Agreement under clause 16.1 or 16.2, Queensland Rail is only liable for payment of the Fee for the Services provided up to the date of termination. Queensland Rail is not liable for any termination costs or demobilisation costs incurred by the Council or any third party as a result of such termination.

16.4 On termination of this Agreement, the Council must return to Queensland Rail all property of Queensland Rail including, but not limited to:

16.4.1 all Queensland Rail Items and Confidential Information; and

16.4.2 all materials, deliverables and Work Product (including books, documents, papers, materials, software and keys).

17 Liability and indemnity

17.1 The Council indemnifies Queensland Rail, its officers, employees, and agents against any Loss:

17.1.1 arising out of or in connection with any wilful or negligent act or omission or misfeasance of the Council or the Council's servants, agents, personnel or employees;

17.1.2 arising out of or in connection with any breach of this Agreement by the Council or the Council's servants, agents, personnel or employees; and

17.1.3 sustained or incurred by the Council's employees, servants, agents, personnel or officers incurred whilst attending to the performance of the Services in accordance with this Agreement.

17.2 Without limitation, the indemnity set out in clause 17.1 extends to Queensland Rail's liability to third parties (including Clients) arising out of the Services, including liability to governmental or regulatory authorities and consumers for unsafe or defective services.

17.3 The Council must comply with Schedule 1 with respect to insurance.

18 Goods and services tax

18.1 All consideration provided under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive.

18.2 Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:

18.2.1 The date when any consideration for the taxable supply is first paid or provided.

18.2.2 The date when the Supplier issues a tax invoice to the Recipient.

18.3 If, under or in connection with this Agreement, the Supplier has an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

18.4 Terms used in this clause that are not otherwise defined in this Agreement (other than 'consideration') have the meanings given to them in the GST Act.

19 Notices

19.1 Any notice or communication under the Agreement will be effective if it is in writing, signed and delivered to Queensland Rail or the Council, as the case may be, at the address or fax number set out in Schedule 1.

- 19.2 If a party gives the other party three business days notice of a change of its address, electronic mail address (where agreed pursuant to clause 19.5) or fax number, any notice or communication is only given by that other party if it is delivered, posted or faxed to the latest address, electronic mail address or fax number.
- 19.3 Any notice or communication is to be treated as given at the following time:
- 19.3.1 If it is delivered, when it is left at the relevant address.
 - 19.3.2 If it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted.
 - 19.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 19.3.4 If it is sent by electronic communication, when received in readable form at the relevant electronic mail address.
- 19.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.
- 19.5 Any notice or communication given to a party under this Agreement (other than a notice terminating the Agreement or advising of a breach of the Agreement by the receiving party) may be made by electronic mail or other electronic means if, prior to any notice or communication being given, the parties have done the following:
- 19.5.1 Agreed that electronic communication is to be an acceptable form of communication.
 - 19.5.2 Notified each other of their respective electronic mail addresses and any other information required to enable the sending and receipt of information by electronic means.

20 Security and access

- 20.1 The Council shall comply with all applicable and reasonable rules, policies, standards, codes of conduct, directions and procedures notified by Queensland Rail whenever, in the course of providing the Services, the Council:
- 20.1.1 enters on Queensland Rail's premises;
 - 20.1.2 uses Queensland Rail's facilities, equipment or resources;
 - 20.1.3 deals with Queensland Rail's employees or other contractors; or
 - 20.1.4 deals with members of the public.

21 Industrial Relations

- 21.1 The Council is responsible for, and shall in respect of its employees undertaking the Services keep Queensland Rail indemnified against:
- 21.1.1 all employment and employment-related payments, expenses, costs and allowances arising under any contract, award, industrial or enterprise or workplace agreement, Statutory Requirement or the common law; and
 - 21.1.2 any extension, substitution or change affecting any of those payments, expenses, costs and allowances.

22 Statutory Requirements

- 22.1 The Council must comply with all Statutory Requirements to which the Council is at any time subject in connection with:
- 22.1.1 fulfilling the Council's obligations under the Agreement; or
 - 22.1.2 carrying on any business in the course of which the Council enters into the Agreement.

23 Inspections

- 23.1 The Council must give Queensland Rail (or the QR Representative) reasonable access to premises at which the Council provides the Services for the purpose of:
- 23.1.1 observing the performance of the Services; and
 - 23.1.2 ensuring the Council is complying with the Agreement.
- 23.2 When Queensland Rail (or the QR Representative) accesses premises under clause 23.1:
- 23.2.1 Queensland Rail (or the nominated person) must comply with any rules, directions and procedures which:
 - (a) the Council notifies to Queensland Rail;
 - (b) are reasonable; and
 - (c) apply generally to people entering those premises; and
 - 23.2.2 the Council must give Queensland Rail (or the QR Representative) all assistance and cooperation they reasonably require.

24 Meetings

- 24.1 Queensland Rail or the Council may convene meetings to discuss the performance of the Services and the administration of this Agreement.
- 24.2 Each party shall send a representative, with appropriate authority to enter into the discussions to be held, to a meeting convened by the other party under clause 24.1.

25 Announcements and publicity

- 25.1 The Council must:
- 25.1.1 not make or authorise any disclosure to the media any information regarding the Agreement or things done or omitted under the Agreement;
 - 25.1.2 refer all enquiries from the media relating to any matter regarding the Agreement or things done or omitted under the Agreement to Queensland Rail as soon as possible after receiving such an enquiry.

26 Force Majeure

- 26.1 If a Force Majeure prevents or delays a party to the Agreement from fulfilling an obligation under the Agreement:
- 26.1.1 that obligation is suspended, so far as the party's ability to fulfil it is affected by the Force Majeure, for as long as the Force Majeure continues;
 - 26.1.2 any timeframes under the Agreement which would otherwise fall due during the time of the suspension are extended by a period corresponding to the length of the time of the suspension; and

- 26.1.3 the delay in fulfilling, or failure to fulfil, the obligation during the time while the obligation is suspended will not constitute a breach of the Agreement.
- 26.2 A party has the benefit of clause 26.1 only if it:
- 26.2.1 notifies the other party as soon as practicable of:
- (a) the occurrence of the Force Majeure; and
 - (b) the extent to which that party is unable to fulfil its obligations; and
- 26.2.2 takes all reasonable precautions against the cause of the Force Majeure and use its reasonable endeavours to mitigate the consequences of the Force Majeure.
- 26.3 Either party may terminate the Contract if:
- 26.3.1 either party has given notice under clause 26.2.1 with respect to a Force Majeure; and
- 26.3.2 a period of one month has elapsed from the time the notice was given and:
- (a) the party that gave the notice has not fulfilled any obligations in relation to which that party has the benefit of clause 26.1 because of the Force Majeure; or
 - (b) the Force Majeure is still continuing.
- 26.4 Clause 26.1 does not apply in relation to an obligation:
- 26.4.1 to pay money;
- 26.4.2 to indemnify; or
- 26.4.3 arising under clause 5, 7, 11 to 15, or 19 to 25.
- 26.5 The Council agrees it shall have no legal right to claim any costs, expenses, loss or damage due to any suspension, extension of time or delay in fulfilling its obligations as stated in clause 26.1 hereof.
- 27 Miscellaneous**
- 27.1 Except as expressly permitted by this Agreement, the Council must not assign any of its rights under this Agreement without the prior written consent of Queensland Rail, to be given or withheld at Queensland Rail's absolute discretion. Queensland Rail may assign any of its rights and obligations under this Agreement at any time, with no prior notice to the Council.
- 27.2 This Agreement contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, save as permitted by law.
- 27.3 This Agreement is governed by the law of Queensland. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 28 Work Health and Safety**
- 28.1 On and from the term of this Contract the Council shall be responsible for and assume liability for its obligations assigned to it by the *Work Health and Safety Act 2011* as amended (WHS Act).
- 28.2 The Council shall indemnify and keep indemnified Queensland Rail against all liabilities which may be imposed under or which may arise out of enforcement of any section of the *Work Health and Safety Act 2011* as amended or its regulations.

- 28.3 The Council agrees and acknowledges that Queensland Rail may:
- a) by either breath or saliva sample, at any time, conduct random tests for alcohol and/or drugs on its personnel, agents or subcontractors who enter Queensland Rail land or sites; and
 - b) exclude from any Queensland Rail land or sites any Council's personnel, agents or subcontractors who test positive to drugs or whose alcohol reading exceeds 0.00%.
- 28.4 The Council shall have appropriate risk management systems and safety management systems in place and shall comply with the provisions of the Transport (Rail Safety) Act 2010.

29 Definitions and interpretation

- 29.1 In this document the following definitions apply:

Client means any clients or customers or prospective clients or customers of Queensland Rail or any related entities for which Queensland Rail is providing, or is considering providing, any Services.

Commencement Date means the date specified in 0 of Schedule 1.

Confidential Information means any information of a private, confidential or secret nature concerning the business, products, processes, methodology or affairs of Queensland Rail or of any person having dealings with Queensland Rail and which comes to the Council's or its personnel's knowledge during the course of or in connection with the provision of the Services, including the fact of the provision of any services by Queensland Rail to any Clients and the terms and conditions of this Agreement. Information is not confidential if it is obtained lawfully from a third party without any breach of confidentiality, or if it is in the public domain, unless it came into the public domain by a breach of confidentiality.

Contract Sum means the amounts stated in Schedule 3 payable by Queensland Rail to the Council pursuant to the Agreement.

Force Majeure means any event which:

- (a) is beyond the reasonable control of the party concerned; and
- (b) is, or arises from, any delay caused by floods, fire, any act of God, shortage of power, materials or labour, strike, lock-out or labour difficulty, change in any law, war or accident.

GST means a goods and services tax or a similar value added tax.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in Confidential Information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same now or in the future.

Loss means any loss (including consequential loss) including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Milestones Schedule means the document in Schedule 3.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Act means *Information Privacy Act 2009 (Qld)* and as amended from time to time.

QR Representative means the Queensland Rail representative listed in the Specification.

Services means those services specified in the Specification and may include other services as agreed between the Council and Queensland Rail from time to time.

Special Conditions means the special conditions set out in the Specification (if any).

Specification means the document in Schedule 2.

Statutory Requirement means an obligation under any applicable:

- (a) Act of Parliament;
- (b) regulation, order, by-law, rule, proclamation or other statutory instrument or subordinate legislation under any Act of Parliament; or
- (c) approval, consent, licence, authority, permit, notice, order, direction, instrument or requirement issued, given or made under any of the above.

Term has the meaning set out in Schedule 1.

Work Product means any material (including but not limited to software, designs, specifications, documentation, engineering drawings or data), created, written or otherwise brought into existence by or on behalf of the Council in the course of performing the Services, or which forms part of a deliverable, and in which subsists newly created Intellectual Property Rights.

29.2 In this Agreement, unless the context otherwise requires:

- 29.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 29.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 29.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 29.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 29.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular and a reference to any gender denotes the other genders.
- 29.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 29.2.7 A reference to any party to this document, where that party is made up of more than one person, includes each of them severally.
- 29.2.8 Any agreement, covenant, representation, warranty, undertaking or liability arising under this document on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.
- 29.2.9 A reference to dollars or \$ means Australian dollars.
- 29.2.10 The schedules and attachments form part of this Agreement.
- 29.2.11 A reference to this Agreement includes the agreement recorded by this document.
- 29.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 29.2.13 A reference to a time of day means that time of day in the place whose laws govern the construction of this Agreement, and where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

- 29.2.14 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place whose laws govern the construction of this Agreement.
- 29.2.15 A term of this Agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it is required to be done on or by the next business day.

-oo0oo-

Execution and date

Executed as an agreement

Date: 14/6/18

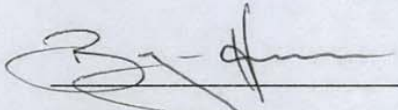
Signed for and on behalf of **Queensland Rail Limited** ACN 132 181 090 in the presence of:

.....
Signature of witness

Kate Draper
.....
Name of witness (print)

.....
Signature of authorised person

A. Creevey
.....
Name of authorised person (print)



IPSWICH CITY COUNCIL

Signed by Bryce Hines, Acting Chief Operating Officer (Works, Parks and Recreation) on

29/5/18

as duly authorised Council delegate in accordance

with section 236 the *Local Government Act 2009*

Smith
.....

Witness

Sharon Smith
.....

Name of Witness (Print)

Schedule 1**General information**

	Council	IPSWICH CITY COUNCIL 61 461 981 077
	Commencement Date	
	Term	
	Professional indemnity insurance cover required	<p>The Council shall procure and maintain in force the following insurance policies providing the following levels of cover:</p> <ul style="list-style-type: none"> a public liability policy with a limit of at least \$20,000,000 , for any one occurrence or series of occurrences arising from any one event, to be maintained in force for the duration of this Agreement.
	Notices: Council	<p>Name: Acting Chief Operating Officer</p> <p>Address: PO Box 191</p> <p>Fax number: (07) 3810 6731</p> <p>Attention: Bryce Hines</p>
	Notices: Queensland Rail	<p>Name: Company Secretary</p> <p>Address: Level 14, Rail Centre 1 305 Edward St. Brisbane, QLD 4000 GPO Box 1429</p> <p>Fax number: 07 3072 8389</p> <p>Attention: Peter McNamara</p>

Schedule 2**Specification****Services**

The Council will deliver the offset obligations of Queensland Rail in accordance with the *Policy for Vegetation Management Offsets (PVMO 2007), version 2.1, 28 September 2007* and the *Offset Area Management Plan for the Purga Nature Reserve, December 2015*, attached hereto.

