



**City of  
Ipswich**

## **AGENDA**

---

### **ENVIRONMENT AND SUSTAINABILITY COMMITTEE**

Tuesday, 18 November 2025

10 minutes after the conclusion of the Economic and Cultural Development Committee or such later time as determined by the preceding committee

Council Chambers, Level 8  
1 Nicholas Street, Ipswich

|                                                                                                            |                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>MEMBERS OF THE ENVIRONMENT AND SUSTAINABILITY COMMITTEE</u></b>                                      |                                                                                                                                     |
| Councillor Jim Madden ( <b>Chairperson</b> )<br>Councillor Andrew Antoniolli ( <b>Deputy Chairperson</b> ) | Mayor Teresa Harding<br>Deputy Mayor Nicole Jonic<br>Councillor Jacob Madsen<br>Councillor Pye Augustine<br>Councillor Marnie Doyle |



## ENVIRONMENT AND SUSTAINABILITY COMMITTEE AGENDA

| Item No. | Item Title                                                                                                                       | Page No. |
|----------|----------------------------------------------------------------------------------------------------------------------------------|----------|
|          | <b>Welcome to Country or Acknowledgment of Country</b>                                                                           |          |
|          | <b>Declarations of Interest</b>                                                                                                  |          |
|          | <b>Business Outstanding</b>                                                                                                      |          |
|          | <b>Confirmation of Minutes</b>                                                                                                   |          |
| 1        | Confirmation of Minutes of the Environment and Sustainability Committee No. 2025(09) of 14 October 2025                          | 7        |
|          | <b>Officers' Reports</b>                                                                                                         |          |
| 2        | Sustainability Strategy Progress Report - November 2025                                                                          | 11       |
| 3        | Ipswich Rivers Improvement Trust Notice of Annual Precept for 2025-2026                                                          | 23       |
| 4        | Ipswich City Council's Financial Contribution to the Resilient Rivers Initiative through South East Queensland Council of Mayors | 35       |
| 5        | Ti Tree Bioenergy Funding - Program Update and Project Proposals for 2025-2026                                                   | 157      |
| 6        | Enviroplan Program and Levy Progress Report 2024-2025                                                                            | 164      |
| 7        | Environment and Sustainability Department Capital Delivery Report July-September 2025                                            | 182      |
|          | <b>Notices of Motion</b>                                                                                                         |          |
|          | <b>Matters Arising</b>                                                                                                           |          |
|          | <b>Questions / General Business</b>                                                                                              |          |

\*\* Item includes confidential papers

**ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2025(10)**

**18 NOVEMBER 2025**

AGENDA

**WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY**

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

**BUSINESS OUTSTANDING**

**CONFIRMATION OF MINUTES**

1. **CONFIRMATION OF MINUTES OF THE ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2025(09) OF 14 OCTOBER 2025**

**RECOMMENDATION**

That the minutes of the Environment and Sustainability Committee held on 14 October 2025 be confirmed.

---

**OFFICERS' REPORTS**

2. **SUSTAINABILITY STRATEGY PROGRESS REPORT - NOVEMBER 2025**

This is a report concerning the progress in implementing Ipswich City Council's Sustainability Strategy 2021-2026. The strategy and its associated implementation plan are in their fourth year of implementation. These set out several actions over the five-year period and as of November 2025, **75%** are marked completed. Some of the actions are substantial projects within themselves and are implemented over multiple years and/or ongoing in nature.

**RECOMMENDATION**

That the report titled "Sustainability Strategy Implementation – November 2025" be received and noted.

---

3. IPSWICH RIVERS IMPROVEMENT TRUST NOTICE OF ANNUAL PRECEPT FOR 2025 - 2026

This is a report concerning the annual Precept issued to Council under the *Rivers Improvement Trust Act 1940* and the associated program of works for the Ipswich Rivers Improvement Trust for 2025-2026.

RECOMMENDATION

That the report for the Ipswich Rivers Improvement Trust 2025-2026 Precept be received and the contents noted.

---

4. IPSWICH CITY COUNCIL'S FINANCIAL CONTRIBUTION TO THE RESILIENT RIVERS INITIATIVE THROUGH SOUTH EAST QUEENSLAND COUNCIL OF MAYORS

This is a report concerning Ipswich City Council's financial contribution to and Memorandum of Understanding (MoU) with the Resilient Rivers Initiative through Council of Mayors (SEQ) and the associated delivery of the City Deal funding program.

RECOMMENDATION

- A. That Council resolve to enter into a non-legally binding Memorandum of Understanding for the purpose of the Resilient Rivers Initiative through the Council of Mayors (SEQ), as per Attachment 1.
- B. That the Memorandum of Understanding shall provide for a monetary contribution of \$701,862 over the term of the agreement with annual contribution(s) of \$230,217 in 2025-2026, with consideration to \$233,929 in 2026-2027 and \$237,716 in 2027-2028 in future budgets.

---

5. TI TREE BIOENERGY FUNDING - PROGRAM UPDATE AND PROJECT PROPOSALS FOR 2025-2026

This report is concerning a program update on the Ti Tree Bioenergy Funding and proposed projects for commencement in 2025-2026.

This report highlights the progress to date of the projects approved by Council in the 2024-2025 financial year and recommends for approval by Council the program for commencement in the 2025-2026 financial year and beyond.

RECOMMENDATION

- A. That the progress update on approved projects from 2024-2025 in Table 1 be received and noted.

- B. That Council approve the projects recommended for commencement in the 2025-2026 financial year as detailed in Table 2.

---

6. ENVIROPLAN PROGRAM AND LEVY PROGRESS REPORT 2024-2025

This report concerns the Enviroplan Program and Levy Progress Report for the 2024-2025 Financial Year (Attachment 1). Contained within the report is an overview of project delivery, outcomes and a financial summary including expenditure and revenue and highlights from the past year which include:

- Over \$5 million invested across land acquisitions, estate management, conservation planning and community partnerships
- A land acquisition of 32 hectares at South Ripley, providing a vital link between Flinders – Goolman Conservation Estate and White Rock – Spring Mountain Conservation Estate
- The first Voluntary Conservation Covenant for a 9.16 hectare private property to ensure permanent protection and support sustainable land management and regeneration practices.

RECOMMENDATION

That the report concerning the Enviroplan Program and Levy Progress Report 2024-2025 be received and the contents noted.

---

7. ENVIRONMENT AND SUSTAINABILITY DEPARTMENT CAPITAL DELIVERY REPORT JULY-SEPTEMBER 2025

This is a report concerning the performance of the capital delivery program by the Environment and Sustainability Department for July-September 2025.

RECOMMENDATION

That the report on capital delivery by the Environment and Sustainability Department for July- September 2025 be received and the contents noted.

