

ATTACHMENTS

WORKS AND SERVICES COMMITTEE MEETING

14 October 2015

5.30pm

City of Albany Council Chambers

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TRIM DOC# DIS STOUS
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TID 0369.



Grant Agreement

between
Western Australian Tourism
Commission
And
City of Albany

July 2015



THIS GRANT AGREEMENT is made on:

BETWEEN:

WESTERN AUSTRALIAN TOURISM COMMISSION, a body corporate under the Western Australian Tourism Commission Act 1983 (WA) of Level 9, 2 Mill Street, Perth, Western Australia, 6000, ABN: 95 468 665 662 (Tourism WA)

and

CITY OF ALBANY, a local government authority under the *Local Government Act 1995 (WA)* of 102 North Road, Yakamia Western Australia, 6330, ABN: 94 717 875 167 **(City of Albany)**

RECITALS

- (A) Tourism WA is responsible for promoting Western Australia as an attractive holiday, event, convention and incentive travel destination to the intrastate, interstate and international markets to enhance the tourism industry, infrastructure and product base.
- (B) Local governments role generally includes infrastructure and property services, including local roads, bridges, footpaths, drainage, waste collection and management and the provision of recreational facilities, such as parks, sports fields and stadiums, golf courses, swimming pools, sport centres, halls, camping grounds and caravan parks.
- (D) To enable the City of Albany and Shires of Denmark, Esperance, Jerramungup, Ravensthorpe and Plantagenet to enhance infrastructure required by visitors to camping grounds, Tourism WA will provide Funding as detailed in Schedule 1.
- (E) The parties agree that the following terms and conditions will apply to the payment of Funding by Tourism WA to the City of Albany to undertake the Project.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

Acknowledgement means a written or verbal acknowledgement in the form specified by Tourism WA and the Department of the financial contribution and assistance provided.

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

Acquittal occurs when Tourism WA has advised the City of Albany that the reports and financial information provided by the City of Albany and the Project Partners in accordance with clause 3.6 are satisfactory.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the National Institute of Accountants and who is independent from the City of Albany.

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.

Department means Department of Regional Development.

Grant Funds means the amount or amounts specified in item (B) of Schedules 1, 3, 4, 5, 6, 7 and 8.

Insolvency Event means the occurrence of an event or circumstance that has or may have an adverse effect on the commercial or financial viability of a party, the ability of a party to perform its obligations under the agreement, or the ability of a party to enforce its rights against the other party under or in connection with the agreement.

Obligations mean obligations under this Agreement.

Party means Tourism WA or the City of Albany as the context requires and Parties means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in item (A) of Schedules 3, 4, 5, 6, 7 and 8.

Project Budget means the budget for the Project set out at item (C) of Schedule 1.

Project Partners means the Shires of Denmark, Esperance, Jerramungup, Ravensthorpe and Plantagenet.

Royalties for Regions means the policy by that name that was endorsed by the Government of Western Australia on 13 October 2008 as varied from time to time and which is the responsibility of the Department to implement.

State means State of Western Australia.

- 1.2 In this Agreement, unless the contrary intention appears:
- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;

- other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to, this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a clause, document or agreement, including this Agreement, includes a reference to that clause, document or agreement as novated or amended from time to time;
- a reference to a statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party includes executors, administrators, permitted assigns and successors of that party;
- (h) 'including' means 'including without limitation';
- a reference to a thing includes each and every part of that thing and a reference to a group of things includes one or more members or parts of that group;
- (j) a reference to one gender includes the other gender and the neutral gender;
- (k) all provisions and stipulations expressly or impliedly set out in any schedule to this agreement are hereby included as terms of this agreement and therefore enforceable in accordance with their express or implied terms; and
- (i) a reference to dollars or \$ means Australian Dollars.

2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, Tourism WA will pay to the City of Albany the Grant Funds in accordance with the total grant funding specified in item (B) of Schedule 1.

3 OBLIGATIONS OF PARTIES

3.1 Use of Grant Payment

- a) The City of Albany will use the Grant Funds solely for the Project and subject to any other conditions set out in Schedule 1.
- b) The City of Albany must use the Grant Funds in a commercially prudent and responsible manner.