The Council will procure or purchase sufficient real estate to deliver the offset obligations of Queensland Rail pursuant to the PVMO 2007.

The offset area subject to the *Offset Area Management Plan for the Purga Nature Reserve, December 2015*, will be legally secured by the Council in accordance with the PVMO 2007.

Council will obtain approval of the *Offset Area Management Plan for the Purga Nature Reserve, December 2015*, by the State agency responsible for administering the PVMO 2007 (currently the Department of Natural Resources and Mines) in accordance with the following procedure:

- *Offset Area Management Plan for the Purga Nature Reserve, December 2015*, developed by Queensland Rail and agreed to by the Council
- *Offset Area Management Plan for the Purga Nature Reserve, December 2015*, submitted by the Council to the Department of Natural Resources and Mines for approval
- Final offset area management plan adopted and delivered by the Council.

The offset area management plan will detail the following information:

- Objectives and outcomes for the offset area, including revegetation in nominated regrowth areas
- Ongoing management and maintenance arrangements
- Monitoring and reporting requirements
- Name and contact details of the landholder for the offset area
- Lot on plan description and address for the offset area
- Maps of the offset area, and
- Any other supporting documentation necessary for the management of the offset area.

The deliverables under this Agreement include:

- Identification and legally securing of offset area in accordance with the PVMO 2007 and *Offset Area Management Plan for the Purga Nature Reserve, December 2015*.
- Implementation of the *Offset Area Management Plan for the Purga Nature Reserve, December 2015*
- Monitoring and progress reports supplied to the State agency responsible for administering the PVMO 2007 and to the Queensland Rail Representative in accordance with the *Offset Area Management Plan for the Purga Nature Reserve, December 2015*.

Queensland Rail (QR) Representative

The Council will report progress with respect to the Services performed under this Contract to the following Queensland Rail Representative:

Senior Manager - Environment

Queensland Rail

Rail Centre 1, 305 Edward Street, Brisbane Qld 4000

GPO Box 1429,

Brisbane Qld 4001

Telephone: (07) 3072 7167

Council's Representative

Principal Officer (Natural Resources)
Ipswich City Council
45 Roderick Street, Ipswich, Qld 4305
PO Box 191
Ipswich Qld 4305
Telephone: (07) 3810 6666

Reporting

The Council will provide progress monitoring and reporting in accordance with the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, from the **date of securing the offset area** until the objectives and outcomes of the offset area are achieved.

Reporting of progress will be supplied to the State agency responsible for administering the Offsets Policy (currently Department of Natural Resources and Mines) and the Queensland Rail Representative, according to the *Offset Area Management Plan for the Purga Nature Reserve*, December 2015, until the objectives of the Services are achieved.

Schedule 3

Queensland Rail will provide milestone payments to Council in order to deliver Queensland Rail's offset obligations set out in this Agreement whilst fulfilling the objectives set out in the approved *Offset Area Management Plan for the Purga Nature Reserve (December 2015)*. Milestone payments to Council will be paid according to the Milestone Schedule set out below.

Milestones Schedule

Milestone Payment Schedule: Purga Nature Reserve			
Milestone stage	Payment amount (\$)	Payment terms	Outcomes / deliverables
1. Execution and approval	167,751.50	Payable 60 days after: <ol style="list-style-type: none"> 1. Execution of this Agreement; and 2. Approval by the Department of Natural Resources and Mines of the <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i>; and 3. Approval by the Department of Natural Resources and Mines of the <i>Request for a Voluntary Declaration</i> over Purga Nature Reserve – Lot 1 RP906566. 	<ol style="list-style-type: none"> 1. Executed Agreement 2. Approved Offset Area Management Plan 3. Approved voluntary agreement over Purga Nature Reserve: Lot 1 RP906566 (2.55ha in total)
2. Management, monitoring and reporting	167,751.50	Payable 30 days after: <ol style="list-style-type: none"> 1. Completion of the annual offset area monitoring report (year 1). 	Fulfilment of the Management Actions; Monitoring requirements; and Reporting outlined in the approved <i>Offset Area Management Plan for the Purga Nature Reserve (December 2015)</i> .
Total costs (ex GST)	\$335,503		

Conservation and Environment Committee	
Mtg Date: 13.08.18	OAR: YES
Authorisation: Bryce Hines	

NS: NS

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19 July 2018

MEMORANDUM

TO: ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

FROM: PROGRAM OFFICER (NATURAL ENVIRONMENT)

RE: LITTLE LIVERPOOL RANGE INITIATIVE – GOVERNANCE STRUCTURE FOR THE PROJECT OFFICER

INTRODUCTION:

This is a report by the Program Officer (Natural Environment) dated 19 July 2018 concerning the governance structure for the Little Liverpool Range Initiative Project Officer.

BACKGROUND:

At the Council Ordinary Meeting held on the 26 June 2018 the following was resolved:

- A. *That Council partner with the Gainsdale Group and Queensland Trust for Nature, by contributing \$10,000 a year for two years, to help fund a part-time Project Officer to deliver the Little Liverpool Range Initiative, and that the divisional Councillor and Chairperson of the Conservation and Environment Committee be consulted on the progress.*

- B. *That the governance structure for the Little Liverpool Range Initiative be submitted to a future Conservation and Environment Committee for information.*

A copy of this report is shown in Attachment A

This report provides an update on the governance structure.

GOVERNANCE STRUCTURE:

In agreement with Gainsdale and QTFN, the Project Officer will be an employee of Ipswich City Council, sitting within the Sport Recreation and Natural Resources Branch. This will allow the Project Officer to work alongside the Programs Officer (Natural Environment), ensuring alignment with Council’s Voluntary Conservation Partnership program, stakeholder engagement, and conversation strategies.

Gainsdale has also offered to provide desk space at the Hidden Vale Wildlife Centre for when the Project Officer is working within the area, as well as access to a laptop computer and mobile phone.

A works program and Memorandum of Understanding (MOU) are currently being drafted, outlining the roles and responsibilities of the key stakeholders and the Project Officer. In-principle, Gainsdale and QTFN will provide their part funding contribution to Council for the Project Officer position. Council will take responsibility for the day-to-day management of the officer and the delivery of the agreed works program. All stakeholders will meet on a quarterly basis through the Steering Committee meetings to discuss progress.


A draft Position Description has been developed in consultation with the key stakeholders (Attachment B). This will be formatted into Council template following finalisation of the MoU and works program.

CONCLUSION:

Following the report to Conservation and Environment Committee No. 2018(06) of 18 June 2018 and Council Ordinary Meeting of 26 June 2018, Council has consulted with Gainsdale and Queensland Trust for Nature on the governance structure for the employment of a Project Officer.

In agreement with Gainsdale and QTFN, Council will take on the responsibility for employment and the day-to-day management of the Project Officer. A works program and Memorandum of Understanding will set the roles and responsibilities for each organisation, and the Steering Committee will meet on a quarterly basis to discuss progress.

ATTACHMENTS:

Name of Attachment	Attachment
Conservation and Environment Committee No. 2018(06) of 18 June 2018 and Council Ordinary Meeting of 26 June 2018 report	 Attachment A
Draft Project Officer position description	 Attachment B

RECOMMENDATION:

That the report be received and the contents noted.

Nicholas Swanson
PROGRAMS OFFICER (NATURAL ENVIRONMENT)

Kaye Cavanagh
ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines
CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)

Conservation and Environment Committee	
Mtg Date: 18.06.18	OAR: YES
Authorisation: Bryce Hines	

NS: NS
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11 May 2018

MEMORANDUM

TO: ACTING CHIEF OPERATING OFFICER (WORKS PARKS AND RECREATION)
FROM: ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER
RE: LITTLE LIVERPOOL RANGE INITIATIVE – PROJECT OFFICER FUNDING

INTRODUCTION:

This is a report by the Acting Sport Recreation and Natural Resources Manager dated 11 May 2018 concerning the funding of a Project Officer for the Little Liverpool Range Initiative which Ipswich City Council is a major stakeholder in.

BACKGROUND:

The Little Liverpool Range, located on the western boundary of the Ipswich local government area, adjoining Lockyer Valley, Somerset and Scenic Rim Council local government areas, is a vegetated biodiversity corridor linking with the Main Range National Park and the Great Eastern Ranges.

The range is heavily vegetated and is made up of several mapped regional ecosystems providing habitat for a range of significant species including the Glossy-Black Cockatoo, Powerful Owl, Brush Tailed Rock Wallaby, Little Pied Bat, and Slender Milk Vine. The connectivity the range provides along with its high biodiversity value and low pressure from urban infringement makes it ideal for long-term conservation. Furthermore, the range also contains core habitat areas including Mount Grandchester Conservation Estate, Hidden Vale Nature Refuge and Mount Beau Brummell Conservation Park.

The Little Liverpool Range has also been identified in the Ipswich Nature Conservation Strategy 2015 as a Priority Conservation Area.

OVERVIEW OF THE LITTLE LIVERPOOL RANGE INITIATIVE:

The Little Liverpool Range covers the Ipswich, Lockyer, Somerset and Scenic Rim local government areas, and includes large private landholdings dedicated to conservation. In partnership with key stakeholders, including The Gainsdale Group (Spicers Hiddenvale) Queensland Trust for Nature (QTFN), the Little Liverpool Range Initiative (LLRI) was mooted to provide a collaborative approach to conserving and enhancing the environmental values within the area in collaboration with private landholders in the vicinity of the range (Attachment A).

PROPOSED PROJECT OFFICER FUNDING:

The LLRI stakeholders have previously discussed the need to fund a part time Project Officer as the LLRI progressed further and gained more momentum. Now that the LLRI has gained more recognition, the stakeholders believe that a dedicated LLRI Project Officer is necessary to ensure that sufficient time and effort can be allocated to the LLRI to make sure the momentum continues.

Employing a part time Project Officer to represent all stakeholders under the LLRI name would direct much needed time and effort towards:

- Community engagement
- Educating and creating awareness amongst the community about the Little Liverpool Range and its importance
- Coordinating events and activities including field days, events, meetings and landholder property visits
- Collaborating with stakeholders from the LLRI to help deliver a consistent approach to conservation of the Little Liverpool Range
- Preparing written material including brochures, flyers, reports and grant applications.

Employing a Project Officer will provide additional benefits to Ipswich City Council as they will be able to promote Council's Waterways Conservation Agreement, Koala Conservation Agreement, Bushland Conservation Agreement and Nature Conservation Agreement, in the Little Liverpool Range, which is a region of Ipswich where there has been less take-up of the Landholder Partnerships.

Ipswich City Council has received written commitment from Queensland Trust for Nature (Attachment B) confirming that they are willing to put \$5,000 per year towards the funding of a Project Officer for 2 years. The Gainsdale Group has provided written commitment (Attachment C) that they are willing to put \$10,000 a year towards the funding of a Project Officer for at least 2 years. Additionally, Gainsdale Group have offered to provide a computer and office space, at the Hidden vale Wildlife Centre, for the project officer to work from.

To ensure the LLRI continues to grow, it is proposed that Ipswich City Council also contribute \$10,000 per year for 2 years. This would bring funding to a total of \$25,000 per year for two years and allow for the employment of a part time Project Officer at 2 days per week.

BENEFITS TO THE COMMUNITY AND CUSTOMERS:

Currently, it's the stakeholders of the LLRI that are delivering the LLRI message across multiple Council areas. As a result, it's difficult to deliver a consistent message to everyone. Employing a Project Officer as a representative of the LLRI would allow the Project Officer to work across all 4 Council areas (primarily the Ipswich region based on proposed funding), engaging with the community, ensuring that information delivered across the region is consistent. The role will also be based in the Little Liverpool Range region to ensure that the Project Officer is readily available to landholders who would like to meet and discuss land management practices related to their property.

Being that there is a smaller population in the region, word of mouth is effective for creating awareness about the LLRI and associated events and workshops. With the Project Officer based in the region and in regular contact with the community, they'll be better able to promote those workshops and events as well as any other significant projects that Ipswich City Council, or the other Council's, are carrying out in the region.

The four different Council's offer a range of Landholder Partnerships that enable landholders to access incentives to help with land management on their properties. The Project Officer will have a general knowledge of the partnerships offered across the Council's which they will be able to promote.

CONCLUSION:

The Little Liverpool Range Initiative aims to conserve the range through a coordinated and collaborative approach with private property owners, conservation organisations and adjoining local governments, and to facilitate open discussions on conservation management strategies to conserve and improve the environmental values of the area. Employment of a Project Officer to represent the Little Liverpool Range Initiative will ensure that the coordinated and collaborative approach is delivered consistently.

ATTACHMENTS:

Name of Attachment	Attachment
Draft Little Liverpool Range Initiative Vision	 Attachment A
Funding commitment Letter from Queensland Trust for Nature	 Attachment B
Funding commitment letter from Gainsdale Group	 Attachment C

RECOMMENDATION:

Amended at Conservation and Environment Committee No. 2018(06) of 18 June 2018.

A. That Council partner with the Gainsdale Group and Queensland Trust for Nature, by contributing \$10,000 a year for two years, to help fund a part-time Project Officer to deliver the Little Liverpool Range Initiative, and that the divisional Councillor and Chairperson of the Conservation and Environment Committee be consulted on the progress.

B. That the governance structure for the Little Liverpool Range Initiative be submitted to a future Conservation and Environment Committee for information.