---

NOTICES OF MOTION

MATTERS ARISING

QUESTIONS / GENERAL BUSINESS

**ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2025(09)**

**14 OCTOBER 2025**

MINUTES

**COUNCILLORS' ATTENDANCE:**

Councillor Jim Madden (Chairperson); Mayor Teresa Harding, Councillors Pye Augustine, Marnie Doyle and Andrew Antonioli (Deputy Chairperson)

**COUNCILLOR'S APOLOGIES:**

Deputy Mayor Nicole Jonic and Councillor Jacob Madsen

**OFFICERS' ATTENDANCE:**

Chief Executive Officer (Sonia Cooper), General Manager Environment and Sustainability (Kaye Cavanagh), General Manager Planning and Regulatory Services (Brett Davey), General Manager Corporate Services (Matt Smith), Manager Natural Environment (Phil A Smith), Manager, Media, Communications and Engagement (Mark Strong), Senior Media Officer (Darrell Giles), Chief of Staff – Office of the Mayor (Melissa Fitzgerald), Senior Communications and Policy Officer (Jodie Richter) and Venue Technician (Max Moylan)

**LEAVE OF ABSENCE**

**RECOMMENDATION**

Moved by Councillor Jim Madden:  
Seconded by Mayor Teresa Harding:

**That a leave of absence be granted for Councillor Jacob Madsen for the Environment and Sustainability Committee of 14 October 2025.**

**AFFIRMATIVE**

Councillors:

Madden  
Harding  
Augustine  
Doyle

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

---

**LEAVE OF ABSENCE**

**RECOMMENDATION**

Moved by Councillor Jim Madden:  
Seconded by Councillor Pye Augustine:

**That a leave of absence be granted for Deputy Mayor Nicole Jonic for the Environment and Sustainability Committee of 14 October 2025.**

AFFIRMATIVE

Councillors:

Madden

Harding

Augustine

Doyle

NEGATIVE

Councillors:

Nil

The motion was put and carried.

---

### **WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY**

Councillor Jim Madden (Chairperson) delivered the Acknowledgement of Country

### **DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

### **BUSINESS OUTSTANDING**

Nil

### **CONFIRMATION OF MINUTES**

1. **CONFIRMATION OF MINUTES OF THE ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2025(08) OF 16 SEPTEMBER 2025**

### **RECOMMENDATION**

Moved by Councillor Jim Madden:

Seconded by Councillor Marnie Doyle:

**That the minutes of the Environment and Sustainability Committee held on 16 September 2025 be confirmed.**

Councillor Andrew Antoniolli arrived at the meeting at 11.34 am.

AFFIRMATIVE

Councillors:

Madden

Antoniolli

Harding

Augustine

Doyle

NEGATIVE

Councillors:

Nil

The motion was put and carried.

---

## **OFFICERS' REPORTS**

### **2. IPSWICH PRIORITY SPECIES UPDATE REPORT**

This report is an update on the progress of Ipswich City Council's priority species conservation programs for the koala, brush-tailed rock wallaby, platypus and flying-foxes. These species face ongoing local and national threats and decline, the impacts of which Council attempts to mitigate through conservation management actions. This report provides a summary of the actions taken over the past year under each species' respective conservation/management plan, upcoming works and projects, and fauna survey results.

### **RECOMMENDATION**

Moved by Councillor Andrew Antonioli:  
Seconded by Councillor Marnie Doyle:

**That the priority species program update be received and noted.**

#### **AFFIRMATIVE**

Councillors:

Madden  
Antonioli  
Harding  
Augustine  
Doyle

#### **NEGATIVE**

Councillors:

Nil

The motion was put and carried.

---

## **NOTICES OF MOTION**

Nil

## **MATTERS ARISING**

Nil

## **QUESTIONS / GENERAL BUSINESS**

Nil

## **PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 11.32 am.

The meeting closed at 11.37 am.

---



Doc ID No: A11917226

ITEM: 2

SUBJECT: SUSTAINABILITY STRATEGY PROGRESS REPORT - NOVEMBER 2025

AUTHOR: SUSTAINABILITY OFFICER

DATE: 19 AUGUST 2025

### **EXECUTIVE SUMMARY**

This is a report concerning the progress in implementing Ipswich City Council's Sustainability Strategy 2021-2026. The strategy and its associated implementation plan are in their fourth year of implementation. These set out several actions over the five-year period and as of November 2025, **75%** are marked completed. Some of the actions are substantial projects within themselves and are implemented over multiple years and/or ongoing in nature.

### **RECOMMENDATION/S**

**That the report titled "Sustainability Strategy Implementation – November 2025" be received and noted.**

### **RELATED PARTIES**

There is no declaration of conflict of interest.

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

In 2021, Ipswich City Council (the council) launched its Sustainability Strategy 2021-2026 (the strategy). The strategy and its accompanying Sustainability Strategy Implementation Plan 2021-2026 (the implementation plan) details council's commitment to increase existing sustainability efforts and implement new actions towards making Ipswich a more sustainable place to live. Council aims to achieve this by improving its organisational sustainability efforts and supporting the sustainability transition of community residents and businesses.

Now in the fourth year of its implementation, council's sustainability team would like to provide an update on exciting new achievements and developments in this space.

### **SUSTAINABILITY STRATEGY UPDATE**

A total of 52 actions were committed to the implementation plan across five (5) focus areas: Sustainable Council, Climate Adaptation, Transport & Mobility, Natural Environment & Healthy Waterways, and Circular Economy/Waste & Resource Recovery. At the time of

reporting, two (2) action areas have not started, while several are in progress or have been completed. See dashboard report attachment 1.

Notable achievements to date, since the last report presented to the Environment & Sustainability Council Committee March 2025, include the following:

- **Draft Decarbonisation Plan Proposal** was approved and is underway. Stakeholder engagement has begun with a proposed completed in 2026. The purpose of the decarbonisation plan is to map out a pathway to reduce council's emissions further focusing on the key emissions reduction areas of waste, energy, Supply chain and procurement, Transport, and building & infrastructure.
- **Progress on three (3) rooftop solar projects.** The Nicholas Street library (200kW) project has been completed during August 2025. In addition, another project; Robelle Domain (Lagoon Café) (60kW) is underway and due for completion in FY2026.
- **Green Energy Precinct (GEP)** A feasibility study was completed for the GEP project with identified opportunities for council to install additional technology in the precinct to assist with reducing operational costs and improve council's green outcomes.
- **Improvements to Organisational Emissions Profile** have been ongoing with engagement with the finance and procurement teams to improve reporting of scope 3 emissions during 2025. Additionally, council engaged a contractor to update its emissions profile for FY2025.
- **Southeast Queensland Climate Resilience Alliance (SEQCRA)** was successful in securing \$50,000 in Queensland Climate Resilient Alliance (QCRC) funding to support governance and coordination. This was in addition to \$196,000 in QCRC project funding to deliver a regional capacity building project in FY2026 to build organisational resilience for SEQ Councils. SEQCRA currently has two key projects underway including a scope 3 emissions regional project and the previously mentioned resilience project above.
- **Progress on the Resource Recovery Strategy** continues with the recent achievement of the GO bin roll out across the LGA generating an increase in material recovered in the first month alone. Additionally, the On Demand Large Kerbside Collection program has seen an increase in residents utilising the service.
- **Disaster Resilience.** Expansion of the disaster awareness camera network and flood gauges, a crucial tool for community safety, information and resilience.
- **Fleet transition to electric vehicles increased** with additional electric vehicles added to the pool fleet. Continuing to transition to a low emissions fleet will assist council in further reducing its emissions and operational costs.

- **Sustainable procurement project progress** with several planned policy/procedure changes having taken effect. These include updates to the response annexure template, policy, directive and procedure. The next stage includes policy developing 'sustainability' evaluation criteria for all purchases as well as a monitoring approach. These changes are proposed to be implemented and take place from 2026 following stakeholder feedback.
- **Climate risk analysis** Following completion of the climate risk workbook, council is in the process of engaging with departments to integrate climate risk into the risk framework to ensure mitigation and resilience actions occur in response to climate risk.

### **ONGOING COMMITMENTS UNDER THE STRATEGY**

Council's sustainability team will focus on several actions within the sustainability strategy that are in progress. The sustainability strategy lapses in 2026 and as a result preparations are being made to deliver the additional actions over the next financial year.

### **LEGAL IMPLICATIONS**

This report and its recommendations are consistent with the following legislative provisions:  
*Local Government Act 2009*

### **POLICY IMPLICATIONS**

The implementation of the strategy and the implementation plan supports Council's Sustainability Policy.