- c) The City of Albany must not exceed the expenditure set out in the Project Budget as specified in item (B) of Schedule 1.
- d) The City of Albany agrees to distribute the Grant Funds to the Project Partners in accordance with requirements of the City of Albany's Localised Purchasing and Purchasing Policies, subject to the conditions of this Agreement and as specified in item (B) of Schedule 1.
- e) Where the Grant Funds are paid to the City of Albany on behalf of the Project Partners, and one or more members of the Project Partners have withdrawn from the approved purpose of the Agreement, a statement of reconciliation must be certified by the City of Albany up to the date of the resolution to withdraw from the Project. This will detail funds unspent on behalf of the departing Project Partners.

3.2 No Changes

The City of Albany will not make any changes to the Project without the prior written consent of Tourism WA.

3.3 No Endorsement

The City of Albany agrees that nothing in this Agreement constitutes an endorsement by Tourism WA of any goods or services provided, purchased or commissioned by the City of Albany.

3.4 Acknowledgement

The City of Albany will acknowledge Tourism WA and Royalties for Regions funding of the Project in the manner set out in item (D) (vi) of Schedule 3.

3.5 Requests for Information

The City of Albany is to promptly provide Tourism WA with any documents or information relating to this Agreement or the Project on request. The City of Albany must ensure that all such documents and information are accurate, comprehensive, sufficiently detailed, up-to-date and in no way misleading or deceptive.

3.6 Accounts and Reporting

- (a) The City of Albany is to collate and provide the project reports and financial statements specified in item (D) Schedule 1 and item (E) Schedule 3.
- (b) The City of Albany is to keep proper, accurate and up-to-date financial records in accordance with generally accepted accounting principles and practices. Such records must be kept until at least five years after the date of Acquittal.

3.7 Special Conditions of Grant

The City of Albany agrees to comply with the special conditions (if any) specified in item (D) of Schedule 3.

3.8 General Undertaking of City of Albany

The City of Albany must:

- (a) at all times duly perform and observe its Obligations and will in sufficient detail promptly inform Tourism WA of any occurrence or non-occurrence which might adversely affect its ability to do so in a material way (and keep Tourism WA apprised of any and all developments as and when they occur).
- (b) undertake its Obligations 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.
- (d) comply with all State and Commonwealth laws, rules, regulations and bylaws;
- (e) cooperate fully with Tourism WA in the administration of this Agreement;and
- (f) upon reasonable notice, (except in the case of an actual or likely emergency in which case no notice has to be given) provide Tourism WA or its agents, with access at any reasonable time and from time to time to the City of Albany's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by Tourism WA in order to verify compliance by the City of Albany with this Agreement.

3.9 Directions

The City of Albany must promptly comply with all reasonable directions given to it by or on behalf of Tourism WA in connection with the Project or this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The City of Albany must promptly repay to Tourism WA any funds that Tourism WA has paid which are not used in accordance with this Agreement. Tourism WA may at any time request an audit of the expenditure of the grant funds and subsequently request that any residual funds be repaid to Tourism WA.

5. LIMITATION OF LIABILITY

Tourism WA does not accept any responsibility or liability for the success or otherwise of the Project and is not liable for any losses which may be suffered by the City of Albany in undertaking the Project.

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

- (a) The City of Albany acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that Tourism WA may publicly disclose information in relation to this Agreement, including its terms and the details of the City of Albany.
- (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 Auditor General Act 2006 and the Financial Management Act 2006 are not limited or affected by this Agreement.
- (c) The City of Albany must allow the Auditor General, or an authorised representative, to have access to and examine the City of Albany's records and information concerning this Agreement.

7. NOTICES

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

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in (f); or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in (f); or
 - (iii) sent by electronic mail transmission of the Party receiving the notice as set out in (f);
- (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;
 - (iii) in the case of facsimile, on the date of transmission;

- (iv) in the case of electronic mail transmission on receipt of the whole of the Notice in the "in-box" on the date of transmission; and
- (e) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

(f) Notice Addresses

I. Tourism WA

Registered Mail: GPO Box X2261, Perth WA 6847

Facsimile: (08) 9262 1787

Email: info@westernaustralia.com

II. City of Albany

Registered Mail: PO Box 484, Albany WA 6331

Facsimile: (08) 9841 4099

Email: admin@albany.wa.gov.au

8. DEFAULT AND TERMINATION

8.1 Event of Default by the City of Albany

An Event of Default occurs if:

- (a) the City of Albany breaches any of its Obligations which continues without remedy for ten (10) Business Days after notice has been served on the City of Albany by Tourism WA;
- (b) an Insolvency Event occurs to or in respect of the City of Albany;
- (c) Tourism WA has reasonable grounds to believe that the City of Albany is unwilling or unable to comply with its Obligations; or
- (d) the City of Albany has persistently breached this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, Tourism WA may either:

- (a) terminate the Agreement by providing a further ten (10) Business Days' notice to the City of Albany of the Event of Default; or
- (b) exercise clause 4.