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Kaye Cavanagh

ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines

ACTING CHIEF OPERATING OFFICER (WORKS, PARKS AND RECREATION)

Little Liverpool Range Initiative

The Little Liverpool Range (LLR) is home to a variety of native species of national, state and local significance. With its large areas of intact remnant vegetation stretching approximately 60km, it provides essential habitat connectivity to the Main Range National Park and the Great Eastern Ranges.

The Little Liverpool Range Initiative (LLRI) aims to establish a long-term commitment to the preservation and expansion of vegetation in support of biodiversity for future generations. This can only be achieved through a collaborative approach as the LLR runs through 4 local council's including the Scenic Rim Regional Council, Lockyer Valley Regional Council, Ipswich City Council and Somerset Regional Council. Within the LLR there are also a number of properties with a significant focus on conservation including:

- Queensland Trust for Nature's 1,970 Ha Aroona property;
- Old Hidden Vale Station's 4,560 Ha property;
- Hidden Vale Wildlife Centre;

The above, along with the fact that the majority of land along the LLR is privately owned, highlights that a collaborative cross-boundary approach is required by local governments, organisations and landholders to achieve the necessary conservation outcomes for the LLR. Effective communication of natural resource management amongst stakeholders is important for driving messages, outcomes and community support over the four local government areas.

LLRI is driven by a working group that is comprised of the following stakeholders:

- Landholder representatives
- Queensland Trust for Nature
- The Gainsdale Group
- The University of Queensland
- Healthy Land and Water
- Lockyer Valley Regional Council
- Scenic Rim Regional Council
- Ipswich City Council
- Somerset Regional Council

Key outcomes for the Little Liverpool Initiative

The LLRI aims to build on the existing vegetation and wildlife corridor using a coordinated cross-boundary approach. This collaboration harnesses the expertise of involved stakeholders, each playing a pivotal role in the decision making processes. LLRI aims to support the re-establishment of threatened and locally extinct species in the area, protect remnant ecosystems, enhance areas of regrowth vegetation and build community resilience to climatic, environmental and social threats.

Our Vision:

- The Little Liverpool Range is embraced and enhanced through collaborative partnerships between the landholders, organisations and the community to conserve its natural beauty, wildlife and landscapes.

What we aim to achieve:

- **Inclusiveness:** Plan and deliver projects and events that align with the strategic goals and objectives of multiple groups and individuals in an inclusive manner
- **Coordination:** Create a platform for identification and delivery of conservation projects across multiple land tenures, levels of government and cross jurisdictional boundaries.
- **Sharing:** Provide access for all stakeholders to a central and accessible platform(s) for recording data, and sharing content
- **Awareness:** Increase landholder and community awareness and understanding of the interconnection of individual and landscape-scale conservation initiatives
- **Delivery:** Provide tailored programs to improve land management and conservation outcomes to support the needs and capacity of land managers
- **Recognition:** Promote and celebrate the Little Liverpool Range within the wider community, highlighting the multiple benefits of the Range and the conservation efforts of landholders to achieve landscape-scale conservation outcomes

How we will get there:

- **Inclusiveness:**
 - Identify and engage with all stakeholders
 - Support on-going communication and partnerships through the Little Liverpool Range working group
 - Promote the vision and objectives to the broader community
 - Undertake a yearly review of the objectives and actions to ensure consistency and relevance to engaged partners
 - Provide opportunities and accessible platforms for the community to be engaged and to express their ideas
- **Coordination:** Create a method for identification and coordination of conservation projects across multiple land tenures, levels of government and cross jurisdictional boundaries.
 - Stakeholders provide input on priorities for the LLR region to guide grant applications
 - It's each stakeholder's responsibility to keep all other stakeholders informed of current projects so that they can be taken into consideration for future project planning.
 - Creation of guidelines for consistent delivery across all Council areas
 - Ensure projects align with the goals and vision of the Initiative
- **Sharing:** Provide access for all stakeholders to a central and accessible platform(s) for recording data, and sharing content
 - Share information, outcomes and successes of project works with other members of the initiative.
 - Investigate available platforms that are going to be practical and affordable, as well as catering to the needs and capabilities of all stakeholders. Determine and source necessary resources for maintaining and regularly servicing the platform

- **Awareness:** Increase landholder and community awareness and understanding of the interconnection of individual and landscape-scale conservation initiatives
 - Develop external (external to the working group) stakeholder engagement plan to guide community engagement activities
 - Employ a project officer to sit within a stakeholder organisation
 - Project officer to act as a communication channel between organisations and the community
 - Ensure all activities undertaken within LLR are promoted as part of the initiative to increase public awareness and bring focus to the region
- **Delivery:** Provide tailored programs to improve land management and conservation outcomes to support the needs and capacity of land managers
 - Project Officer to engage with land managers and increase understanding of the community
 - Gain understanding of landholder skillsets and capacity
 - Project Officer to manage workshops and events (tailored to project list) aimed at improving knowledge and supporting landholders in conservation activities
 - Collaborating with landholders to understand the values of their property through property surveys and site visits
 - Collaborate with landholders and the University of Queensland's Wildlife Breeding Facility to identify opportunities to release species significant to the range into suitable habitat
- **Recognition:** Promote and celebrate the Little Liverpool Range within the wider community, highlighting the multiple benefits of the Range and the conservation efforts of landholders to achieve landscape-scale conservation outcomes
 - Update online presence and content e.g. Wikipedia page
 - Create and deliver consistent messaging identified in stakeholder engagement plan
 - Project officer to develop any other marketing and media material
 - Develop LLR information flyer/booklets

How you can get involved.

For further information on the Little Liverpool Range Initiative and supporting programs please go to:

Web

Facebook - <https://www.facebook.com/littleliverpoolrange/>

Phone



23 May 2018

Kaye Cavanagh
Ipswich City Council
PO Box 191
Ipswich QLD 4305

Dear Kaye

The Queensland Trust for Nature is pleased to be able to contribute \$5000 per annum for two years towards the employment costs of a Project Officer to coordinate the Little Liverpool Range Initiative. This Initiative offers a great opportunity to engage with land managers along to the range to improve the health of this state significant corridor. Employing a Project Officer will greatly assist to champion the Initiative with the local community and partners and deliver strategic communication and conservation activities.

QTFN are also able to provide in-kind support in terms of staff time, supervision or mentoring as well as office space when in Brisbane and access to mapping and other systems.

We look forward to working with Ipswich City Council and our other partners to achieve conservation outcomes within the Little Liverpool Range.

Yours sincerely

Tanya Pritchard
Conservation Manager

**Queensland
Trust for Nature**

GPO Box 162
Brisbane Qld 4001

 **1800 23 77 24**

 www.qtfn.org.au

 info@qtfn.org.au





25 May 2018

168 Knapp Street
PO Box 108
Fortitude Valley QLD 4006

K. Cavanagh
Works, Parks and Recreation Department
Ipswich City Council
PO Box 191
IPSWICH QLD 4305

Dear Mr Swanson

RE: Little Liverpool Range Initiative

Gainsdale is a related entity of Graham 'Skroo' Tuner and Jude Turner. The Turners are passionate environmentalists and whole heartedly support the Little Liverpool Initiative and thank the Ipswich City Council for its support of the program. Moving forward, it has been identified that a dedicated project officer is needed to progress the initiative. To this end, the Turners have agreed to:

- Provide \$10,000 per annum to support the project officers role for a minimum of two years (we see this as an ongoing position and can commit for a period of at least five years).
- Provide a computer for the project officer
- Provide office space at the Hidden Vale Wildlife Centre for the project officer to work from.

We hope that other organisations in the Little Liverpool Range initiative can provide additional support so that the Project Officer can make a meaningful contribution to the tasks that have been identified by the working group to further promote and deliver the Little Liverpool Range Initiative.

Yours faithfully

Ben O'Hara
General Manager Land and Environment



POSITION DESCRIPTION

POSITION TITLE:	Project Officer
REMUNERATION:	2 days/week pro rata \$58,000 - \$61,000 (inclusive of 9.5% superannuation) commensurate with qualifications and experience
REPORTS TO:	LLRI working group
LOCATION:	Ipswich City Council Level 4 Hayden Building
DATE REVIEWED:	March 2018
POSITION BASIS:	Part time 0.4 FTE for 12 months

Introduction

The Little Liverpool Range Initiative (LLRI) is a recently established network, aiming to build on the existing vegetation and wildlife corridor using a coordinated cross-boundary approach. The corridor covers an area of nearly 20,500 hectares and contains important ecological areas, fringed by rural lifestyle blocks and productive agricultural land. The Initiative harnesses the expertise of involved stakeholders, each playing a pivotal role in the decision-making processes. LLRI aims to support the re-establishment of threatened and locally

extinct species in the area, protect and improve the quality of existing vegetation and manage threats to biodiversity in the LLR such as pest animals and weeds, fire, overgrazing, erosion and waterway health and quality.

As most of the land in the LLRI is privately owned, landholder support is fundamental to the success of the LLRI. Effective communication of natural resource management amongst stakeholders is important for driving messages, outcomes and community support over the four local government areas.

Little Liverpool Range Partners

LLRI is driven by a working group that is comprised of the following stakeholders:

Landholder representatives, Queensland Trust for Nature, The Gainsdale Group, The University of Queensland, Healthy Land and Water, Lockyer Valley Regional Council, Scenic Rim Regional Council, Ipswich City Council and Somerset Regional Council.

Little Liverpool Range Initiative Vision and Objectives

Community and organisations working together to conserve the Little Liverpool Range and its connectivity to the Great Eastern Ranges

- Inclusiveness: Steer direction in an inclusive manner, which incorporates cross-boundary projects and endeavours to align strategic goals and objectives of multiple organisations and the community
- Coordination: Create a platform for identification and delivery of conservation projects across multiple land tenures, levels of government and cross jurisdictional boundaries.
- Sharing and Communications: Provide all stakeholders a fit for purpose and accessible platform(s) for recording data and sharing content whilst overseeing the communications initiatives of the LLRI.
- Education: Increase land manager understanding of how their actions are puzzle pieces of a broader conservation initiative
- Delivery: Provide tailored assistance to improve land management and conservation outcomes through understanding the needs and capacity of land managers
- Recognition: Promote the range and the LLRI within the wider community, highlighting the benefits of landscape scale conservation

Direction and Guidance for this Position

Reporting to the Principal Officer (Natural Resources), the Project Officer is accountable for fulfilling the **Responsibilities and Duties** associated with this position. As a self-starter, it is expected that the incumbent will contribute towards improving the effectiveness of systems being managed including the development of new systems where required.

In applying for this position, **applicants should address the criteria set out in the Qualifications and Skills** of this position description. Failure to address those criteria will likely preclude the applicant from consideration for the role.

Position Summary (Background)

The Little Liverpool Range Initiative is delivering a number of programs including field days, grant writing, development of communication strategy and accompanying materials and electronic based communication. Reporting to the LLRI Working Group, the Project Officer will focus on the delivery of communication and conservation activities within the Little Liverpool Range area. The position will undertake a variety of office and field work, involving landholder engagement, communications, reporting and project management. The Project Officer role works collaboratively with all members of the Initiative to implement the identified priority activities within the draft strategy. The Project Officer will work across the range which includes areas within Ipswich, Lockyer, Scenic Rim and Somerset Council areas.

Key Responsibilities and Duties

The primary responsibilities associated with the role include:

1. Champion the Little Liverpool Range Initiative with the local community and partners.
2. Be the key conduit for implementing the activities identified by the LLRI.
3. Facilitate the coordination of key environmental management activities (fire, weed and pest control) between landholders and across all LGAs.
4. To coordinate events and activities including field days, volunteer events, meetings and landholder property visits.
5. Creation of a volunteer database through which volunteers can be contacted or sign up for events to contribute to projects along the LLR.
6. Prepare communications material including brochures, flyers, reports and grants.
7. Other relevant duties as required from time to time which would generally fall within the scope of this position.

Qualifications, Skills and Selection Criteria (used to assess your application)

Essential

- Support for nature conservation and the objectives and values of the Little Liverpool Range Initiative.
- High level of computer literacy and proficiency with applications including data software, word processing, spreadsheets and use of social media platforms.
- Good written and verbal communication skills and the ability to tailor communications to different audiences.
- Well-developed interpersonal and rapport building skills. This includes proven ability to communicate and collaborate effectively with landholders, volunteers and other stakeholders.
- Excellent planning and project-management skills to meet budget and deadlines.
- Strong organizational skills including the ability to manage competing priorities, meet deadlines, and work with minimal supervision.
- Be prepared to spend time in the field, and to work flexible hours to accommodate field work and project deliverables.
- A current class C Queensland drivers licence and access to a vehicle.

Desirable

- A relevant tertiary qualification in natural resource management, ecology, or other relevant disciplines.
- Knowledge and understanding of the conservation and natural resource values of the Little Liverpool Range.
- Knowledge of key issues impacting on local land management, including fire ecology, weed and pest management.

Key Outcomes for the Role

1. Increased engagement in the LLRI by landholders.
2. Increased community awareness and active coordination of key threatening processes (fire, weeds and pest animals) and environmental regeneration opportunities.
3. Increased profile of the LLRI for external partners (local government bodies, grants etc).

Policies and Work Place Practices

The role will work under the supervision of Ipswich City Council, whose key workplace priorities include:

- Ensuring Health, Safety and Environment compliance, acting and encouraging others to act in a healthy and safe manner; and
- Maintaining a team-oriented environment, managing and developing staff, and valuing diversity.

