



**MITIGATION ACTIVITY FUND (MAF)
GRANTS PROGRAM
2023/24 Round 1**

GRANT AGREEMENT
Shire of Serpentine Jarrahdale

July 2023

THIS GRANT AGREEMENT is made on [insert date and year].

BETWEEN:

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

and

**Shire of Serpentine Jarrahdale ABN: 98 924 720 841
("Organisation")**

RECITALS

The Organisation has applied to DFES for financial assistance to undertake the Approved Purpose and DFES has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

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

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

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

Audit means the verification and certification the Grant has been spent in accordance with this agreement by either an independent registered company auditor (as defined by the Corporations Act 2001) or the Office of the Auditor General for Western Australia.

Auditor means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA).

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

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

Grant means the amount or amounts specified in Item 7(a) of Schedule 1.

Party means each of DFES or the Organisation as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken using the Grant.

2. PAYMENT OF GRANT

Subject to the terms and conditions of this Agreement, DFES will pay to the Organisation the Grant in accordance with Item 7(b) of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant

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

3.2 No Changes

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

3.3 No Endorsement

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

3.4 Acknowledgement of Grantor

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

3.5 Request for Information

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

3.6 Accounts and Reporting

- (a) The Organisation is to provide progress reports, evaluation reports and financial statements as specified in Schedule 1, or such additional information as requested by DFES.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.
- (c) All reporting of financial information is to be certified by the Chairperson, CEO or equivalent of the Organisation.

3.7 Special Conditions of Grant

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

3.8 General Undertaking of Organisation

The Organisation must:

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

4. REPAYMENT AND RETENTION OF GRANT

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

5. LIMITATION OF LIABILITY

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

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

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that DFES may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.

- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

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

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

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by DFES;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001* (Cth); or
- (c) if DFES has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, DFES may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant amount until the Event of Default is remedied.

8.3 Recommencement of Grant Payment

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

8.4 Acquittal

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

9. RELATIONSHIP

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

10. WAIVER

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

11. ENTIRE AGREEMENT

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

12. VARIATION

Any variations, including changes to financial, timeframes or treatment details must be requested and approved in writing, prior to the delivery of the treatment. Where the variation has not been approved, the Department of Fire and Emergency Services may withhold final payment, with the cost to be the responsibility of the Organisation.

13. DISPUTE RESOLUTION

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

During the final acquittal, DFES Regional Staff will be requested to confirm that all treatment activities have been undertaken and objectives have been met as described in the Grant Agreement. If a treatment has not met the objective, funding will not be paid until the treatment is completed to DFES satisfaction. If the parties do not agree that the treatment has met the objective, as described in the Grant Agreement, the treatment will be re-assessed by an independent body before funds are released for that treatment.

Executed by the Parties hereto:

For and on behalf of DFES:

<p>_____</p> <p>Signature of Authorised Person</p>	<p style="text-align: center;">Murray Carter</p> <p>_____</p> <p>Print full name of Authorised Person</p>
<p>Dated _____</p>	<p>Executive Director – Rural Fire Division Department of Fire and Emergency <u>Services</u></p> <p>_____</p> <p>Position of Authorised Person</p>

For and on behalf of the Organisation:

<p>_ Click or tap here to enter text _</p> <p>Signature of Authorised Person</p>	<p>Click or tap here to enter text.</p> <p>Print full name of Authorised Person</p>
<p>Click or tap here to enter text.</p> <p>Dated</p>	<p>Click or tap here to enter text.</p> <p>Position of Authorised Person</p>

SCHEDULE 1

DEFINITION OF PROJECT OR SERVICE TO BE FUNDED

1. APPROVED PURPOSE OF THE GRANT

This grant is provided as part of the Department of Fire and Emergency Services' Mitigation Activity Fund (MAF) Grants Program to support building the fire management capacity and overall resilience of communities.

Funds are to be used for on-ground works to mitigate extreme, very high and high risks on land that is State owned and managed by the Local Government (the land must not be managed by another State Department).

2. PROJECT DEFINITION AND/OR ANTICIPATED ACTIVITIES

This Organisation will use the Grant solely to undertake the treatment activities detailed in appendix 1, as outlined in the MAF Grant Application submitted by the Organisation.

3. AGREEMENT TERM

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

In this context, Acquittal means that DFES has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

All physical works are to be completed by 30 June 2024.

4. SPECIAL CONDITIONS OF THE GRANT

- a) Payment of this funding is subject to the acquittal of previous MAF grant funding.
- b) The Organisation will ensure that all personnel performing works in relation to this agreement are appropriately qualified and equipped to perform the work.
- c) Adequate insurance will be maintained for the duration of this project, with proof to be provided to DFES if requested.
- d) All required permits are the responsibility of the Organisation (including, but not limited to clearing permits, heritage surveys and environmental surveys). Allocation of funding does not negate the need for adherence to statutory requirements.
- e) Funding is for use on State Land managed by Local Government only. If any portion of the treatment crosses another tenure/interest, express permission from the owner/holder of that other interest, must first be obtained by the Local Government. This includes (but is not limited to) easements, public access walkways and right of ways.

- f) It is the LGs responsibility to ensure protection of all sites. Appropriate stakeholder engagement should be undertaken on matters of environmental and cultural significance.