8.3 Acquittal

Unless earlier terminated, this Agreement will terminate at the time of receipt of the Acquittal Reports from the City of Albany and all Project Partners by Tourism WA.

9. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 9:
 - "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be eligible for GST.

10. 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.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice 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 any rights.

12. 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.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

14. 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.

15. INDEMNITY

The City of Albany hereby indemnifies and holds harmless Tourism WA and the State from, against and in respect of all losses, costs, damage, expenses, claims, lawsuits, liability and the like suffered, incurred or brought against Tourism WA or the State on account of any tortuous act or omission, or contractual breach [including a breach of warranty], by or on the part of the City of Albany.

Executed by the Parties hereto:

SIGNED for and on behalf of Western	SIGNED for and on behalf of City of Albany
Australian Tourism Commission by a duly	by a duly authorised officer
authorised office	
March	ah.
Peter Prendiville	Andrew Sharpe
Chairman	Chief Executive Officer
Western Australian Tourism Commission	City of Albany
25 Aug 2015.	13/8/15.
Date	Date
In the presence of	In the presence of
OGBelford	It Patter

D15/5314: Grant Agreement City of Albany, Southern Camping Grounds Project 31 July 2015

Signature of witness

DERRYN BELFORD EXECUTIVE DIRECTOR

Name and title of witness (print)

Signature of witness

RAELENE FILEN BATTEN EXECUTIVE ASSISTANT TO CEO

Name and title of witness (print)

SCHEDULE 1 TOTAL PROJECT FUNDING

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at the following nature based camping grounds and overnight rest stops:

City of Albany:

Overnight Stops – Wellstead and Young Siding
Camping Grounds – Cosy Corner East, Cape Riche, Torbay Inlet, East Bay
Betty's Beach and Norman's Beach

Shire of Denmark:

Camping Ground - Parry Beach

Shire of Esperance

Camping Grounds - Alexander Bay, Quagi Beach, Munglinup Beach and Thomas River

Shire of Jerramungup

Camping Grounds - Millers Point and House Beach

Shire of Ravensthorpe

Camping Grounds - Starvation Bay and Masons Bay

Shire of Plantagenet

Camping Grounds - Kendenup Agricultural Grounds

(B) Funding

Total Grant Funding of \$1,000,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

Funding will be in one payment to the City of Albany on behalf of the Project Partners after the Agreement has been executed by both Parties.

Where the Grant Funds are paid by the City of Albany for Core Contracts, the funding will be released as mutually agreed between the City of Albany and Tourism WA, prior to the award of contract(s). Agreement can only be made between City of Albany and Tourism WA upon the presentation of a Contract Procurement Summary Report which will summarise the procurement approach, quotes received and justification for the recommendation of contract award. Refer Schedule 2 for Core Contract estimates.

Where the Grant Funds are paid by the City of Albany to the Project Partners distribution of Grant Funds are to be released for the Project by the City of Albany in line with its Localised Purchasing and Purchasing Policies and in instalments as specified in item C and D of Schedules 3, 4, 5, 6, 7 and 8.

- Instalment One 60% of total grant paid on acceptance by Tourism WA of the Project Partners' Camping Node Implementation Schedule in accordance with item
 (C) (v) of Schedules 3, 4, 5, 6, 7 and 8 to be submitted by each Project Partner prior to commencement of works.
- Instalment Two 40% of total grant paid to the Project Partners on acceptance by Tourism WA that infrastructure installation has been completed in accordance with item (D) of Schedules 3, 4, 5, 6, 7 and 8.

(C) Project Budget

Project Partners	Grant Amount \$,000 (GST Exclusive)
City of Albany	255
Shire of Denmark	60
Shire of Esperance	230
Shire of Jerramungup	120
Shire of Ravensthorpe	215
Shire of Plantagenet	120
Total Project Budget:	1M

(D) Reporting Requirements

The City of Albany will collate from the Project Partners the following reports and submit to Tourism WA for approval:

(i) A Camping Ground Implementation Schedule (to include infrastructure item, total item cost, Tourism WA contribution, timing of installation, installer details, detail of approvals in place) and to which a site diagram should be attached showing the location of all infrastructure to be installed.

- (ii) A Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (iii) A Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from the Project Partners and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the Project Partners.