Conservation and Environment Committee	
Mtg Date: 16.08.18	OAR: YES
Authorisation: Bryce Hines	

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3 August 2018

MEMORANDUM

TO: ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

FROM: PROJECT OFFICER (ENVIRONMENTAL MANAGEMENT)

RE: IPSWICH - CARBON NEUTRAL BY 2021 | CITIES POWER PARTNERSHIP

BACKGROUND:

This is a report by the Project Officer (Environmental Management) dated 3 August 2018 concerning a recommended approach to assist Council operations to achieve a carbon neutral status by 2021, as committed in Sustainable Ipswich (Pathway 3):

“Council will work with partners towards becoming a carbon neutral organisation by 2021.”

INTRODUCTION:

Council has committed to being carbon neutral by 2021. This commitment was published as part of Pathway 3 in Sustainable Ipswich in 2017. The strategy document is overseen by the Sustainability Advisory Group (SAG) and is intended to:

“...manag(ing) the growth of our city by working together with the community, industry and other levels of government to protect and enhance our environment and its liveability for current and future generations.”

While Council’s water and energy consumption is already collected; some baseline analyses have been undertaken; and a Corporate Environmental Sustainability Plan has been drafted; no plan has been established in order to set Council on a clear and realistic path to delivery on the carbon neutral commitment.

This discussion paper provides a summary of one program option for Council to consider: *Participation in the Climate Council’s Cities Power Partnership (CPP).*

PROGRAM OVERVIEW OF CITIES POWER PARTNERSHIP:

The February Greenhouse and Energy Network Professional Officers Group (GENPOG) meeting hosted Professor Karen Hussey of UQ and Counsellor with Cities Power Partnership (CPP). Professor Hussey presented on the benefits and opportunities to Councils on the CPP. She also offered to present directly to any interested Councillors. A summary of the program is provided below. Round 3 of the CPP opened in March 2018.

- **Description** – collaborative and cross-agency program, created by the Climate Council, that seeks to engage, enable and grow Local Government climate change mitigation projects and initiatives within their LGAs. Inter-LGA dialogue and partnerships is encouraged and access to climate change expertise is provided.
- **Purpose** – staged, partnered and collaborative climate change mitigation programs (including energy efficiency and clean energy) through LGA administration: “Power Partners”. Actions are delivered through the implementation of pledges.
- **Framework** – three phases of the CPP, including:
 1. *Intake: Councils become a Power Partner:*
 - Access to online hub and Power Analytics tool
 - Council is buddied with two other LGAs for the calendar year
 - Council is profiled through national and local media and the 200,000 Climate Council membership base
 - Community energy organisations can collaborate with the Council
 2. *Activation: Councils Power Up:*
 - Councils have 6 months to select 5 key actions from the partnership pledge. Council identifies an internal champion. Pledges submitted. Assistance from Climate Counsellors is provided
 - Councils have access to knowledge hub and reporting tools, webinars (domestic and international) and communication training
 - Assisted with applications for project funding, third party grants and renewable energy incentives
 - Ongoing profile and media
 3. *Implementation: Councils Power On:*
 - Councils report on progress against key actions in a 6-monthly survey
 - 2018 Power Partners Summit (presumably yearly)
 - Ongoing profile and media
- **Partnership Action Pledges:**
 1. *Categories:*
 - Renewable Energy
 - Energy Efficiency
 - Sustainable Transport
 - Work Together and Influence

2. *Examples:*

- Promote renewable energy – both at the residential, commercial and larger scale
- Promote energy efficiency – both residential and commercial and larger scale


BENEFITS TO IPSWICH CITY COUNCIL:

- Existing framework and strategy for Council to draw from, modify and adopt – instead of starting from first principles. At the same time, establishing a collaborative and reciprocal partnership with Logan
- Technical, strategic, communications and marketing/media support from subject-matter experts through CPP
- Dedicated support in identifying the high-impact, maximum-outcome projects for Ipswich: to rapidly elevate Council’s approach to climate change (adaptation and mitigation)
- Collaboration and experience-sharing with other LGAs (from Round 1, Round 2 and Round 3), including through the Buddy set-up phase
- Support with community engagement and interaction in identifying, prioritising and implementing the chosen energy management pledges
- Participation in the 2018 Power Partners Summit (presumably yearly)
- Demonstrated, published commitment to climate change mitigation
- Access to and support for funding, grants and other financial opportunities

CONSULTATION:

The matter was discussed at the Sustainability Advisory Group Meeting of 3 August 2018 and it was agreed to submit this report to the Conservation and Environment Committee for consideration.

ATTACHMENT:

Attachment Title	Attachment
Cities Power Partnership Prospectus (Round 2 details)	 Attachment A

RECOMMENDATION:

That Council participate in the Climate Council’s Cities Power Partnership (CPP) as outlined in Attachment A to the report by the Project Officer (Environmental Management) dated 3 August 2018.

Tiff Rees

PROJECT OFFICER (ENVIRONMENTAL MANAGEMENT)

I concur with the content/s within this report.

Kaye Cavanagh

ACTING SPORT RECREATION AND RESOURCES MANAGER

I concur with the content/s within this report.

Bryce Hines

CHIEF OPERATING OFFICER (WORKS PARKS AND RECREATION)



CITIES POWER PARTNERSHIP



CITIES POWER PARTNERSHIP

Round 2: Information for councils



CLIMATECOUNCIL.ORG.AU

Cities Power Partnership

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citiespowerpartnership.org.au

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A National Program for 2017

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Executive Summary

Australia is on the frontline of climate change and its impacts.

We continue to swelter through record breaking heat, lengthening bushfire seasons, worsening coastal flooding and supercharged storms. Meanwhile, the national energy debate is reaching fever pitch, with renewable energy lambasted by our nation's political and industry leaders as unreliable and unaffordable, whilst "clean coal" technology and gas expansion is being promoted as Australia's future energy solution. As climate impacts worsen and government action stagnates, the window of opportunity to limit the warming of the planet is rapidly closing.

Throughout all of these challenges, local heroes have quietly been getting on with the job. Cities and towns across Australia are surging ahead with emissions reduction plans, switching to cleaner energy and building greener, efficient and more resilient communities. The Cities Power Partnership (CPP) will elevate and accelerate this action across the country. We know that transforming the way cities use and generate energy alone has the potential to deliver 70% of the total emissions reductions needed to stay on track for the 2 degrees limit set under the Paris Agreement.

The CPP will engage with towns and cities, via local councils, throughout Australia and incentivise councils to increase renewable energy and energy efficiency, improve transport and engage in advocacy. Members will also be given access to a national knowledge hub and a Power Analytics project assessment and tracking tool. They will be buddied with other cities to knowledge share, visited by domestic and international experts, connected with community energy groups and celebrated at events with other local leaders. We'll also showcase the incredible achievements of cities in national, local and social media to millions and share their successes with our community of over 200,000 members and supporters.

"Cities and towns across Australia are surging ahead with emissions reduction plans"

\$82m

**worth of
media.**

367m

**cumulative
audience.**

82

reports.

The Climate Council

The Climate Council is Australia's leading climate communications organisation. To date the Climate Council has produced 85 reports on climate impacts and solutions and was the number one organisation communicating on climate change nationally in 2016-7.

The Climate Council brings a unique set of skills that enable us to build and deliver the Cities Power Partnership program and ensure that it differs from existing programs for local councils. The Climate Council has significant media reach, generating nearly \$82 million worth of media, reaching a cumulative audience of 367 million. This media reach will be key as an incentive for cities to join the program as well as working to strengthen public support across the country for climate action at the local level.

In addition, the Climate Council hosts a wealth of leading experts in climate impacts and renewable energy solutions whose technical knowledge will be key to helping local councils to implement emissions reduction measures.

The Climate Council will also use its national status and the credibility of its Climate Councillors to connect councils across the country with community energy groups and local organisations who can help councils to implement energy efficiency and renewable energy measures quickly and effectively, as well as assist with accessing funding and incentives for councils to act.

The Challenge

Global heat records have been broken again, with 2016 declared the hottest for a third consecutive year. Australians continues to swelter through record breaking heat, lengthening bushfire seasons, worsening coastal flooding and supercharged storms.

The emission of greenhouse gases from the burning of fossil fuels like coal, oil and gas, are driving these dramatic changes of the climate system and need to be drastically reduced. However, the window of opportunity to limit the warming of the planet and its catastrophic impacts is rapidly closing and governments are struggling to meet this challenge at the pace required.

Local Champions

In the face of these challenges local champions have emerged.

Around the world and across Australia, towns and cities of all shapes and sizes are getting on with the job. They are surging ahead with emissions reduction plans, switching to cleaner energy and building greener, efficient and more resilient communities. From booming urban centres to small rural townships, local governments and groups of determined residents have been energy and climate trailblazers in many ways. Towns and cities can shape how land is used, investments are made and millions of dollars worth of renewable energy is rolled out. They can influence how new homes and businesses are built, determine the ways in which hundreds of thousands of residents will travel each day and band together to lobby for much needed state and federal policy change. Transforming the way cities use and generate energy alone has the potential to deliver 70% of the total emissions reductions needed to stay on track for the 2 degrees limit set under the Paris Agreement (IEA 2016).

"Local governments and groups of determined residents have been energy and climate trailblazers in many ways."



A Snapshot of the Cities Power Partnership

The Climate Council's Cities Power Partnership (CPP) seeks to celebrate and accelerate the emission reduction and clean energy successes of Australian towns and cities to date. We are calling on Mayors, Councillors and communities to take the next step towards a sustainable, non-polluting energy future by joining the CPP.

The CPP launched mid 2017, along with a Climate Council cities report authored by some of Australia's leading experts, a brand new CPP website and a media campaign featuring the 35 trailblazing councils who joined the partnership in round 1.

Our Power Partners represent regional towns and cities, inner and outer metropolitan councils and rural councils across NSW, Victoria, ACT Queensland, Tasmania, Western Australia and the Northern Territory.

CPP launch breaks Climate Council media coverage records

The CPP media and stakeholder launch was held at the Mt Majura Solar Farm in the ACT and featured Climate Councillor Professor Tim Flannery, Climate Council CEO Amanda McKenzie, ACT Environment Minister Shane Rattenbury MLC and Lane Crockett, Head of Renewable Infrastructure, Impact Investment Group.

A record breaking coverage of 8 front pages, 250+ broadcast media items and 210+ print & online items. Each of the attending Mayors and Councillors and council communications teams received a comprehensive media kit including:

- Media release templates and tailored media hits report,
- Certificate ceremony photos with Professor Tim Flannery,
- Mayoral test drive photos of the CPP branded Tesla electric cars,
- Individual interviews to camera with launch participants explaining their reasons for joining the Cities Power Partnership and what Council hopes to achieve,
- Drone footage of the Mt Majura solar farm tour,
- Parliament house media stop video footage

Participating councils who join the partnership will have 6 months to select 5 key actions from the partnership pledge ranging from renewable energy, efficiency, transport and advocacy (*see Appendix A for full pledge list and Appendix B for pledge examples*).

Future application rounds

We have opened for a further 35 Councils to join the Cities Power Partnership in Round 2 in late 2017 with 3 future rounds offered in 2018.



The Three Phases of the Cities Power Partnership



Become a Power Partner

Act:

Councils sign up to be a Power Partner.

Knowledge:

Partners get exclusive access to the extensive online knowledge hub and Power Analytics tool.

Connect:

Each Power Partner is buddied with two other local councils to knowledge share throughout the year.

Profile:

Power partners are profiled in national and local media, online and to our 200,000 members and supporters.

2

Power Up

Act:

Partners have 6 months to select 5 key actions from the partnership pledge ranging from renewable energy, efficiency, transport and advocacy. They must identify a point of contact within council who will liaise with the Climate Council and work to implement their actions. Pledges are submitted by each partner and profiled online.

Knowledge:

Partners will have ongoing access to the knowledge hub, Power Analytics reporting tool, webinars with domestic and international experts as well as communications and advocacy training where required.

Connect:

Power Partners can be connected with their local community energy group and relevant local organisations who can be contracted to help council begin or improve implementation of emission reduction actions. Councils who are already leading will play an important knowledge sharing role with other partners and will be profiled in the media to inspire others.

Incentives:

Power Partners will be assisted with applications for project funding, third party grants and renewable energy incentives as they become available.

Profile:

Power partners and their local success stories will continue to be profiled in the media. Climate Councillors will travel to a range of communities across Australia to engage in community events and talk to councils.

3

Power On

Act:

Partners report on progress against key actions in a 6 monthly survey.

Knowledge:

Partners access local and international knowledge and inspiration at the 2018 Power Partners Summit.

Connect:

Partners will be brought together to celebrate the high achieving towns and cities at the Power Partners Summit.

Profile:

Success stories will continually be celebrated in the media, Climate Councillors continue to travel to a range of Australian communities, more towns and cities become Power Partners and lead the switch to non-polluting energy across the country.

What Does Success Look Like?

From mid 2017 to mid 2018, up to 100 councils will pledge to become Power Partners.

The Power Partners will be supported to implement their pledge items through webinars with topic experts, access to shared project data via the knowledge hub and Power Analytics library and via networking with their peers through the CPP buddying program.

Achievements will be celebrated at the annual CPP Awards ceremony, to be held as part of the CPP Power Summit a 2 day conference to be held in late 2018.