### **RISK MANAGEMENT IMPLICATIONS**

Council adopted the strategy in December 2021. Risks associated with the strategy implementation include:

- Budget not allocated to projects.
- Resourcing not being allocated to projects.
- Not delivering all strategy action items in timeframe.
- Reputational risk in not delivering strategy as planned and within the timeframe.

### **FINANCIAL/RESOURCE IMPLICATIONS**

Budgets for the delivery of the strategy will be planned on an annual basis and submitted for consideration and annual budget allocations.

### **COMMUNITY AND OTHER CONSULTATION**

In the implementation of the strategy involves continuous consultation and collaboration across the organisation.

## CONCLUSION

The implementation of the Sustainability Strategy is in progress and in its fourth year of delivery. To continue the implementation of the strategy, consideration will be given to appropriate resourcing and budgets allocated to sustainability projects each year. There will be ongoing collaboration and consultation with internal and external stakeholders and with community members throughout the strategy delivery. In the lead-up to the strategy's expiration in 2026, a thorough review will be conducted to assess progress and inform future directions.

## HUMAN RIGHTS IMPLICATIONS

|                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HUMAN RIGHTS IMPACTS                                                                                                                                                                                                                                                                                 |
| <b>RECEIVE AND NOTE REPORT</b>                                                                                                                                                                                                                                                                       |
| The Recommendation that the report titled <i>"Sustainability Strategy Progress Report – March 2025"</i> states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights. |

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

|    |                                                                                                                                                                     |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Sustainability Dashboard Report E&S Committee November 2025 <a href="#">↓</a>  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Brodie Smith  
**SUSTAINABILITY OFFICER**

I concur with the recommendations contained in this report.

Kaye Cavanagh  
**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

***"Together, we proudly enhance the quality of life for our community"***

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

Strategy Actions  
**75% Complete**

| AREA                      | ACTION                                                       | STATUS             | TASK                                                                                                                                                                                       | STATUS      | %    | UPDATE                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|--------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Energy & Carbon Reduction | Report annually on council's emissions reduction activities. | IN PROGRESS<br>74% | Develop a sustainability strategy implementation plan report & sustainability dashboard.                                                                                                   | IN PROGRESS | 70%  | Ongoing work with existing provider to establish user friendly sustainability reporting dashboard.                                                                                                                                                                                                                                                                                                                                                 |
|                           |                                                              |                    | Establish an internal Sustainability Committee/Working Group to help deliver on the Sustainability Strategy and promote sustainability awareness and practices across Council's workforce. | COMPLETED   | 100% | Sustainable working group established in Q2 FY25. Terms of reference finalised and approved by E&S GM. Group has meet quarterly since then and provides oversight to ELT.                                                                                                                                                                                                                                                                          |
|                           |                                                              |                    | Develop a decarbonisation plan proposal.                                                                                                                                                   | IN PROGRESS | 40%  | Stakeholder engagement has begun.                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                           |                                                              |                    | Review Sustainability Policy (due for review Nov 2024)                                                                                                                                     | COMPLETED   | 100% | The sustainability policy was reviewed and approved by ELT & Council in Q2 FY25. It has now been published internally and externally.                                                                                                                                                                                                                                                                                                              |
|                           | Reduce energy consumption through efficiency measures        | IN PROGRESS<br>76% | Streetlighting Project - LED Retrofit Scoping & Planning with Energy Queensland to understand costs, streetlights to change                                                                | COMPLETED   | 100% | No further updates.                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                           |                                                              |                    | Art Gallery Lighting – Energy Efficient Improvements. Energy efficient upgrades to the Art Gallery Lighting System, Ipswich                                                                | COMPLETED   | 100% | LED lighting upgrade at Ipswich Art Gallery has involved replacing 600+ lights with energy efficient LED technology. This has resulted in reducing energy consumption by over 10,000 kWh per month and contributed to best practice lighting for care and presentation of artworks.                                                                                                                                                                |
|                           |                                                              |                    | Streetlighting Project Replace 66 lights Brassal Bikeway Project                                                                                                                           | COMPLETED   | 100% | Council replaced 66 lights on the Brassal Bikeway in late 2023 resulting in an annual reduction of over 70,000 kWh equivalent to 50 tonnes CO2 per year.                                                                                                                                                                                                                                                                                           |
|                           |                                                              |                    | George Alder Energy Efficiency - Retrofit George Alder Tennis Centre carpark with LED                                                                                                      | COMPLETED   | 100% | An LED lighting replacement has been completed at the George Alder Tennis Centre, with several lights being replaced in the carpark. The updates not only ensure the Tennis Centre provides adequate carpark lighting but also do it in a more efficient and environmentally friendly way. Twelve lights went from 400 watt to 60 watt LED Benefits include great cost savings, electricity and emission reduction & safety practice improvements. |
|                           |                                                              |                    | Goodna Aquatic Centre – Heat Pumps electrification                                                                                                                                         | IN PROGRESS | 25%  | The project is on hold pending the results of a grant application submission.                                                                                                                                                                                                                                                                                                                                                                      |
|                           |                                                              |                    | Develop Nicholas Street Green Energy Precinct Project Design & Feasibility                                                                                                                 | IN PROGRESS | 50%  | Feasibility study completed which identified opportunities for council to install additional technology in the precinct to assist with reducing operational costs. Further planning is required to progress. Additionally, awaiting the outcome of a grant application.                                                                                                                                                                            |
|                           |                                                              |                    | Develop environmental markets forward plan/proposal or similar for Council that explores potential revenue opportunities including potential solar farms.                                  | SUPERSEDED  | N/A  | Integrated into 1.1.1.3 (Further investigation into decarbonisation opportunities).                                                                                                                                                                                                                                                                                                                                                                |

**Status Definition:** In Progress – A task or project that has commenced. Not Started - A task or project that is committed to but has not been started yet. Completed – A task or project that has been delivered. Superseded – A task or project that has been amalgamated into another action.

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                      | ACTION                                                                                                        | STATUS             | TASK                                                                                                   | STATUS      | %    | UPDATE                                                                                                                                                                                                                                                                        |
|---------------------------|---------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------|-------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Energy & Carbon Reduction | Targeted implementation of Rooftop Solar PV systems and battery storage (where fit for purpose)               | IN PROGRESS<br>34% | Complete structural assessment for 4 rooftop solar locations                                           | COMPLETE    | 100% | This was completed and informed which PV solar system projects where feasible and able to be delivered.                                                                                                                                                                       |
|                           |                                                                                                               |                    | Install 60kW solar PV system at Robelle Domain stage 1                                                 | IN PROGRESS | 50%  | Contract awarded & progress on design is underway. Project is due for construction early 2026.                                                                                                                                                                                |
|                           |                                                                                                               |                    | Install 100kW+ solar PV System at Nicholas St Library                                                  | COMPLETE    | 100% | Construction has completed and the project has been commissioned in August. 2025                                                                                                                                                                                              |
|                           |                                                                                                               |                    | Install 10kW solar PV system at Leichhardt Swim Centre                                                 | NOT STARTED | 0%   | Planned for future year delivery.                                                                                                                                                                                                                                             |
|                           |                                                                                                               |                    | Install 60kW+ solar PV System at North Ipswich Reserve                                                 | NOT STARTED | 0%   | Planned for future year delivery.                                                                                                                                                                                                                                             |
|                           |                                                                                                               |                    | Install 60kW+ solar PV System at Yamanto Depot                                                         | ON HOLD     | 50%  | Contract awarded. However, the project has now been reviewed for suitability & has been discontinued until further investigations & suitability assessment are completed.                                                                                                     |
|                           |                                                                                                               |                    | Install 60kW+ solar PV System at Redbank Plains Sports Centre                                          | NOT STARTED | 0%   | Planned for future year delivery.                                                                                                                                                                                                                                             |
|                           | Reduce emissions associated with council's fleet                                                              | IN PROGRESS<br>25% | Establish an action plan and potential working group for council's fleet transition with Fleet manager | SUPERSEDED  | 100% | Further work is to be carried out via the decarbonisation plan proposal.                                                                                                                                                                                                      |
|                           | Power council's electricity requirements with renewable energy via a Power Purchase Agreement (PPA)           | COMPLETE<br>100%   | Power Purchase Agreement in place and operable                                                         | COMPLETE    | 100% | Contract signed October 2024 with stage implementation complete. Council is now powered by renewable energy via CleanCo. Council is expected to expected to reach the 50% scope 1 & 2 emissions reduction target early/by 2026 via the Power Purchase Agreement.              |
|                           | Enhance measurement and monitoring of organisational energy and carbon emissions including Scope 3 emissions. | IN PROGRESS<br>10% | Engage consultants to determine and quantify Scope 3 emissions for Council's operations                | IN PROGRESS | 75%  | Council is delivering an updated emissions profile for FY25. SEQCRA is delivering a scope 3 improvement project across the region with individual council's working with a consultant to improve data capture and monitoring. In future, Council will undertake the analysis. |