SCHEDULE 2 CORE CONTRACT(S)

The "Core Contract(s)" refers to the contract(s) to define berths, install signage, honesty boxes and the general landscaping required at multiple camping grounds.

The City of Albany, in conjunction with the Western Australian Local Government Association (WALGA) will arrange for the procurement of required goods and services for the Core Contract(s) in relation to the agreement on behalf of Project Partners. The Core Contract(s) will be managed by the City of Albany with delivery supported by Project Partners.

The following table shows Core Contract(s) funding estimates:

Project Partners	Core Contract Berth Definition, Signage and Honesty Box	Contracts managed by Project Partners	Total Funding
City of Albany	50,000	205,000	255,000
Shire of Denmark	Nil	60,000	60,000
Shire of Esperance	Nil	230,000	230,000
Shire of Jerramungup	20,000	100,000	120,000
Shire of Ravensthorpe	25,000	190,000	215,000
Shire of Plantagenet	Nil	120,000	120,000
Total Project Budget:	95,000		

SCHEDULE 3 CITY OF ALBANY

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at the following nature based camping grounds and overnight stops:

Wellstead	Reserve 46802, certificate of title 3126/805, Lot 49 on DP31471
Youngs Siding	Old rail reserve
Cosy Corner East	Reserve 24548 , Lot32 on DP230624 certificate of title LR3015/245, Lot 82 on DP26149 certificate of title LR3015/258, Lot 83 & 93 on DP 80554 certificate of title LR3015/260/262
Cape Riche	Reserve 1010, Lot 7562 on DP186463, certificate of title LR3083/100
Torbay Inlet West/Floodgates	Reserve 24514, Lot 2 on DP26136 certificate of title LR3015/238
East Bay	Reserve 2031, Lot7638 on DP217061, certificate of title LR3083/174
Betty's Beach	Reserve 2031, Lot7638 on DP217061, certificate of title LR3083/174
Norman's Beach	Reserve 2031, Lot7638 on DP217061, certificate of title LR3083/174

(B) Funding

Total Grant Funding of \$255,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The City of Albany will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies and in instalments as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
Core Contract	50,000	Acceptance by Tourism WA of the Core Contract Procurement Summary Report	Nov 2015
60% Project Partner Managed Contracts	123,000	Acceptance by Tourism WA of the City of Albany's Camping Node Implementation Schedule	Sept 2015
40% Project Partner Managed Contracts	82,000	Acceptance by Tourism WA of the City of Albany's Report on Completion of Infrastructure Installation	June 2016
TOTAL	\$255,000	1.00	<u> </u>

- (i) The City of Albany shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The City of Albany shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The City of Albany is solely responsible for the ongoing costs associated with maintaining the infrastructure.
- (iv) The City of Albany agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.
- (v) The City of Albany shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.
- (vi) The City of Albany is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is supported through the Royalties for Regions funding program.

Site	Infrastructure Item	Total Item Cost	Tourism WA Contribution	Timing of Installation (month)	Installer Details (Business Name & ABN)	Detail approvals place (Agency Date)	of in &
Wellstead	Dump point Hardstand Signage Landscaping				77 1 2 1 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2		
Youngs Siding	Dump point Hardstand Signage Landscaping						
Cosy Corner East	Pathways Landscaping Fencing Realign access track						

Cape Riche	Upgrade entrance			
	Site layout & berth definition			
:	Upgrade toilet block & septics	77000		
	Install a deionising system			i
	Signage			
Torbay Inlet	Berth definition			
West	Honesty box			
	Signage			
East Bay	Berth definition			
	Honesty box			
	Signage	***************************************		
Betty's	Berth definition			
Beach	Honesty box			
ı	Signage			
Norman's	Berth definition			
Beach	Honesty box			
	Signage			
TOTAL				

- (i) The City of Albany shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (ii) The City of Albany shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from Council and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the City of Albany.

SCHEDULE 4 SHIRE OF DENMARK

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at Parry Beach nature based camping ground at Reserve 20928.

(B) Funding

Total Grant Funding of \$60,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The Shire of Denmark will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
60% Project Partner Managed Contracts	36,000	Acceptance by Tourism WA of the City of Albany's Camping Node Implementation Schedule	Sept 2015
40% Project Partner Managed Contracts	24,000	Acceptance by Tourism WA of the City of Albany's Report on Completion of Infrastructure Installation	June 2016
TOTAL	\$60,000		<u> </u>

- (i) The Shire of Denmark shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The Shire of Denmark shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The Shire of Denmark is solely responsible for the ongoing costs associated with maintaining the infrastructure.
- (iv) The Shire of Denmark agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.
- (v) The Shire of Denmark shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.