Frequently Asked Questions

When is the Cities Power Partnership launching?

It launched in July 2017. The launch included the launch of the CPP website, the Local Government Action research report, a media and stakeholder launch which showcased the 35 towns and cities who have already pledged and a national media campaign.

Can the broader community nominate their town or city to be part of the Cities Power Partnership?

Yes. Nominations can easily be made through the website at citiespowerpartnership.org.au/nominate/. Tell us why you think your Council or any other would be a good fit and if you have recommended points of contact within Councils, either staff or elected representatives, we're all ears.

How do community energy organisations get involved?

We are actively reaching out to community energy organisations across the country to get involved. The Cities Power Partnership wants to profile and connect community energy groups with councils involved in the partnership. There is an action pledge under "Work Together and Influence" for councils to strive to "support community energy groups with their community energy initiatives". This connection is vital to help councils achieve success as community energy groups and the community more broadly can provide on the ground support, including workshops and modelling, to help councils achieve their energy and sustainability commitments.

What if a town or city is already leading in renewable energy and sustainability, what does their city get out of joining the partnership ?

Cities leading the way play an essential role in the partnership. They will share their knowledge with other cities, their successes will be celebrated to an audience of millions to inspire others and they will have access to resources and incentives to help them to continue to lead.

Many trailblazing cities who are already leading will have some of their existing initiatives counted towards their power partnership pledge.

Appendix

Appendix A: The Partnership Action Pledge

Participating councils who join the partnership will have 6 months to select 5 key actions from the options below.

Renewable Energy



1. Use strategic and statutory planning processes to promote renewable energy - both at the residential, commercial and larger scale.



2. Provide council resources to educate and support the uptake of renewable energy, such as by hiring an internal renewable energy support officer or establishing an independent body (such as the Moreland and Yarra Energy Foundations).



3. Install renewable energy (solar PV and battery storage) on council buildings for example childcare facilities, libraries, street lighting, recreation centres, sporting grounds, and council offices.




4. Support community facilities accessing renewable energy through incentives, support or grants.





5. Power council operations by renewables, directly (with solar PV or wind), or by purchasing Greenpower (from electricity retailers). Set targets to increase the level of renewable power for council operations over time.





6. Encourage local businesses and residents to take up solar PV, battery storage and solar hot water heating. This can be done through providing incentives (such as solar bulk buy schemes or flexible payment options) or streamlining approval processes (such as removing planning and heritage barriers to solar PV).


- 


7. Support community energy projects (with location and planning support) so that residents (such as renters) can band together and invest in community renewable energy projects.
- 


8. Opening up unused council managed land for renewable energy, for example land fills, and road reserves.
- 


9. Facilitate large energy users collectively tendering and purchasing renewable energy at a low cost.
- 

10. Set minimum renewable energy benchmarks for new developments, for example Denman Prospect, ACT requires every new house to install a minimum solar PV system.
- 

11. Electrify public transport systems (for example buses operated by council) and fleet vehicles and power these by 100% renewable energy.
- 

12. Lobby electricity providers and state government to address barriers to renewable energy take up at the local level (whether these be planning, technical, economic or policy related).
- 

13. Identify opportunities to turn waste to energy.
- 

14. Implement landfill gas methane flaring or capture for electricity generation.
- 

15. Create a revolving green energy fund to finance renewable energy projects and receive \$ savings.

Energy Efficiency

- 

1. Set minimum energy efficiency benchmarks for all planning applications.
- 

2. Adopt best practice energy efficiency measures across all council buildings, and support community facilities to adopt these measures.
- 

3. Public lighting can use a large proportion of a city's energy budget - roll out energy efficient lighting (particularly street lighting) across the municipality.
- 

4. Provide incentives (for example rate reductions) for best practice developments such as streamlined planning processes, and support for retrofitting energy efficiency measures for existing buildings.
- 

5. Incentivise the deployment of energy efficient heating and cooling technologies.
- 

6. Create a revolving green energy fund to finance energy efficiency projects and receive \$ savings.

Sustainable Transport



1. Ensure Council fleet purchases meet strict greenhouse gas emissions requirements and support the uptake of electric vehicles.



2. Provide fast-charging infrastructure throughout the city at key locations for electric vehicles.



3. Encourage sustainable transport use (public transport, walking and cycling) through Council transport planning and design. Substantial savings in transport energy use can be achieved by designing more compact cities with access to high quality public and active transport services and facilities.



4. Ensure that new developments are designed to maximize public and active transport use, and are designed to support electric vehicle uptake.



5. Providing for adequate cycle lanes (both space and connectivity) in road design and supporting cyclists through providing parking, and end-of-ride facilities (covered, secure bike storage, showers, bicycle maintenance and incentives).



6. Reduce or remove minimum car parking requirements for new housing and commercial developments where suitable public transport alternatives exist.



7. Lobby state and federal governments for improvements to planning legislation to promote sustainable transport options, and increased investment in and provision of public transport services.



8. Consider disincentives for driving high emitting vehicles such as congestion pricing, or a tiered payment system for residential car parking permits where high emitting vehicles pay more.



9. Waste collection fleet conversion to hydrogen fuelled or electric power.

Work Together and Influence



1. Set city-level renewable energy or emissions reduction targets and sustainable energy policies to provide a common goal and shared expectations for local residents and businesses.



2. Lobby state and federal government to address barriers to the take up of renewable energy, energy efficiency and/or sustainable transport, and to support increased ambition. For example working to lobby on the Smart Energy Communities policy.



3. Set up meetings and attend events, such as the Community Energy Congress or the Cities Power Partnership Summit, where like-minded cities can address common concerns and learn from others' experience.



4. Implement an education and behavior change program to influence the behavior of council officers, local residents and businesses within the municipality to drive the shift to renewable energy, energy efficiency and sustainable transport.



5. For communities reliant on a local coal industry, local government can support the transition away from fossil fuels, by lobbying for state and federal support for a just transition for workers, families and the community and encouraging local economic development and opportunities based on a low carbon economy.



6. Ensure that the practices of local government contractors and financing such as banking, insurance and super are aligned with council goals relating to renewable energy, energy efficiency and sustainable transport. Set appropriate criteria for council procurement.



7. Promote knowledge sharing and strengthen the local community's capacity and skills in renewable energy, energy efficiency and sustainable transport.



8. Support local community energy groups with their community energy initiatives.

Appendix

Appendix B: Pledge Examples

Examples: renewable energy action

Action		Examples	Link
Promote renewable energy - both at the residential, commercial and larger scale	Use land use planning measures to encourage uptake, such as streamlining approvals processes and removing barriers.	Moreland City Council, Victoria has a planning guide to protecting existing solar panels from overshadowing.	http://www.moreland.vic.gov.au/globalassets/areas/strategic-planning/solar-panels---advisory-note-as-endorsed-by-council-13-july-2016.pdf
	Set minimum renewable energy benchmarks for new developments.	Denman Prospect in the ACT requires every new house to install a minimum sized solar system. City of Nedlands, WA requires a minimum of 1.5kW onsite solar or wind for all new homes and renovations.	http://www.actewagl.com.au/About-us/Media-centre-and-reports/2015/10/09/Denman-Prospect.aspx http://reneweconomy.com.au/new-build-houses-must-install-solar-wind-in-wa-suburb-27550/
	Hire an internal renewable energy support officer or establish an independent body tasked with promoting renewable energy.	Examples include: Moreland Energy Foundation, Victoria. Yarra Energy Foundation, Victoria.	http://www.mefl.com.au/ http://www.yef.org.au/
	Encourage local businesses, community facilities and residents to take up renewable energy by providing incentives (such as grants, solar bulk buy schemes or flexible payment options).	Adelaide City Council in SA has a Sustainability Incentives Scheme for local residents.	http://www.adelaidecitycouncil.com/your-council/funding/sustainable-city-incentives-scheme/

Action		Examples	Link
Power council operations by renewable energy	Set targets to increase the level of renewable power for council operations and the broader community over time.	Australian Capital Territory set a goal for 100% renewable energy by 2020 delivered by a series of reverse auctions for renewable energy.	https://www.climatecouncil.org.au/act-report
	Power operations directly by renewable energy (with solar PV or wind).	Sunshine Coast Council in QLD developed the Valdora solar farm to power council operations. Cockburn in WA is using geothermal heating for its sporting complex.	https://www.sunshinecoast.qld.gov.au/Council/Planning-and-Projects/Major-Regional-Projects/Sunshine-Coast-Solar-Farm http://www.cockburn.wa.gov.au/Council_Services/Environment/Renewable_Energy/
	Install renewable energy (solar PV and battery storage) on council buildings for example childcare facilities, libraries, street lighting, recreation centres, sporting grounds, and council offices.	Bathurst in NSW installed solar systems across nine council buildings. Leichardt Council in NSW installed solar systems on 17 council buildings. Solar and battery storage installed on government buildings in Adelaide.	https://www.bathurst.nsw.gov.au/environment/energy-sustainability/solar-power-on-council-buildings.html http://www.leichardt.nsw.gov.au/Environment---Sustainability/Projects-and-Programs/Council-Solar-Panels http://www.premier.sa.gov.au/index.php/tom-koutsantonis-news-releases/896-zen-energy-to-install-1m-battery-storage-on-government-owned-buildings
	Opening up unused council managed land for renewable energy.	Cambelltown in SA supporting a community owned solar project utilising the rooftops of local government buildings.	http://www.campbelltown.sa.gov.au/cos
Identify opportunities to turn waste to energy	Explore options for bioenergy or energy from municipal waste streams. Alternative waste treatments such as biogas production and combustion are included as eligible activities under the Commonwealth Emissions Reduction Fund.	Pilbara waste to energy project. Port Hedland and East Pilbara councils (WA) partner with New Energy for 16.6MW municipal waste to gas project using low temperature gasification technology. The CEFC funded project will divert 30-40,000 tonnes of waste from landfill.	http://www.porthedland.wa.gov.au/news/3009/port-hedland-becomes-australias-first-local-government-to-power-assets-from-waste
Landfill gas methane flaring or capture for electricity generation	Activities include installing, upgrading or recommissioning a landfill gas collection system, collecting the landfill gas from the landfills or combusting the collected landfill gas.	Hawkesbury Council secured CEFC funding partnering with Landfill Gas Industries to operate a methane gas flare at its South Windsor Waste Management facility. Emissions Reduction Fund (ERF) contracts for abatement generated.	https://www.cefc.com.au/media/107390/cefc-factsheet_lgi_lr.pdf

Examples: renewable energy action

Action		Examples	Link
Collective tendering	Facilitate large energy users collectively tendering and purchasing renewable energy at a low cost.	The Melbourne Renewable Energy Project involves bringing together a number of large energy users to collectively tender for renewable energy.	http://www.melbourne.vic.gov.au/business/sustainable-business/Pages/melbourne-renewable-energy-project.aspx
Powering electric vehicles with renewable energy	Electrify transport systems such as council buses and fleet vehicles and power these by 100% renewable energy.	Adelaide, SA solar-powered "Tindo" bus. Moreland City Council in Victoria is integrating electric cars into council's fleet	http://www.adelaidecitycouncil.com/assets/acc/Environment/energy/docs/tindo_fact_sheet.pdf http://www.moreland.vic.gov.au/parking-roads/transport/electric-vehicles/
Lobby to address barriers	Lobby electricity providers and state government to address barriers to renewable energy take up at the local level (whether these be planning, technical, economic or policy related).	Victorian councils called for planning protection to prevent solar panels from overshadowing.	http://www.heraldsun.com.au/leader/east/calls-for-statewide-protection-of-solar-panels-from-overshadowing-from-multi-storey-development/news-story/4f28125a5d0db4dc22c7200aed4e8736

Examples: energy efficiency actions

Action		Examples	Link
Promote energy efficiency - both at the residential, commercial and larger scale	Hire an internal energy efficiency support officer or establish an independent body.	Examples include: Moreland Energy Foundation, Victoria. Yarra Energy Foundation, Victoria.	http://www.mefl.com.au/ http://www.yef.org.au/
	Encourage local businesses, community facilities and residents to take up energy efficiency measures by providing incentives (such as grants, solar bulk buy schemes or flexible payment options).	Adelaide City Council in SA has a Sustainability Incentives Scheme for local residents.	http://www.adelaidecitycouncil.com/your-council/funding/sustainable-city-incentives-scheme/
Energy efficiency in council operations	Adopt best practice energy efficiency in council buildings.	City of Gosnell's community facility incorporated sustainable design. City of Wollongong updated an aging building to achieve a 5 Star Green Star rating.	http://new.gbca.org.au/showcase/projects/mills-park-community-facility/ http://new.gbca.org.au/showcase/projects/wollongong-city-council-administration-building/
	Public lighting can use a large proportion of a city's energy budget - roll out energy efficient lighting (particularly street lighting) across the municipality.	Victor Harbour, SA Hybrid (wind and solar) street lighting with battery storage, and potential to power gophers, solar bollards.	https://www.victor.sa.gov.au/solar

Action		Examples	Link
Create of a Revolving Energy Fund to finance internal projects and receive energy savings	Green energy, sustainability or revolving energy funds are financial mechanisms, whereby the savings made as a result of sustainability initiatives are diverted into a designated fund to provide financial support for future sustainability initiatives.	Penrith Council's Sustainability Revolving Fund was created in 2003 and has funded 42 projects to date.	www.penrithcity.nsw.gov.au/Documents/Waste-and-Environment/Sustainability-Revolving-Fund-Guidelines-July-2013/