5. NOTICE ADDRESSES

- (a) Department of Fire and Emergency Services
Rural Fire Division
20 Stockton Bend
Cockburn Central WA 6164
Email: MAFGP@dfes.wa.gov.au
- (b) Shire of Serpentine Jarrahdale
6 Paterson Street Mundijong WA 6123
info@sjshire.wa.gov.au
08 9526 1111

6. ACKNOWLEDGEMENT OF GRANTOR

Acknowledgment of the contribution from Department of Fire and Emergency Services must appear on all material relating to the project, in the form approved by Department of Fire and Emergency Services prior to release of such material.

7. GRANT AMOUNT AND METHOD OF PAYMENT

- (a) DFES will pay **\$500,000.00** (exclusive of GST) in two instalments.
- (b) Payment of the Grant under this Agreement will be by way of instalment:
- i. Instalment 1 comprising 50% of the amount shown in Item 7(a) of this schedule after the Parties have executed the Agreement.
 - ii. Instalment 2 comprising the residual, as indicated by the Final Financial Report, certified in accordance with this agreement, up to a maximum of 50% of the amount shown in Item 7(a) of this schedule, after Acquittal.
- (c) The Grant will be expended to undertake the treatments specifically outlined in appendix 1, providing they did not commence prior to the date of execution of this Agreement.
- (d) Any unexpended funds held by the Organisation will be returned to DFES within 30 days acquittal.
- (e) The Organisation must keep adequate financial accounts and records to enable identification of the grant, payments and receipts.

8. FINAL FINANCIAL STATEMENT

The Final Acquittal Declaration is to be certified by the Chairman, CEO or equivalent of the Organisation.

9. PROGRESS REPORTS

The Organisation will provide a Progress Report (generated from the Bushfire Risk Management System (BRMS) and advise the status of each treatment activity detailed in Appendix 1. This will be requested by DFES midway through the funding round and shall be submitted by the Organisation with 30 days of receiving such request.

10. FINAL REPORT

A final report is to be returned to DFES upon funding round completion comprising of the following documents:

- (a) Final Acquittal report (generated from the BRMS), which will include an expenditure statement detailing actual expenditure,
- (b) Evidence of all expenditure (e.g. invoices, screen shots of internal financial system showing transactions),
- (c) Signed financial acquittal declaration.

**Appendix 1
MITIGATION ACTIVITY FUND (MAF)
GRANTS PROGRAM
GRANT AGREEMENT 2023/24 ROUND 1**

Treatment ID	Treatment Type	Treatment Objective	Primary Asset #	Primary Asset Name	Total
25106	Access - Install Fencing	installation of fencing around reserve including gates in order to place shire owned stock on the land for the continued management of fuel loadings to below 4t/ph. by grazing prior to the 23/24 bushfire season.	SJJD0410	Kooribinjal east	\$35,000.00
25107	Mechanical Works	mulching of verge therefore restructuring available fuels to allow for decreased fire activity along roadway increasing the possibility of using road as a strategic break and allowing safe pull off for attending emergency services prior to the 23/24 bushfire season.	SJBFD0034	515/547Nettleton Road	\$80,500.00
25108	Mechanical Works	mulching of verge therefore restructuring available fuels to allow for decreased fire activity along roadway increasing the possibility of using road as a strategic break and allowing safe pull off for attending emergency services prior to the 23/24 bushfire season.	SJBFD0033	10 Phillips Road	\$80,000.00
25282	Mechanical Works	mulching of reserve therefore restructuring available fuels to allow for decreased fire activity within reserve reducing impact to adjoining property and native flora and fauna prior to the 23/24 bushfire season.	SJMDJ0132	86-113 Keirnan Street Manjedal brook Reserve	\$50,000.00
25283	Planned Burning	low intensity burn to reduce available fuels to below 4t/ph across 80% of the reserve prior to the 23/24 bushfire season.	SJMDJ0132	86-113 Keirnan Street Manjedal brook Reserve	\$5,000.00
25284	Mechanical Works	mulching of reserve therefore restructuring available fuels to allow for decreased fire activity within reserve reducing impact to adjoining property and native flora and fauna prior to the 23/24 bushfire season.	SJMDJ0292	Cnr Keirnan & Paterson Street Manjedal brook reserve	\$30,000.00

Treatment ID	Treatment Type	Treatment Objective	Primary Asset #	Primary Asset Name	Total
25285	Planned Burning	low intensity burn to reduce available fuels to below 4t/ph across 80% of the reserve prior to the 23/24 bushfire season.	SJMDJ0292	Cnr Keirnan & Paterson Street Manjedal brook reserve	\$2,000.00
25293	Mechanical Works	mulching of reserve therefore restructuring available fuels to allow for deceased fire activity within reserve reducing impact to adjoining businesses and native flora and fauna prior to the 23/24 bushfire season.	SJJD0233	Nettleton Road & Alcoa Road	\$27,000.00
25297	Mechanical Works	mulching of verge therefore restructuring available fuels to allow for deceased fire activity along roadway increasing the possibility of using road as a strategic break and allowing safe pull off for attending emergency services prior to the 23/24 bushfire season.	SJBFD0042	608/713 Nettleton rd	\$80,500.00
25298	Mechanical Works	mulching of verge therefore restructuring available fuels to allow for deceased fire activity along roadway increasing the possibility of using road as a strategic break and allowing safe pull off for attending emergency services prior to the 23/24 bushfire season.	SJBFD0025	283 Nettleton Road	\$110,000.00
Allocated Amount					\$500,000.00