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                           | ACTION                                                                                                                                                                                                             | STATUS             | TASK                                                                  | STATUS      | %   | UPDATE                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------|-------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water Efficiency</b>        | For existing assets, investigate and identify opportunities for water efficiency measures to be implemented through maintenance upgrades and/ or for specific targeted water reduction/alternative water projects. | Not started<br>0%  | Scope opportunities for water efficiency.                             | Not started | 0%  | Planning for budget for FY26.                                                                                                                                                                                                                                                                                                                                                           |
|                                | For new projects, develop design specifications for improved water efficiency and water quality outcomes for Council-delivered projects.                                                                           |                    | TBC                                                                   | Not started | 0%  | Planning for budget for FY26.                                                                                                                                                                                                                                                                                                                                                           |
|                                | Monitor water use and demand cycles using Council's sustainability data platform and smart metering and apply adaptive management principles through reporting.                                                    |                    | Develop an ESD sustainability snapshot report for water consumption.  | Not started | 0%  | Ongoing use of sustainability reporting tool to review water data. Ongoing work with existing provider to establish user friendly sustainability reporting dashboard.                                                                                                                                                                                                                   |
|                                | Work and partner with Urban Utilities to build climate resilience in Council's water usage wherever feasible e.g. purified recycled water and networks.                                                            |                    | TBC                                                                   | Not started | 0%  | Planning for budget for FY26.                                                                                                                                                                                                                                                                                                                                                           |
|                                | Work with user groups and sporting clubs to build water-wise awareness and incentivise water efficient behaviour.                                                                                                  |                    | TBC                                                                   | Not started | 0%  | Planning for budget for FY26.                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sustainable Procurement</b> | Identify immediate opportunities to procure more sustainable goods and services.                                                                                                                                   | In progress<br>25% | Confirm funding and develop high level sustainable procurement scope. | In progress | 25% | Several planned policy/procedure changes having taken effect. These include updates to the response annexure template, policy, directive & procedure. The next stage includes developing 'sustainability' evaluation criteria for all purchases as well as a monitoring approach. These changes are proposed to be implemented and take place from 2026 following stakeholder feedback. |
|                                | Develop a sustainable procurement policy and implementation framework.                                                                                                                                             |                    | As above                                                              | In progress | 50% |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                | Embed sustainable procurement procedures and requirements into purchasing category specifications and proposal evaluation criteria via the update of procurement templates.                                        |                    | As above                                                              | In progress | 25% |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                | Educate staff in sustainable procurement practices.                                                                                                                                                                |                    | As above                                                              | In progress | 25% |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                | Engage with suppliers to communicate and build capacity around sustainable procurement to assist them in becoming preferred supplies with council.                                                                 |                    | As above                                                              | In progress | 25% |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                | Establish a method to measure and monitor the 'triple bottom line' benefits of implementing sustainable procurement practices.                                                                                     |                    | As above                                                              | In progress | 25% |                                                                                                                                                                                                                                                                                                                                                                                         |

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                                   | ACTION                                                                                                                  | STATUS             | TASK                                                                                                                          | STATUS                 | %    | UPDATE                                                                                                                                                                                                            |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Resource recovery & waste minimisation | Source separate waste streams wherever possible and feasible for recycling and recovery in Council's operations.        | IN PROGRESS<br>50% | Waste streams identified that can be recovered and recycled and systems in place to do so                                     | COMPLETE               | 100% | This is ongoing BAU work as part of resource recovery strategy.                                                                                                                                                   |
|                                        | Seek products that have minimal or no packaging.                                                                        |                    | Packaging requirements are included in procurement specifications                                                             | SUPERSEDED             | N/A  | This action is duplicated and relates to sustainable procurement work happening under action item 1.3. This is very specific to just packaging whereas sustainable procurement will look at broader requirements. |
|                                        | Reuse and recycle materials such as asphalt and concrete in Council's construction activities.                          |                    | Processes and procedures in place to enable the recycling of asphalt and concrete in Council's construction activities        | NOT STARTED            |      | Individual efforts have already been undertaken across the organisation however efforts are not coordinated. Part of the sustainable procurement project focus will focus on this.                                |
|                                        | Implement a Council wide internal food recovery program.                                                                |                    | Food waste is being diverted from general waste bins into the green FOGO bins                                                 | COMPLETE               | 100% | Was implemented but withdrawn due to state government new policy regarding pfas contamination/odour standards. Future may allow us to revisit this work.                                                          |
|                                        | Develop waste management plans for all Council construction activities and contractor delivered projects.               |                    | Waste Management Plans developed and being utilised for council-delivered projects                                            | NOT STARTED            |      | Planning for budget for FY26.                                                                                                                                                                                     |
| Green workplace travel                 | Engage with major employment generators in Ipswich to develop and implement Sustainable (Green) Workplace Travel Plans. | IN PROGRESS<br>85% | Adoption of New Ipswich Planning Scheme which includes travel demand management plan preparation incentives                   | IN PROGRESS – ON GOING | 70%  | Network action plans includes this. West Moreton Health building new EOT facility w/ sustainable travel built in making it easier for staff to cycle/walk to work.                                                |
|                                        | Implement the Green Workplace Travel Plan for 1 Nicholas Street.                                                        |                    | Annual workplace travel survey indicates continual shift toward sustainable travel alternatives (including working from home) | COMPLETE – ON GOING    | 100% | The 2025 workplace travel plan survey highlights the ways in which we travel and work.                                                                                                                            |



# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                        | ACTION                                                                                                      | STATUS             | TASK                                                                                                                                                                                                                                                                                                        | STATUS      | %    | UPDATE                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------|-------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City emissions              | Investigate, understand and calculate the City of Ipswich's emissions to establish a baseline inventory.    | IN PROGRESS<br>62% | Baseline community carbon inventory created.                                                                                                                                                                                                                                                                | COMPLETE    | 100% | Decision made to postpone this action until it becomes mandatory. Not currently a priority. Good proxy measure available online for free if ever needed - see snapshotclimate.com.au                                                                                                                                                                                                                                                                               |
|                             | Support business and industry to reduce energy and emissions via education programs.                        |                    | Include sustainability mentioning's in existing ICC business newsletters, update ICC website for sustainable business information, and sustainability team to attend existing annual ICC business meeting to promote ecobiz, other sustainability opportunities & sustainability strategy work.             | IN PROGRESS | 60%  | Further work is required to include additional opportunities on council's website.                                                                                                                                                                                                                                                                                                                                                                                 |
|                             | Educate the community regarding the implications of climate change and ways to adapt to a changing climate. |                    | Establishment of a SEQ alliance of councils called SEQ Climate Risk Alliance (SECRA) that will work on delivering a range of climate priority programs including engagement activities as required. An coordinator has also been funded to support the alliance and the delivery of it's priority projects. | COMPLETE    | 100% | SEQCRA was successful in securing \$50,000 in Queensland Climate Resilient Alliance (QCRC) funding to support governance & coordination. This was in addition to \$196,000 in QCRC project funding to deliver a regional capacity building project in FY26 to build organisational resilience for SEQ Councils. SEQCRA currently has two key projects underway including a scope 3 emissions regional project & the previously mentioned resilience project above. |
|                             | Attract new business and industries to Ipswich with a focus on low emissions technology.                    |                    | TBC                                                                                                                                                                                                                                                                                                         | NOT STARTED | 0%   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Urban heat & urban greening | Undertake a baseline analysis to map Ipswich's urban heat island.                                           | IN PROGRESS<br>62% | Urban heat map of the LGA completed and university project recommendations delivered                                                                                                                                                                                                                        | COMPLETE    | 100% | Completed flyover heatmapping Dec 22. Urban heat mapping completed using CSIRO data FY21/22. These contributed to the development of the Urban Greening Plan.                                                                                                                                                                                                                                                                                                      |
|                             | Develop an Urban Greening Plan.                                                                             |                    | Develop an Urban Greening Plan.                                                                                                                                                                                                                                                                             | COMPLETE    | 100% | Urban Greening Plan 2022-2042 developed and being implemented.                                                                                                                                                                                                                                                                                                                                                                                                     |
|                             | Ensure the planning scheme includes provision for natural asset protection and green spaces.                |                    | Urban Greening Plan recommendations embedded in planning scheme                                                                                                                                                                                                                                             | IN PROGRESS | 50%  | Ipswich Urban Greening Plan is referenced in Draft Ipswich Planning Scheme 2024 (The planning scheme is yet to be adopted). Schedule 6 Planning Scheme Policies SC6.7 Landscape Works Planning Scheme Policy, 6.7.3 Related Material, Item k. Ipswich Urban Greening Plan                                                                                                                                                                                          |
|                             | Analyse the economic impact of urban heat island effect via climate scenario analysis.                      |                    | Economic impacts quantified/qualified via climate scenario analysis                                                                                                                                                                                                                                         | NOT STARTED | 0%   | The climate risk workbook & report were finalised. Progress is being made to implement the workbook within each department.                                                                                                                                                                                                                                                                                                                                        |

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                | ACTION                                                                                                                                                                                                                                | STATUS           | TASK                                                                                                                                          | STATUS   | %    | UPDATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Disaster management | Partner with local community leaders and groups to increase community resilience (Community Champions).                                                                                                                               | COMPLETE<br>100% | Delivery of a Resilient Leadership and Mentoring capacity building program. Small business community workshops.                               | COMPLETE | 100% | Community Early Response Team (CERT) program has developed community champions who help increase community resilience to disasters. Completed June 2024. Future considerations will also be made around climate change related disaster management, water resilience, drought and future funding opportunities.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                     | Continue to develop community engagement and awareness about identifying and responding to risks, including but not limited to floods, fires, severe storms and heatwaves.                                                            | COMPLETE<br>100% | Education and awareness resources developed in multiple formats that are accessible to all the diverse communities in Ipswich                 | COMPLETE | 100% | Education and awareness resources have been developed in multiple formats to community. Recently material was also translated into 11 different languages to increase accessibility. This work is a core service of the Emergency Management Section and will continue ongoing. Future considerations will also be made around climate change related disaster management, water resilience, drought and future funding opportunities.                                                                                                                                                                                                                                                                                                          |
|                     | Continue building the capability of the City of Ipswich Local Disaster Management Group and Local Recovery and Resilience Group to ensure a coordinated and effective preparation for, response to and recovery from disaster events. | COMPLETE<br>100% | Regular and effective engagement and capacity building activities undertaken with all agencies responsible for disaster management in Ipswich | COMPLETE | 100% | Regular and effective engagement and capacity building activities are being facilitated by council. Both City of Ipswich Local Disaster Management Group and Local Recovery and Resilience Group are now well established and governed groups that bolster disaster management resilience. Additionally, four recovery taskforces have been established, including an environment recovery taskforce to ensure adequate consideration of environmental matters during disaster recovery work. This work is a core service of the Emergency Management Section and will continue ongoing. Future considerations will also be made around climate change related disaster management, water resilience, drought and future funding opportunities. |
|                     | Identify and support community-led disaster risk awareness, preparedness and recovery initiatives.                                                                                                                                    | COMPLETE<br>100% | Effective community-led disaster risk awareness, reduction, response and recovery activities                                                  | COMPLETE | 100% | Several effective community-led disaster risk awareness, reduction, response and recovery activities have been delivered by council, predominantly through grant-funded projects. This includes ad hoc engagement with community groups and schools, and regular engagement with the community through the state-funded Get Ready Queensland program. This work is a core service of the Emergency Management Section and will continue ongoing. Future considerations will also be made around climate change related disaster management, water resilience, drought and future funding opportunities.                                                                                                                                         |

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                    | ACTION                                                                                                                                                                                                                                                                                         | STATUS             | TASK                                                                                                                        | STATUS                | %    | UPDATE                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Climate risk management | Develop a climate change policy                                                                                                                                                                                                                                                                | IN PROGRESS<br>50% | Climate Change Policy adopted                                                                                               | COMPLETE - SUPERSEDED | 100% | Finalising workbook & report with consultant. Team will work to integrate outputs and risks at a department level by end of FY.                                                                                                                                                                                                                                         |
|                         | Undertake climate scenario analyses for physical and transitional risks for Councils operations and community assets to quantify climate risk for Council.                                                                                                                                     |                    | Climate risks across council's operations are identified                                                                    | IN PROGRESS           | 50%  | Through Delivery of the climate risk management project, will remove the need to develop separate policy and procedures as the team will integrate climate risk into the risk framework across each department whilst working with the risk and insurance team. Taking this approach will ensure that risk management processes are creating while minimising workload. |
|                         | Develop a climate risk management strategy                                                                                                                                                                                                                                                     |                    | Climate Risk Management Strategy adopted                                                                                    | IN PROGRESS           | 50%  |                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Investigate opportunities to design for climate resilience, including support for sustainable buildings and green infrastructure, sustainable built environment elements in the planning scheme and advocating for more sustainable elements in building codes.                                |                    | Council adopts sustainable building/ESD principles for Council-delivered buildings and building codes                       | IN PROGRESS           | 50%  |                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Incorporate and embed consideration of climate change within governance of our organisation demonstrated through key documents.                                                                                                                                                                |                    | All of Council's corporate documents are updated to include references to climate change                                    | IN PROGRESS           | 50%  |                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Educate, communicate and report on the risks and opportunities associated with climate change to stakeholders, staff and community.                                                                                                                                                            |                    | Report on climate change for the organisation at least annually via council's corporate annual reporting                    | IN PROGRESS           | 50%  |                                                                                                                                                                                                                                                                                                                                                                         |
| Sustainable Transport   | Support and/or undertake public education and information campaigns and events that promote the benefits of sustainable transport modes.                                                                                                                                                       | IN PROGRESS<br>60% | Number of events and participants in sustainable transport campaigns. Measure uptake of sustainable transport by community. | IN PROGRESS           | 80%  | The new iteration of the IGO strategy is in development. Consideration for education & awareness is captured at a high level. Current priority is safety education.<br><br>The IGO strategy 2025 has been adopted.                                                                                                                                                      |
| Active Transport        | Plan, advocate and deliver end of trip facilities at all train stations, key bus stops and public transport hubs. Ensure that an appropriate number of different facility types are provided (i.e. secure bicycle cages for all day commuter parking, bicycle racks for shorter term parking). | COMPLETE<br>100%   | Council to deliver a public End of Trip Facility within the Ipswich City Centre                                             | COMPLETE              | 100% | End of trip facility in city centre completed. Delivery of EOT at train stations via external stakeholders (TMR). Bundamba completed & East Ipswich completed Jan 2022.                                                                                                                                                                                                 |