Examples: sustainable transport actions

Action		Examples	Link
Promote sustainable transport options in the community	Provide fast-charging infrastructure (powered by 100% renewable energy) throughout the city at key locations for electric vehicles.	City of Moreland has installed a network of public electric car charging stations.	http://www.moreland.vic.gov.au/parking-roads/transport/electric-vehicles/
Promote sustainable transport options within council	Ensure Council fleet purchases meet strict greenhouse gas emissions requirements and support the uptake of electric vehicles (powered by renewable energy).	Manningham's Climate 2020 action plan targets 100% of fleet cars to be green electric vehicles by 2020.	http://www.manningham.vic.gov.au/climate-and-energy
	Provide fast-charging infrastructure throughout the city at key locations for electric vehicles.	Cockburn, WA 100% solar powered electric vehicle charging stations.	www.cockburn.wa.gov.au/council_services/environment/renewable_energy/
	Provide for adequate cycle lanes (both space and connectivity) in road design and supporting cyclists through providing parking, and end-of-ride facilities (covered, secure bike storage, showers, bicycle maintenance and incentives).	Melbourne City Council has a detailed bicycle plan outlining a number of actions to increase cycling's mode share.	http://www.melbourne.vic.gov.au/SiteCollectionDocuments/city-of-melbourne-bicycle-plan-2016-2020.pdf
Waste collection fleet conversion to hydrogen fuelled or electric power	Conversion of heavy vehicle fuel source from diesel to lower and zero emissions fuels.	<p>International case study Waste Management Auckland is trialling an electric food waste collection truck with Countdown supermarkets. To be joined by a side-loader waste collection truck for residential kerbside wheelie bin collection in Auckland & Christchurch.</p> <p>Domestic case study Moreland City Council (Vic) to build emissions free waste collection trucks by 2020</p>	<p>http://www.sustainabilitymatters.net.au/content/energy/news/electric-vehicle-dedicated-to-waste-collection-launched-in-nz-1262148269</p> <p>http://www.abc.net.au/news/2017-08-05/zero-emissions-garbage-trucks-moreland-city-council/8777900</p>

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Cities Power Partnership

cpp@climatecouncil.org.au
citiespowerpartnership.org.au

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Conservation and Environment Committee	
Mtg Date: 13.08.18	OAR: YES
Authorisation: Bryce Hines	

EKC: EKC

H:\departmental\committee reports\1807EKC RSPCA Koala Fodder CR.doc

27 July 2018

MEMORANDUM

TO: CHIEF OPERATING OFFICER (WORKS PARKS AND RECREATION)

FROM: ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

RE: REQUEST FOR A KOALA FODDER PLANTATION AT REDBANK RIFLE RANGE
DIVISION 3

INTRODUCTION:

This is a report by the Acting Sport Recreation and Natural Resources Manager dated 27 July 2018 concerning a request received from RSPCA Queensland to plant koala fodder trees at Redbank Rifle Range.

BACKGROUND:

In March 2018, Council received an email from RSPCA Queensland with an attached letter from Leeanne Enoch MP, Minister for Environment and the Great Barrier Reef, Minister for Science and Minister for the Arts (Attachment A) concerning securing land at Redbank to grow koala fodder trees.

The letter made mention that the RSPCA should contact Council, as the trustee and responsible land manager of the Redbank Rifle Range, to discuss the matter further.

An initial meeting was held in May with representatives from Council and the RSPCA, with an outcome for Council to provide advice on the suitability of this site for the proposed purpose of planting koala fodder trees. The RSPCA expressed that the site was desirable for the following reasons:

- Proximity of the site to the wildlife hospital located at Wacol
- Accessibility to the site for volunteers to collect fodder
- Availability of water on-site
- Suitable area for the RSPCA to plant approx. two – three acres for koala fodder trees

SUMMARY OF THE SITE CONSTRAINTS AND OPPORTUNITIES:

The suitability of the Redbank Rifle Range as a koala fodder plantation site has been assessed against the Ipswich Planning Scheme, land tenure, and proposed future use. The following is a summary of that assessment.

Ipswich Planning Scheme

- The land identified as the Redbank Rifle Range is zoned as 'Recreation' and 'Conservation' (Attachment B). It is considered that the growing of fodder trees could be defined as agriculture under the Ipswich Planning Scheme. Agriculture is:

Exempt if –

- The lot is one hectare or more in area; and
- Does not involve fruit farming or turf farming within 8km of RAAF Base Amberley; and
- Does not involve the clearing of more than 0.5 hectares of native vegetation in any five year period; and
- Where involving vegetation clearing, complies with the acceptable solutions applicable to clauses (1) to (3) in column 2 of Table 12.4.1 in the Vegetation Management Code (Part 12, division 4)

Otherwise Code Assessable.

- The southern portion of the site is impacted by OV1 the character places overlay, Historic Miscellaneous and Indigenous Heritage (Attachment C). The growing of fodder trees is not considered to be impacted by this constraint however, there may be Indigenous values to be resolved before proceeding.
- The southern portion of the site is impacted by OV3 Mining Constrained area (Attachment D). The growing of fodder trees is not considered to be impacted by this constraint.
- The site is impacted by OV5 1 in 20 Development Line, the Adopted Flood Regulation Line and Urban catchment flow path constrained area (Attachment E). Provided earthworks have no detrimental impacts on these constraints the growing of fodder trees is not considered to be impacted by this constraint.
- The southern portion of the site is impacted by OV7E Unexploded Ordinance Warnings required constrained area (Attachment F). Subject to the resolution of unexploded ordinance constraints the growing of fodder trees is not considered to be impacted by this constraints.
- The site is identified in the LGIP as a Citywide Sportsground (Attachment G). The growing of fodder trees would preclude the delivery of the sportsground to the required desired standards of service.

Land Tenure

- Lot 2 SP265707 is Council freehold land acquired in 2017 (Attachment H) and is zoned Recreation.
- Lot 2 SP229584 is State Land to which Council is the Trustee and the permitted use is Sport and Recreation. A koala fodder plantation does not comply with this use and will therefore not be permissible on this lot unless with prior consent and approval from the State Government.



Proposed Future Use

At the Parks, Sport and Recreation Committee No. 2010(02) of 15 February 2010 and Council Ordinary Meeting of 23 February 2010, a report was presented concerning the master planning of the Redbank Rifle Range as a suitable site for the development of a regional cycling facility, capable of accommodating a range of competitive and non-competitive road cycling and related wheeled sports activities (Attachment I).

The master plan presents two preferred options taking into consideration the site constraints. Both options cover the majority of the site (Attachment J and K).

A koala fodder plantation would impact the proposed future use of the site as a regional cycling facility, as shown in the Redbank Rifle Range Master Plan report. However, there may be scope for a small plantation area to the north of the proposed criterium track shown on below map.



OPTIONS:

Should it be considered that the use of the Redbank Rifle Range for a koala fodder plantation is inconsistent with the land tenure and proposed future use, Council may choose to consider options in consultation with the RSPCA.

A couple of alternative sites have been identified, as listed below. A full assessment of the suitability of these sites, including constraints, is still to be undertaken.

50 Duncan Street, Riverview Lot 900SP283619

Owner: Ipswich City Council as trustee

Trust purpose: for use by the local community as a park, public gardens or public recreation space, or for leisure or other recreational facilities and/or for water management.

Total Area: 75,070m²

Map: Attachment L

129 Brisbane Road, Riverview Lot 25RP124952

Owner: Ipswich City Council

Current use: Greenfleet carbon offset planting across the majority of the site, other areas may be flood constrained

Total Area: 70,590m²

Map: Attachment M

65 Mill Street, Goodna Lot 203SP234923

Owner: Ipswich City Council

Current use: vacant land previously purchased by Ipswich Rivers Improvement Trust for flood mitigation

Total Area: 18,010m²

Map: Attachment N

BENEFITS TO COMMUNITY AND CUSTOMERS:

Over 400 koalas are treated each year through local wildlife hospitals including the one located at RSPCA Wacol. Koalas in care require access to clean, fresh fodder on a daily basis. The majority of fodder collection is undertaken by volunteers who need access to suitable locations in close proximity to the hospital.

Many of the koalas treated in wildlife hospitals come in to care from urban areas where they are prone to disease and injury as a result of car strike, dog attack and habitat lost.

Council recently adopted the Ipswich Koala Conservation and Habitat Management Plan (KCHMP), outlining a goal to increase and improve koala populations and their habitat across the city. Council's support to the RSPCA in providing a suitable location for a fodder plantation would assist in achieving the goals of the KCHMP.



CONCLUSION:

Council has been approached by the RSPCA on behalf of the Wacol Wildlife Hospital to plant a koala fodder plantation on the Redbank Rifle Range. This site meets the criteria for the hospital, including its close proximity to Wacol.

The Redbank Rifle Range Master Plan was adopted by Council in 2010, identifying the site as a future regional cycling facility. The planting of a koala fodder plantation would impact on this future use. As such, a number of alternative sites have been identified for discussion with the RSPCA and further assessment of their suitability as potential fodder plantation sites.

ATTACHMENTS:

Name of Attachment	Attachment
Letter from Leeanne Enoch MP, Minister for Environment and the Great Barrier Reef, Minister for Science and Minister for the Arts	 Attachment A
Redbank Rifle Range – land use zoning	 Attachment B
Redbank Rifle Range - OV1 the character places overlay, Historic Miscellaneous and Indigenous Heritage	 Attachment C
Redbank Rifle Range - OV3 Mining Constrained	 Attachment D
Redbank Rifle Range - OV5 1 in 20 Development Line	 Attachment E
Redbank Rifle Range - OV7E Unexploded Ordinance Warnings	 Attachment F
Redbank Rifle Range - LGIP as a Citywide Sportsground	 Attachment G
City Management, Finance and Community Engagement Board 22 May 2017	 Attachment H
Parks, Sport and Recreation Committee No. 2010(02) of 15 February 2010 and Council Ordinary Meeting of 23 February 2010 report	 Attachment I
Preferred Option A	 Attachment J
Preferred Option B	 Attachment K
50 Duncan Street, Riverview Lot 900SP283619	 Attachment L

129 Brisbane Road, Riverview Lot 25RP124952	 Attachment M
65 Mill Street, Goodna Lot 203SP234923	 Attachment N

RECOMMENDATION:

- A. That Council approve an on-site assessment of the area north of the proposed criterium track as shown in Preferred Option A (Attachment J) of the Redbank Rifle Range Master Plan to determine if this would be suitable in size and accessibility as a potential koala fodder plantation.
- B. That Council agree to undertake further assessment of the alternative sites, as identified in the report by the Acting Sport Recreation and Natural Resources Manager dated 27 July 2018, in consultation with the RSPCA to identify if these locations are suitable as potential koala fodder plantations.
- C. That the Chief Operating Officer (Works Parks and Recreation) present a report with recommendations for the proposed koala fodder plantation site to a future Conservation and Environment Committee meeting.

Kaye Cavanagh

ACTING SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendation/s contained in this report.

Bryce Hines

CHIEF OPERATING OFFICER (WORKS PARKS AND RECREATION)



Minister for Environment and the Great Barrier Reef,
Minister for Science and Minister for the Arts

Ref CTS 31636/17

1 William Street Brisbane Qld 4000
GPO Box 2454 Brisbane
Queensland 4001 Australia
Telephone +61 7 3719 7140
Email environment@ministerial.qld.gov.au

05 MAR 2018

Mr Mark Townend
Chief Executive Officer
The Royal Society for the Prevention
of Cruelty to Animals Queensland Ltd
Locked Bag 3000
ARCHERFIELD QLD 4108

Dear Mr Townend

Mark,

Thank you for your email of 3 November 2017 to the Honourable Dr Steven Miles MP, Minister for Environment and Heritage Protection, Minister for National Parks and the Great Barrier Reef concerning securing land at Redbank to grow koala fodder trees. As this matter falls within my portfolio responsibilities, your correspondence has been forwarded to me for consideration.

As advised in the former Department of Environment and Heritage Protection's (EHP) response to you dated 23 November 2017, the Queensland Government was in caretaker mode at that time and unable to respond in full. As the caretaker period has now passed, I can now respond to your query.

I am advised that EHP responded to your letter of 21 December 2016 on 24 January 2017 (please see copy enclosed) advising that you contact the Ipswich City Council (ICC), as the trustee and responsible land manager for the former Redbank Rifle Range.

ICC advised that it would welcome a meeting with, or correspondence from, the RSPCA regarding this opportunity, and asked that you contact Ms Kaye Cavanagh, Sport, Recreation and Natural Resources Manager, ICC, by email at kaye.cavanagh@ipswich.qld.gov.au or on telephone (07) 3810 6666.