(vi) The Shire of Denmark is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is

Site	Infrastructure Item	Total Item Cost	Tourism WA Contribution	Timing of Installation (month)	Installer Details (Business Name & ABN)	Detail approvals place (Agency Date)	of in &
Parry Beach	Upgrade 2 toilet ablution blocks						
TOTAL	L	I					

supported through the Royalties for Regions funding program.

- (i) The Shire of Denmark shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (ii) The Shire of Denmark shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from Council and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the Shire of Denmark.

SCHEDULE 5 SHIRE OF ESPERANCE

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at the following nature based camping grounds.

Munglinup Beach	Reserve 32337, Lot 1509 on plan 34310		
Quagi Beach	Reserve 40943, Lot 2035 on plan 217312		
Alexander Bay	Reserve 39409, Lot 507 on plan 216460		
Thomas River	Reserve 518, Lot 471 on plan 91129		

(B) Funding

Total Grant Funding of \$230,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The Shire of Esperance will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies and in instalments as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
60% Project Partner Managed Contracts	138,000	Acceptance by Tourism WA of the Shire of Esperance's Camping Node Implementation Schedule.	Sept 2015
40% Project Partner Managed Contracts	92,000	Acceptance by Tourism WA of the Shire of Esperance's Report on Completion of Infrastructure Installation.	June 2016
TOTAL	\$230,000		

- (i) The Shire of Esperance shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The Shire of Esperance shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The Shire of Esperance is solely responsible for the ongoing costs associated with maintaining the infrastructure.
- (iv) The Shire of Esperance agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.

- (v) The Shire of Esperance shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.
- (vi) The Shire of Esperance is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is supported through the Royalties for Regions funding program.

Site	Item Ite	Total Item Cost	Item Contribution	_	Installer Details (Business Name &	Detail approvals place	of In
					ABN)	(Agency Date)	&
Munglinup Beach	Install sealed vault toilet system						
Thomas River	Install sealed vault toilet system						
Alexander Bay	Upgrade waste management						
Quagi Beach	Upgrade waste management						
Total:							

- (i) The Shire of Esperance shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (ii) The Shire of Esperance shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from Council and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the Shire of Esperance.

SCHEDULE 6 SHIRE OF JERRAMUNGUP

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at Millers Point (Location 839 at Reserve 21647 in locality of Boxwood Hill) and House Beach (Reserve 3272 in locality of Fitzgerald National Park) nature based camping grounds.

(B) Funding

Total Grant Funding of \$140,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The Shire of Jerramungup will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies and in instalments as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
Core Contract	20,000	Acceptance by Tourism WA of the Core contract Procurement Summary Report	Nov 2015
60% Project Partner Managed Contracts	60,000	Acceptance by Tourism WA of the Shire of Jerramungup's Camping Node Implementation Schedule.	Sept 2015
40% Project Partner Managed Contracts	40,000	Acceptance by Tourism WA of the Shire of Jerramungup's Report on Completion of Infrastructure Installation.	June 2016
TOTAL	\$120,000		1

- (i) The Shire of Jerramungup shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The Shire of Jerramungup shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The Shire of Jerramungup is solely responsible for the ongoing costs associated with maintaining the infrastructure.
- (iv) The Shire of Jerramungup agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.

- (v) The Shire of Jerramungup shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.
- (vi) The Shire of Jerramungup is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is

Site	Infrastructure Item	Total Item Cost	Tourism WA Contribution	Timing of Installatio n (month)	Installer Details (Business Name ABN)	&	Detail approvals place (Agency Date)	of in &
Millers Point	Berth definition, landscaping & Signage Replace long drop toilet with a composting toilet							
House Beach	Repair & rehabilitate beach access Replace long drop tollet with a composting tollet							
TOTAL	<u> </u>				4.7807			

supported through the Royalties for Regions funding program.

- (i) The Shire of Jerramungup shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (ii) The Shire of Jerramungup shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from Council and any other sources. The Statement must

be certified by the Chief Financial Officer or Accountable Officers of the Shire of Jerramungup.

SCHEDULE 7 SHIRE OF RAVENSTHORPE

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at Masons Bay (Reserve 40157) and Starvation Bay (Reserve 40097) nature based camping grounds.