# SUSTAINABILITY STRATEGY IMPLEMENTATION

## Dashboard Report – November 2025

| AREA                                      | ACTION                                                                                                                                    | STATUS                 | TASK                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | STATUS           | %    | UPDATE                                                                                                                                                                                                        |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Natural environment & cultural landscapes | Adapt planning and delivery of environmental offsets, ensuring a long-term approach is implemented that addresses climate change impacts. | IN PROGRESS<br>22%     | Implement actions to improve the condition of urban biodiversity corridors. Work closely with the community through collaboration, partnerships and support programs that empowers and builds capacity as environmental stewards. Undertake planning, management and maintenance activities for Council's Natural Area Network that addresses implications of changing climatic conditions                                                                             | IN PROGRESS      | 30%  | The biodiversity corridor mapping project is underway.                                                                                                                                                        |
|                                           | Increase knowledge and model the impacts of climate change on threatened species and their distribution within Ipswich LGA.               |                        | Threatened species are modelled for climate risk scenarios                                                                                                                                                                                                                                                                                                                                                                                                             | IN PROGRESS      | 15%  | A pilot project is being prepared to trial roof gardens and green wall to compare native ground cover in environmental conditions.                                                                            |
| Waterways & wetlands                      | Investigate and/or promote Cultural Water and its significance to maintain Cultural values.                                               | IN PROGRESS<br>25%     | Identify the key components of waterways and wetlands that are culturally and seasonally significant in Ipswich                                                                                                                                                                                                                                                                                                                                                        | IN PROGRESS      | 20%  | High level mapping has been completed of cultural landscape values. Assessments in 3 locations are complete; White Rock, Flinders View & Grand Chester). Actions are now being developed in relation to this. |
|                                           | Investigate the potential changes to our catchments' flow regimes under a changing climate to inform strategic management priorities.     |                        | 1.Increase the water quality, habitat condition and streambank resilience of the City's waterways and wetlands through native riparian revegetation in degraded areas.<br>2.Encourage and support community stewardship of waterways and wetlands through increased interaction opportunities and promoting these areas as engaging and accessible public spaces<br>3.Support urban and rural landholders in undertaking waterway management works on private property | IN PROGRESS      | 30%  | Continuous implementation of projects relating to water quality rehabilitation including delivery of 3 community events as part of the urban river's catchment program.                                       |
| Ipswich waste services operations         | Implement the actions from Council's Resource Recovery Strategy.                                                                          | CLOSED ONGOING<br>100% | Delivery of Resource Recovery Strategy 2021-2031                                                                                                                                                                                                                                                                                                                                                                                                                       | CLOSED - ONGOING | 100% | Delivery of Resource Recovery Strategy 2021-2031                                                                                                                                                              |
| Circular economy industry collaboration   | Facilitate the uptake of the State sponsored ecoBiz sustainability program with small-to-medium businesses in Ipswich                     | COMPLETE<br>100%       | Hold an ecoBiz workshop with Ipswich business owners at least once per year                                                                                                                                                                                                                                                                                                                                                                                            | COMPLETE         | 100% | Duplicated action, closed. See action 2.1.2.1                                                                                                                                                                 |
| Circular economy for the community        | Deliver targeted community engagement and awareness programs to improve waste avoidance, recovery and reuse behaviours.                   | COMPLETE<br>100%       | Quantified waste stream volumes indicating landfill diversion and higher recycling volumes.                                                                                                                                                                                                                                                                                                                                                                            | COMPLETE         | 100% | 100% Completed – This action is ongoing BAU work as part of broader resource recover strategy.                                                                                                                |
|                                           | Deliver a Food Organic and Garden Organics (FOGO) program in the City.                                                                    | COMPLETE<br>100%       | Increase FOGO volumes recycled.                                                                                                                                                                                                                                                                                                                                                                                                                                        | COMPLETE         | 100% | The GO bin roll out was achieved in 2025 following subsequent removal of FOGO in 2024.                                                                                                                        |

Doc ID No: A12103723

ITEM: 3

SUBJECT: IPSWICH RIVERS IMPROVEMENT TRUST NOTICE OF ANNUAL PRECEPT FOR 2025  
- 2026

AUTHOR: MANAGER, NATURAL ENVIRONMENT

DATE: 8 OCTOBER 2025

### **EXECUTIVE SUMMARY**

This is a report concerning the annual Precept issued to Council under the *Rivers Improvement Trust Act 1940* and the associated program of works for the Ipswich Rivers Improvement Trust for 2025-2026.

### **RECOMMENDATION/S**

**That the report for the Ipswich Rivers Improvement Trust 2025-2026 Precept be received and the contents noted.**

### **RELATED PARTIES**

The Ipswich Rivers Improvement Trust

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

River Improvement Trusts are established to protect and improve rivers. Under the *Rivers Improvement Trust Act 1940* (The Act) they can carry out works such as improving the flow of water in rivers to correct erosion and reduce the impact of flood waters.

River Improvement Trusts may carry out activities within a river improvement area. They are statutory bodies constituted under the Act, which gives them the power to raise funds, enter land, occupy land, enter contracts and carry out works. Not every catchment or region has a Trust, and in many Local Government Areas much of function is delivered by Councils, Catchment groups or Natural Resource Management bodies.

There are 11 river improvement trusts in Queensland, predominantly in rural areas and these are supported by the State Council of River Trusts Queensland Inc.

These Trusts are:

Burdekin Shire Rivers Improvement Trust  
Cairns River Improvement Trust  
Cassowary Coast River Improvement Trust  
Don River Improvement Trust  
Herbert River Improvement Trust  
**Ipswich Rivers Improvement Trust**  
Scenic Rim Rivers Improvement Trust  
Stanthorpe Shire River Improvement Trust  
Wambo Shire River Improvement Trust  
Warwick Shire River Improvement Trust, and  
Whitsunday Rivers Improvement Trust

Under the aforementioned Act the Trusts have the authority to issue a Precept to Council to pay the requested amount to support the annual works program. This historically was then supplemented with further Queensland Government funding.

Historically the work of the Trust has been focused on woody weed removal along Ipswich waterways. In the past couple of years, the works have expanded to more holistic catchment needs including bank stabilisation and revegetation works. The annual works plan is developed in consultation with relevant council officers and designed to expend the annual precept value.

The Queensland Government completed a review of the functions and operations of the trusts. The department consulted with relevant stakeholders and reviewed published documents to investigate 4 key areas:

1. environmental outcomes achieved
2. delivery of trust activities
3. accountability and transparency to stakeholders
4. value of trust activities to the community.

The review found the trusts continue to deliver valuable outcomes for Queensland communities. It made 19 recommendations to address the key findings. These focus on:

- reviewing policy and legislation
- reducing administrative workload
- streamlining processes and increasing productivity.