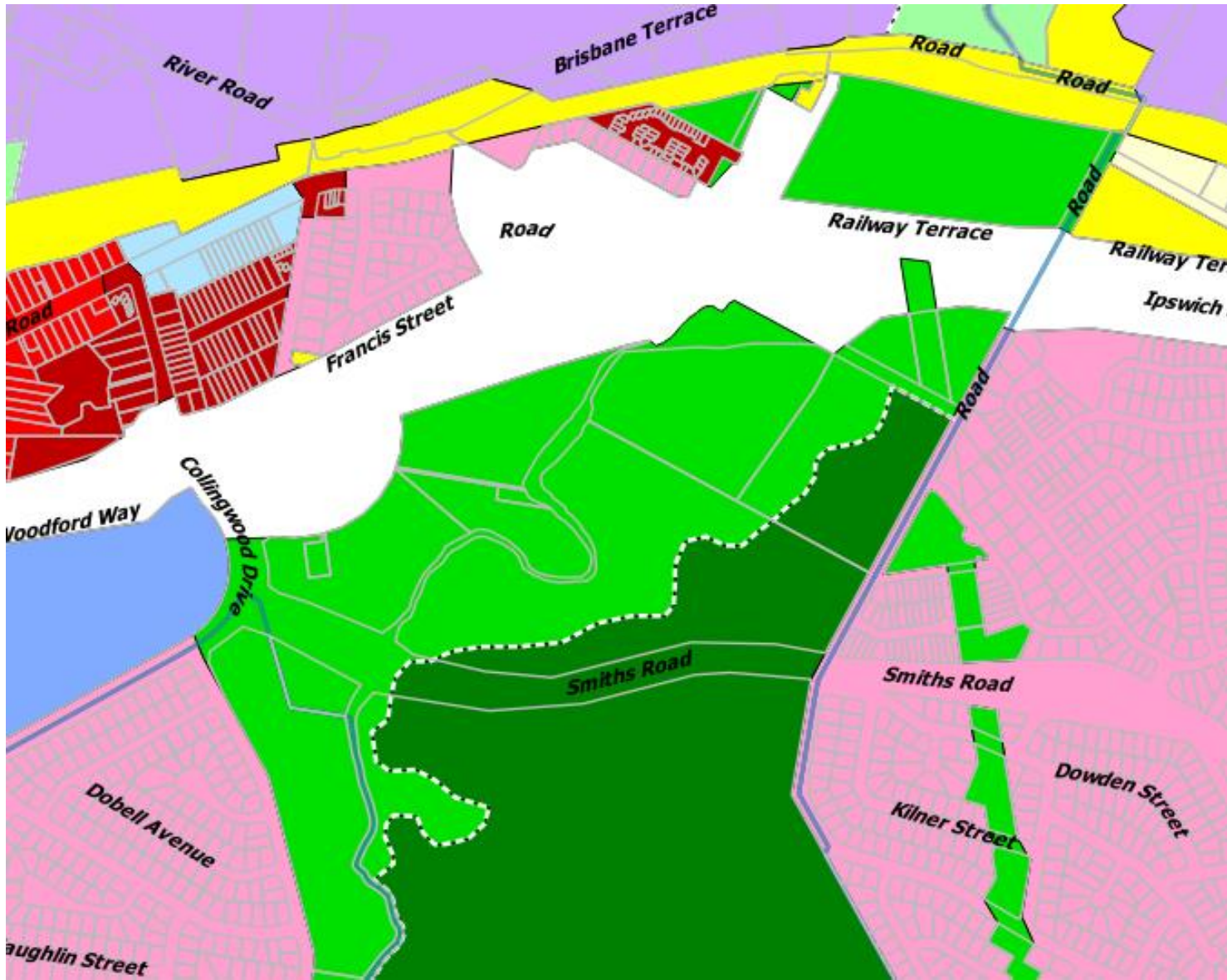
If you require any further information, please contact Ms Julie Hoek, Acting Program Coordinator, Conservation and Biodiversity Operations of the Department of Environment and Science by email at julie.hoek@ehp.qld.gov.au or on telephone (07) 3330 5503.

