

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.

Executed by the Parties hereto:

For and on behalf of DFES:

Signature of Authorised Person

Murray Carter
Print full name of Authorised Person

Dated _____

Executive Director – Rural Fire Division
Department of Fire and Emergency
Services _____
Position of Authorised Person

For and on behalf of the Organisation:

_ Click or tap here to enter text _
Signature of Authorised Person

Click or tap here to enter text.
Print full name of Authorised Person

Click or tap here to enter text.
Dated

Click or tap here to enter text.
Position of Authorised Person

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 2022.

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.

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) Insert Organisation
Insert mail Address
Insert Email
Insert Phone

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 \$288,000.00 (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 2021/22 ROUND 1**

Treatment ID	Treatment Type	Treatment Objective	Primary Asset Name	Total
7718	Mechanical Works	To reduce fuel loads surrounding the Jarrahdale Communications Tower infrastructure and the surrounding cable mounting structures by tree lopping and forestry mulching to 30m from the tower and 8m from the support structures prior to the 2021/22 South Wes	Jarrahdale Communication Tower	\$ 55,000.00
7719	Mechanical Works	To reduce the fuel loads and provide vehicle access to the Reserve to allow for hazard reduction burning. 1. Uplifting of trees within the trail to 2m – 2.5m high to remove ladder fuel. 2. Removal of selective trees and uplifting of branches so an access	Salmon Bark Road, Coffey Road, Hall Road & Utley Road, Serpentine	\$ 27,000.00
7720	Fire Access Road / Track(s)	Installation of a crossover at drain for access for fire appliances and spray vehicle for ongoing maintenance prior to the 2021/22 South West bushfire season	Salmon Bark Road, Coffey Road, Hall Road & Utley Road, Serpentine	\$ 6,500.00
7721	Prescribed Burning	To reduce the fuel loads to under 4 tonnes per hectare by the use of low intensity hazard reduction burning prior to the 2021/22 South West bush fire season.	Salmon Bark Road, Coffey Road, Hall Road & Utley Road, Serpentine	\$ 1,300.00
7722	Fire Access Road / Track(s)	Install limestone track to reduce the spread of dieback by vehicle movement and allow access for fire appliances. This treatment will go hand in hand with future prescribed burns prior to 2021/22 South West bush fire season.	53 Turner Road	\$ 41,000.00
7726	Fire Access Road / Track(s)	Under pruning of vegetation in preparation for a prescribed burn.	Mead Street, Byford	\$ 4,500.00

Treatment ID	Treatment Type	Treatment Objective	Primary Asset Name	Total
7727	Prescribed Burning	To reduce ground fuel loads adjacent to assets on Mead Street, Byford to under 4 tonnes per hectare prior to the 2021/22 South West bush fire season.	Mead Street, Byford	\$ 3,000.00
7729	Access - Install Gates	Installation of gate to allow access by fire appliances and restrict off road vehicles thus reducing the risk of ignition prior to 2021/22 South West bush fire season.	55/65 Turner Road	\$ 2,000.00
7741	Prescribed Burning	Prescribed burning of the grass tree skirts to aid in reducing ground fuels to 4 tonnes per hectare prior to the 2021/22 South West bush fire season	55/65 Turner Road	\$ 2,200.00
8391	Mechanical Works	To under prune vegetation to a minimum height of 4.5m and minimum 4m width to allow access for emergency services vehicles prior to the 2021/22 South West bushfire season	Country Drive, Oakford Lots 101, 121, 122	\$ 5,000.00
8392	Mechanical Works	To reduce the fuel loads to under 4 tonnes per hectare by slashing and the use of a mower mulch prior to the 2021/22 South West bushfire season	Country Drive, Oakford Lots 101, 121, 122	\$ 5,000.00
8393	Mechanical Works	Installation of firebreak to provide access for emergency services vehicles prior to the 2021/22 South West bushfire season.	Country Drive, Oakford Lots 101, 121, 122	\$ 6,000.00
8398	Prescribed Burning	To reduce the fuel loads to under 4 tonnes per hectare by the use of low intensity hazard reduction burning prior to the 2021/22 South West bushfire season	Country Drive, Oakford Lots 101, 121, 122	\$ 5,000.00
8399	Chemical Works	To reduce weed growth across the prescribed burn area through the spraying of weeds	Country Drive, Oakford Lots 101, 121, 122	\$ 5,000.00
8408	Mechanical Works	To under prune vegetation to a height of 4.5m and a width of 4m to allow access for emergency service appliances	Nicholson Road West, Oakford	\$ 9,000.00
8411	Mechanical Works	To reduce the fuel loads to under 4 tonnes per hectare using a mower mulcher and slasher prior to the 2021/22 South West bushfire season	Nicholson Road West, Oakford	\$ 5,000.00

Treatment ID	Treatment Type	Treatment Objective	Primary Asset Name	Total
8413	Mechanical Works	Installation of firebreaks to allow access for fire appliances. This treatment will go hand in hand with prescribed burning prior to the 2021/22 South West bushfire season	Nicholson Road West, Oakford	\$ 5,000.00
8414	Prescribed Burning	To reduce ground fuel loads adjacent to assets to under 4 tonnes per hectare prior to the 2021/22 South West bushfire season	Nicholson Road West, Oakford	\$ 12,500.00
8416	Chemical Works	To reduce the regrowth of fuel by way of chemical spraying	Nicholson Road West, Oakford	\$ 3,000.00
8419	Mechanical Works	Under prune vegetation to a height of 4.5m with a width of 4m to enable access of emergency service appliances prior to the 2021/22 South West bushfire season	Nicholson Road to West, Oakford	\$ 9,000.00
8420	Mechanical Works	Mower mulch and slash vegetation to reduce fuels to 4 tonnes per hectare prior to the South West bushfire season	Nicholson Road to West, Oakford	\$ 2,000.00
8425	Mechanical Works	Installation of firebreak to enable access of emergency services appliances. This treatment goes hand in hand with future prescribed burn prior to the 2021/22 South West bushfire season	Nicholson Road to West, Oakford	\$ 3,000.00
8427	Prescribed Burning	To reduce ground fuel loads adjacent to assets to under 4 tonnes per hectare through the use of low intensity burning prior to the 2021/22 South West bushfire season	Nicholson Road to West, Oakford	\$ 8,000.00
8429	Chemical Works	Reduce ground fuels to under 4 tonnes per hectare through spraying toxic weeds and regrowth prior to the 2021/22 South West bushfire season	Nicholson Road to West, Oakford	\$ 5,000.00
8432	Mechanical Works	Installation of hardstand firebreak for fire appliances to protect properties currently not accessible by road. Access is boggy and is dangerous for larger 4WD appliances as they may get bogged. Treatment to be undertaken prior to the 2021/22 South West	Nicholson Road to West, Oakford	\$ 58,000.00
Allocated Amount				\$ 288,000.00