The department is implementing the recommendations in consultation with the trusts and the State Council.

## LEGAL IMPLICATIONS

This report and its recommendations are consistent with the following legislative provisions:  
*Rivers Improvement Act 1940*

## POLICY IMPLICATIONS

N/A

## RISK MANAGEMENT IMPLICATIONS

N/A

## FINANCIAL/RESOURCE IMPLICATIONS

The \$300,000 is included in the approved budget for Natural Environment Branch of the Environment and Sustainability Department for 2025-2026.

## COMMUNITY AND OTHER CONSULTATION

NA

## CONCLUSION

Council is required to pay an annual precept to the Ipswich Rivers Improvement Trust to support delivery of their annual works program under the *Rivers Improvement Trust Act 1940*. This 2025-2026 precept is \$300,000.

## HUMAN RIGHTS IMPLICATIONS

| HUMAN RIGHTS IMPACTS                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECEIVE AND NOTE REPORT                                                                                                                                                                                          |
| The Recommendation states that the report be received, and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights. |

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

|    |                                                                                                                                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Copy of IRIT Precept 2025 <a href="#">↓</a>       |
| 2. | IRIT 2025 Works Program Update <a href="#">↓</a>  |

Phil A. Smith

**MANAGER, NATURAL ENVIRONMENT**

I concur with the recommendations contained in this report.

Kaye Cavanagh  
**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

***“Together, we proudly enhance the quality of life for our community”***





Ipswich Rivers  
Improvement Trust

## IPSWICH RIVERS IMPROVEMENT TRUST

Level 1 Hayden Centre, South Street, Ipswich

**ALL CORRESPONDENCE TO:**

The Secretary  
Ipswich Rivers Improvement Trust  
PO Box 191  
IPSWICH QLD 4305  
Telephone: 0409 263 812  
Email: iprit573@gmail.com

### ***PRECEPT***

TO:

*The Council of the City of Ipswich*  
1 Nicholas Street  
IPSWICH QLD 4305

This is to require you, the COUNCIL OF THE CITY OF IPSWICH, to pay on or before the THIRTY-FIRST of OCTOBER 2025, into the hands of LEANNE SAVAGE, the Chairperson of the IPSWICH RIVERS IMPROVEMENT TRUST, the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) being the amount required for expenses of the Trust.

DATED at Ipswich this Seventh day of October 2025.

A handwritten signature in black ink, reading 'Leanne Savage'.

LEANNE SAVAGE  
CHAIRPERSON

# Ipswich Rivers Improvement Trust: Environmental works update

Report for Trust meeting September 2025

Alana Klupfel, Environmental Consultant

## Table of Contents

2023-24 Environmental Works Program .....2

    Western Creek .....2

2024-25 Environmental Works Program .....2

    Bundamba Creek.....2

    Ironpot Creek .....3

    Woogaroo Creek .....3

    Environmental Works Program for 2024-25 .....6

2025-26 Environmental Works Program .....7

Additional Projects.....7

    Bursary .....7

    Bremer River .....7



### 2023-24 Environmental Works Program

| Creek                   | Works                                                   | Completion Status | Cost            | Notes                                                               |
|-------------------------|---------------------------------------------------------|-------------------|-----------------|---------------------------------------------------------------------|
| Western Creek           | Construction                                            | 0%                | \$60,000        | Coordinating to deliver when weather permits (over 100mm last week) |
| <b>Sub total</b>        |                                                         |                   | <b>\$60,000</b> |                                                                     |
| <b>Additional works</b> | Additional funds available rolled into 2024-25 projects |                   |                 |                                                                     |

#### Western Creek

- Site 1 – Contractor contacted – requested contractor to have completed before the end of September
- Site 2 – to be continued with DAF.

### 2024-25 Environmental Works Program

- Ecosure have commenced work on all sites

#### Bundamba Creek

- It is recommended that the Trust accept the quote from Ecosure on the two Bundamba Creeks sites (BU002 and BU003) from the 2024-25 works program.
- Photos below show erosion continuing under powerlines and dense vine weed covering native vegetation is previous weed removal area. I will contact Powerlink to discuss options for bank protection.



Figure 1 BU002 Site at East Owen St with dense weeds smothering native understory.



*Figure 2 Site BU002 showing continuing erosion under powerline.*

#### Ironpot Creek

- All 2024-25 sites have commenced for weed control.

#### Woogaroo Creek

- The current site WO002 is at risk of erosion if the works are continued. The weed vines were removed with bank vegetation after the 2025 TC Alfred floods.
- The site has had considerable erosion since Celtis trees were removed in 2020-21 (see photos below)
- It is recommended that a contract variation is granted to complete the pre planting works at Martin Coogan Park (from 2025-26 works program), or to continue follow up weed control on the 2023-24 vine weed control site WO001 downstream. Contract to report back on variation requirement next week.





*Figure 3 WO002 Woogaroo Creek bank erosion after floods and Celtis removal.*



*Figure 4 WO002 Woogaroo Creek bank erosion after floods and Celtis removal.*





*Figure 5 WO002 Woogaroo Creek debris build up at landholder constructed bridge.*



*Figure 6 WO002 Landholder constructed bridge over creek creating a barrier.*

Environmental Works Program for 2024-25

| Creek                     | Works                                                | Completion Status | Cost      | Notes                                                                    |
|---------------------------|------------------------------------------------------|-------------------|-----------|--------------------------------------------------------------------------|
| Woogaroo Creek<br>WO002   | Vine Removal                                         | 20%               | \$26,565  | Continue upstream of current site                                        |
| Ironpot Creek<br>IR001    | Weed removal – continuing follow up                  | 20%               | \$14,925  | Junction site                                                            |
| Ironpot Creek<br>IR002    | Weed removal – follow up                             | 20%               | \$96,645  | North of Junction (heavy cats claw infestation)                          |
| Ironpot Creek<br>IR004    | Weed removal – continuing follow up                  | 20%               | \$60,805  | South of Warrego Hwy                                                     |
| Ironpot Creek<br>IR005    | Weed removal – continuing follow up                  | 20%               | \$62,885  | North of Warrego Hwy                                                     |
| Ironpot Creek<br>IR006    | Weed removal – new (continuing)                      | 20%               | \$21,125  | North of Warrego next to IR005 to continue work in the area              |
| Mihi Creek<br>MI001       | Weed Control – follow up                             | 20%               | \$17,565  | Follow up at planting site from 2022                                     |
| Total of current contract |                                                      |                   | \$300,515 |                                                                          |
| Bundamba Creek<br>BU003   | Weed removal – follow up                             |                   | \$46,365  | East Owen St – follow up from 2021 work                                  |
| Bundamba Creek<br>BU002   | Weed removal - New                                   |                   | \$29,144  | Downstream of Blackstone Rd – recent assessment area                     |
| Total of quote            |                                                      |                   | \$80,223  | Quote from Ecosure on additional sites that requires the Trusts approval |
| Bundamba Creek            | Bank Stabilisation Investigations, designs and works |                   | \$15,000  | Upstream of Blackstone Rd where knick point was identified               |
| Bundamba Creek            | Erosion rehabilitation                               |                   | \$200,000 | Redirected to additional weed control sites                              |
| Total                     |                                                      |                   | \$215,000 | Additional works to tender                                               |