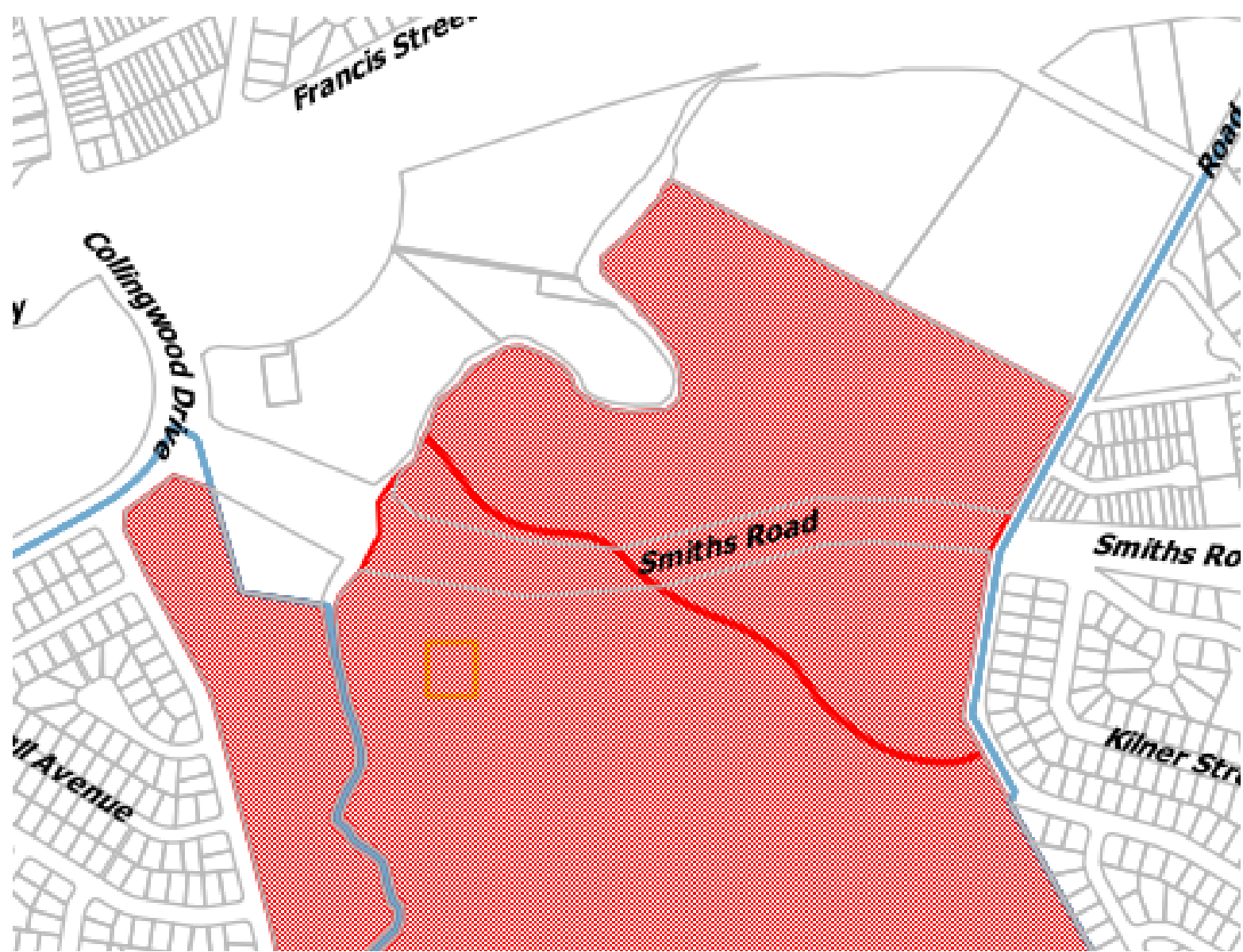
Yours sincerely


Leeanne Enoch MP

**Minister for Environment and the Great Barrier Reef,
Minister for Science and Minister for the Arts**

Encl. 1





Francis Street

Collingwood Drive

Smiths Road

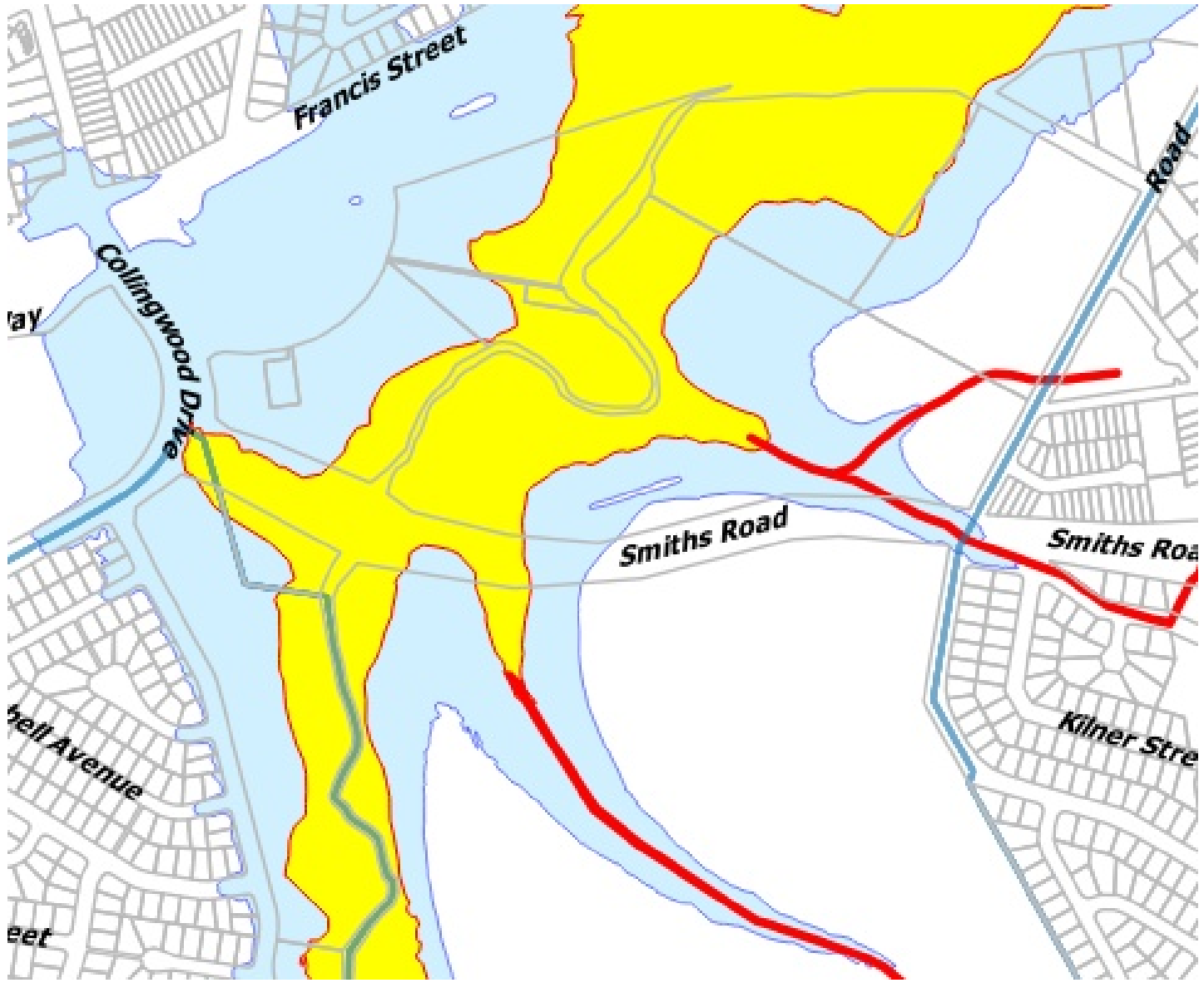
Smiths Road

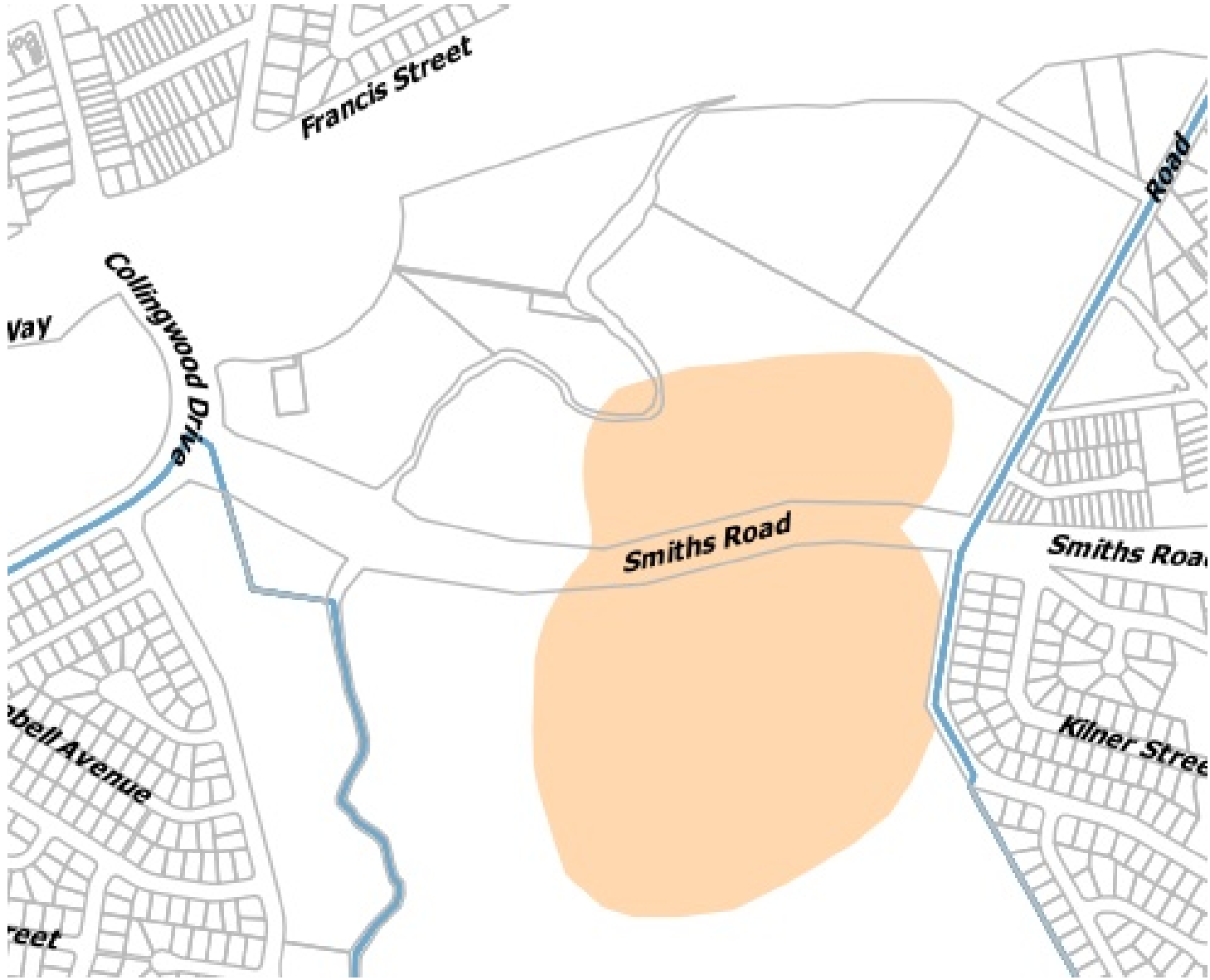
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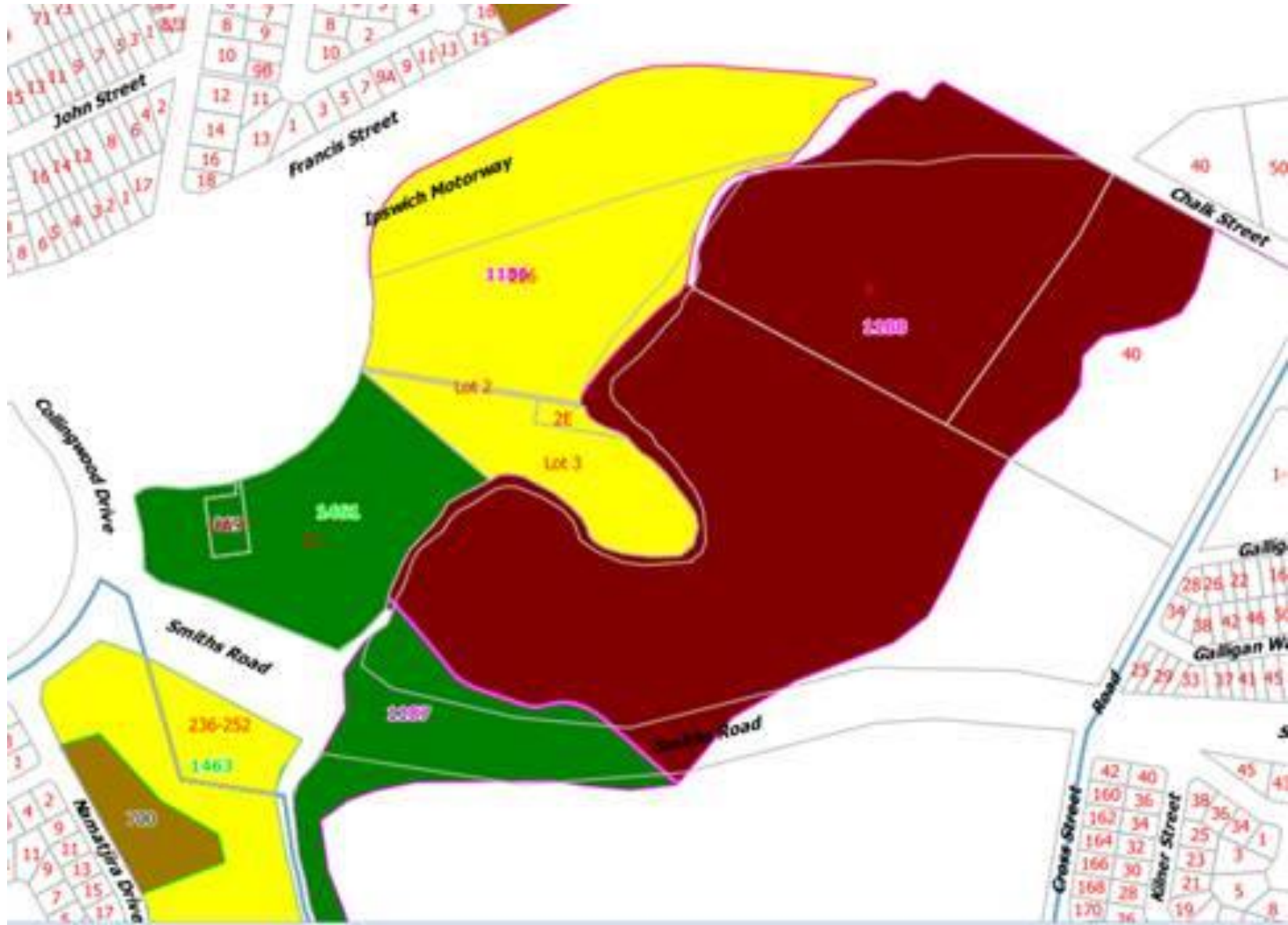
... Avenue

... Road









City Management, Finance and Community Engagement Board	
Mtg Date: 22.05.17	OAR: YES
Authorisation: Andrew Roach	

27 April 2017

MEMORANDUM

TO: CHIEF FINANCIAL OFFICER

FROM: SENIOR PROPERTY OFFICER

RE: ACQUISITION OF VACANT LAND – 9 CHALK STREET, REDBANK DESCRIBED AS
LOT 2 RP265707
DIVISION 2

INTRODUCTION:

This is a report by the Senior Property Officer dated 27 April 2017 concerning the acquisition of land described as Lot 2 RP265707 located at 9 Chalk Street, Redbank.

BACKGROUND:

On 21 February 2017, the above mentioned property was declared surplus on the Government Land Register by the State of Queensland, represented by the Department of Transport and Main Roads. Council confirmed an interest in this site on the basis of Council's contiguous ownership of the adjoining properties. Please refer to the attached Location plan – Attachment A.

The subject property is 5.091 hectares in area, vacant land and zoned Recreation. The site is constrained by flood and mining. Refer to the attached Site Plan – Attachment B.

On 23 March 2010, Council endorsed the Redbank Rifle Range Concept Masterplan Report. This Masterplan incorporated the subject property and provided a rationale and detailed site analysis. The report concluded that the primary use for the entire site would be recreation including the provision for a sealed Criterium Track, Club House, Competitive Road Cycling, and Recreational Cycling, Wheel Chair recreational activities, Mountain Biking, Cross Country, Walking, Bushwalking activities, Running Tracks, Orienteering facilities and a significant retention of native local Bushland. A secondary use for the entire site would be for conservation uses. The Redbank Rifle Range Land is an area of unique environmental and historical significance which will be appropriately managed to provide a balance of community and recreational facilities whilst maintaining environmental sensitivity.

NEGOTIATIONS:

Property Services entered into negotiations with DTMR and it has been agreed that an Inter-agency transfer at market value would be the best approach. DTMR and Council agreed on the Valuer and methodology in order to obtain a current market valuation.

The market valuation equates to \$100,000 (including GST), reflecting an overall rate of \$2/sq.m. (including GST). Property Services have reviewed this valuation and concur with the findings.

CONCLUSION:

It is recommended that Council proceed to acquire this property under Program 30 in line with the other parcels of land surrounding the subject property for the purpose of open space parkland, sport and recreation at an agreed market value of \$100,000 (including GST).

CONSULTATION:

Consultation has been undertaken with the divisional Councillor.

ATTACHMENTS:

Name of Attachment	Attachment
Attachment A – Locational Plan	Attachment A
Attachment B - Site Plan	Attachment B
Attachment C - Approved Concept Plan A	Attachment C
Attachment D - Market Valuation	Attachment D

RECOMMENDATION:

- A. That Council resolve to enter into a contract of sale for the area of vacant land located at 9 Chalk Street, Redbank described as Lot 2 RP265707 for \$100,000.00 (including GST).
- B. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the sale agreement and to do any other act necessary to implement Council’s decision in accordance with section 13(3) of the *Local Government Act 2009*.

Leisa Liggett
SENIOR PROPERTY OFFICER (PROPERTY SERVICES)

I concur with the recommendations contained in this report.

Craig Maudsley
CHIEF OPERATING OFFICER (WORKS PARKS AND RECREATION)

I concur with the recommendations contained in this report.

Andrew Roach
CHIEF FINANCIAL OFFICER

TITLE

9 Chalk Street Redbank



IPSWICH CITY COUNCIL

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Scale 1:11,611

Metres



Metres 200 400 600

Printed Date: 27 Apr 2017



IPSWICH CITY COUNCIL PROPERTY PLAN

Lotplan 2SP265707
Suburb/Locality: REDBANK

Division: 2

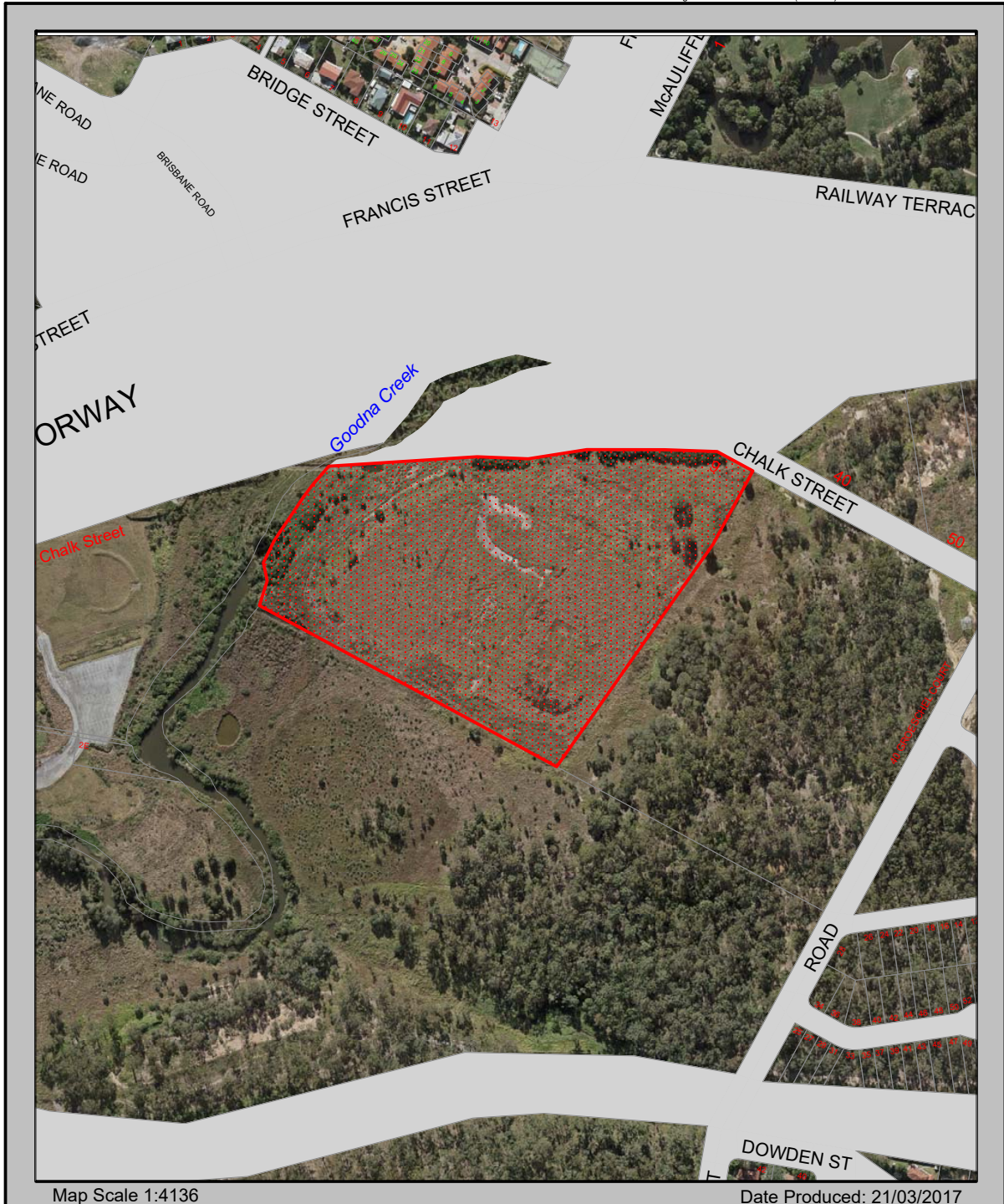
Title Area: 50910 m2

Tenure: FH



Owner: Department Of Main Roads
Address: 9 CHALK STREET REDBANK QLD 4301

While every care is taken by Ipswich City Council (ICC) and Department of Environment and Resource Management (DERM) to ensure the accuracy of this data, ICC and DERM jointly and severally make no representations or warranties about its accuracy, reliability, completeness, or suitability for any particular purpose and disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate or incomplete in any way and for any reason. Based on data provided with the permission of the Department of Environment and Resource Management : Cadastral Data (03/2014)



Map Scale 1:4136

Date Produced: 21/03/2017