(B) Funding

Total Grant Funding of \$215,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The Shire of Ravensthorpe will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies and in instalments as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
Core Contract	25,000	Acceptance by Tourism WA of the Core Contract Procurement Summary Report	Nov 2015
60% Project Partner Managed Contracts	114,000	Acceptance by Tourism WA of the Shire of Ravensthorpe's Camping Node Implementation Schedule.	Sept 2015
40% Project Partner Managed Contracts	76,000	Acceptance by Tourism WA of the Shire of Ravensthorpe's Report on Completion of Infrastructure Installation.	June 2016
TOTAL	\$215,000		700000

- (i) The Shire of Ravensthorpe shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The Shire of Ravensthorpe shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The Shire of Ravensthorpe p is solely responsible for the ongoing costs associated with maintaining the infrastructure.

- (iv) The Shire of Ravensthorpe agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.
- (v) The Shire of Ravensthorpe shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.
- (vi) The Shire of Ravensthorpe is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is supported through the Royalties for Regions funding program.

Site	Item I	Total Tourism WA Item Contribution	Timing of Installation (month)	Installer Details	Detail	of	
				(Business Name & ABN)	approvals place (Agency	in &	
Masons Bay	Replace toilet block				F-10-10-10-10-10-10-10-10-10-10-10-10-10-	Date)	
·	Install new toilet block						
	Install dump point						
	Berth definition & Fencing						
Starvation Bay (including Fishermans Camp)	Replace toilet block				1		
	Install dump point						
	Berth definition & fencing						
TOTAL							

- (i) The Shire of Ravensthorpe shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
 - (ii) The Shire of Ravensthorpe shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount

and source of funding from Council and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the Shire of Ravensthorpe.

SCHEDULE 8 SHIRE OF PLANTAGENET

(A) Project

Funding will contribute to the cost of installing basic infrastructure to meet visitor requirements at Kendenup nature based camping ground at Kendenup Agricultural Ground which is freehold Lot 150 Beverley Road corner Chauvel Road.

(B) Funding

Total Grant Funding of \$120,000 (ex GST) from the Caravan and Camping Action Plan Overflow allocation will be made available in the 2015-16 financial year for the Project.

(C) Milestones & Payment Schedule

The Shire of Plantagenet will spend the Grant Funds in line with its Localised Purchasing and Purchasing Policies and in two instalments as shown in the table below.

Contract Basis	Grant Amount GST Exclusive	Milestone	Expected Completion Date
60% Project Partner Managed Contracts	72,000	Acceptance by Tourism WA of the Shire of Plantagenet's Camping Node Implementation Schedule.	Sept 2015
40% Project Partner Managed Contracts	48,000	Acceptance by Tourism WA of the Shire of Plantagenet's Report on Completion of Infrastructure Installation.	June 2016
TOTAL.	\$120,000		L

- (i) The Shire of Plantagenet shall adhere to manufacturer guidelines for installation of all infrastructure.
- (ii) The Shire of Plantagenet shall obtain any approvals or licenses from statutory agencies as determined by site conditions.
- (iii) The Shire of Plantagenet is solely responsible for the ongoing costs associated with maintaining the infrastructure.
- (iv) The Shire of Plantagenet agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.
- (v) The Shire of Plantagenet k shall provide a Camping Ground Implementation Schedule (include details as per table below) and to which a site diagram should be attached showing the location of all infrastructure to be installed.

(vi) The Shire of Plantagenet is required to seek Tourism WA's permission prior to making any media announcement regarding the Grant Funds. Media statements regarding the Grant Funds must acknowledge that the project is an initiative of the Western Australian Caravan and Camping Action Plan: 2013-2018 and is supported through the Royalties for Regions funding program.

Site	Infrastructure Item	Total Item Cost	Tourism WA Contribution	Timing of Installation (month)	Installer Details (Business Name & ABN)	Detail approvals place (Agency Date)	of in &
Kendenup	Install ablution block & septic system					,	
	Bay design & site works					!	
TOTAL							···

- (i) The Shire of Plantagenet shall provide a Project Outcome Report on completion of infrastructure installation that shows how the Grant Funds were spent and the extent to which Project outcomes were achieved. The report should be supported with photographs of the infrastructure at the site in accordance with the Camping Ground Implementation Schedule.
- (ii) The Shire of Plantagenet shall provide a Statement of Income and Expenditure that shows receipts and payments related to this Agreement plus the amount and source of funding from Council and any other sources. The Statement must be certified by the Chief Financial Officer or Accountable Officers of the Shire of Plantagenet.