## 2025-26 Environmental Works Program

| Creek                | Works                                                                          | Completion Status | Cost      | Notes                                                                                                                                            |
|----------------------|--------------------------------------------------------------------------------|-------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Woogaroo Creek       | Vine Removal – riparian protection                                             |                   | \$20,000  | Continue upstream of current site – potential to use contractor on 2025 site downstream                                                          |
| Woogaroo Creek       | Weed Removal – initial treatment by start of September to support ICC planting |                   | \$15,000  | Martin Koogan Park - Initial weed treatment and removal to allow extension downstream of riparian revegetation activities extension of 2022 site |
| Woogaroo Creek       | Weed Removal - 8 site visits across 2025/26                                    |                   | \$20,000  | Weed removal of previously planted site – assisted regeneration methods.                                                                         |
| Woogaroo Creek       | Riparian Zone extension                                                        |                   | \$80,000  | Extend riparian Zone at 2022 site, both side of the creek.                                                                                       |
| Bundamba Creek       | Weed removal – initial treatment by start of September to support ICC planting |                   | \$15,000  | Worley Park – Treatment will support ICC planting                                                                                                |
| Bundamba Creek       | Weed removal – riparian protection                                             |                   | \$20,000  | Opposite banks of Worley Park – private land with significant Castor Oil infestation.                                                            |
| Bundamba Creek       | Weed Removal - Vine Management                                                 |                   | \$30,000  | Downstream from 2025 site to continue vine weed removal and assess for assisted regeneration                                                     |
| Mihi Creek           | Sediment Source assessment and reach Plan                                      |                   | \$15,000  | Assessment for sediment sources and geomorphic condition                                                                                         |
| Mihi Creek           | Initial Works from reach plan                                                  |                   | \$65,000  | Nature based solutions project for identified erosion hotspots                                                                                   |
| Community Engagement | Landholder Information Material                                                |                   | \$20,000  | Work to develop material for distribution in erosion risk areas identified in Western Creek CAP                                                  |
| Total                |                                                                                |                   | \$300,000 |                                                                                                                                                  |

- Tender for 2025-26 Works Program will be sent next week.

## Additional Projects

### Bursary

- Sites still being identified

### Bremer River

- Bremer River at Warrego Highway bridge to be examined with ICC assistance.



Doc ID No: A12162263

ITEM: 4

SUBJECT: IPSWICH CITY COUNCIL'S FINANCIAL CONTRIBUTION TO THE RESILIENT RIVERS INITIATIVE THROUGH SOUTH EAST QUEENSLAND COUNCIL OF MAYORS

AUTHOR: MANAGER, NATURAL ENVIRONMENT

DATE: 24 OCTOBER 2025

### **EXECUTIVE SUMMARY**

This is a report concerning Ipswich City Council's financial contribution to and Memorandum of Understanding (MoU) with the Resilient Rivers Initiative through Council of Mayors (SEQ) and the associated delivery of the City Deal funding program.

### **RECOMMENDATION/S**

- A. That Council resolve to enter into a non-legally binding Memorandum of Understanding for the purpose of the Resilient Rivers Initiative through the Council of Mayors (SEQ), as per Attachment 1.**
- B. That the Memorandum of Understanding shall provide for a monetary contribution of \$701,862 over the term of the agreement with annual contribution(s) of \$230,217 in 2025-2026, with consideration to \$233,929 in 2026-2027 and \$237,716 in 2027-2028 in future budgets.**

### **RELATED PARTIES**

Council of Mayors (SEQ) Pty Ltd

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

Ipswich City Council has been working with the Council of Mayors (SEQ) as part of the Resilient Rivers Initiative (RRI) since 2014. During this time Council has helped guide the process of developing a catchment-based investment mechanism and more recently the investment strategy and catchment action plans through officer/senior officer involvement and through consultative and steering committees.

To date Council has received more than \$350,000 in financial contributions to carry out waterway and landscape improvements in the Black Snake Creek Catchment and contributions to the Bremer Catchment Officer. This funding provided through the Council of Mayors, with Brisbane City Council as the main funding contributor over the first 5 years, acknowledges the benefits to be gleaned to the city by investing in upstream Catchments.

Over the intervening period Council has contributed 'in kind' to the management and delivery of on-ground works within the focus catchments as well as \$30,000 annually to the support and wages of the Bremer Catchment Officer who is hosted 1-2 days a week at 1 Nicholas Street and is employed in partnership with Scenic Rim Regional Council.

At the end of the 2023-2024 financial year, the Resilient Rivers Initiative completed a review, published the new investment strategy - SEQ City Deal Implementation Plan which also introduced new governance structures and terms to guide the City Deal commitment. This will see \$40M invested into the region's waterways over the next 5 years through the Resilient Rivers Initiative as part of a cooperative partnership between the three levels of government and Seqwater.

In August 2023, the Queensland Government and the Commonwealth of Australia executed the South East Queensland City Deal Schedule to the Federation Funding Agreement – Infrastructure, to fund the South East Queensland City Deal (the SEQ City Deal).

The SEQ City Deal comprises 29 programs and will be administered by the Department of State Development and Infrastructure for the State. Other parts of government are responsible for delivering programs in accordance with the SEQ City Deal. Specifically, the Department of Environment, Tourism, Science and Innovation (DETSI) is responsible for leading the delivery of the Resilient Rivers Initiative (RRSEQ program) under the SEQ City Deal on behalf of the Queensland Government and as agreed in the aforementioned, SEQ City Deal Implementation Plan July 2023.

In order to augment the understanding of roles and responsibilities and formalise expectations, last year the Council of Mayors committed to developing a formal agreement around the terms of the funding. This year along with the request for funding Ipswich City Council was presented with the Memorandum of Understanding, attachment 1.

This had been presented and signed by each member council. Each council will be making a per-capita-based payment as well as in kind investments to cover the total local government level commitment of \$10million across the life of the City Deal.

To date Brisbane, Ipswich, Lockyer Valley, Logan, Moreton Bay, Noosa, Scenic Rim, Somerset, Sunshine Coast and Toowoomba councils have signed and committed funds with Redland City Council progressing their commitment at the time of writing.

Investment into the local catchment has already begun with the hosting of the Bremer River Catchment Action Plan Technical Report workshop at 1 Nicholas Street on Wednesday 10<sup>th</sup> October. This workshop was attended by multiple local catchment and water management practitioner from across several Queensland Government Departments, local government utilities and community catchments groups. This will feed into an updated Bremer Catchment Action Plan and corresponding prioritised investment prospectus focussing on repair and recovery of the Catchment.

Ipswich City Council will also be involved in such plans for the Lower and Mid Brisbane Rivers. These plans are an integral and vital piece of regional guidance for South East Queensland for both City Deal and other catchment management investment.

## **LEGAL IMPLICATIONS**

This report and its recommendations are consistent with the following legislative provisions:  
*Not Applicable*

## **POLICY IMPLICATIONS**

No policy implications.

There is no direct policy implications or relevant material to address this matter.

The objectives of the Resilient Rivers Initiative, and by extension the funding, align with the objectives and intent of the Natural Environment Strategy and Policy.

## **RISK MANAGEMENT IMPLICATIONS**

There is a risk that in not being a contributing member to the RRI, Council may not in turn be eligible to receive the associated leveraged funding through the City Deal to deliver waterway improvement works for the Ipswich Local Government Area.

By extension the Ipswich community and catchment would not receive the full benefits of investments across our catchments. The provision of City Deal funding throughout the region is prefixed on the ability to leverage the funding from all levels of government including local Council members. Non-payment would impact the overall regional contribution

There is a further long-term financial risk that may stem from non-contribution both for Ipswich as partners and broader in that the lack of a financial contribution could limit the delivery or extent of works in the Bremer or Brisbane Catchments and Ipswich's waterways and by extension the region.

The MoU is non-binding and includes termination clauses and is not deemed to present contractual risk to the organisation.

## **FINANCIAL/RESOURCE IMPLICATIONS**

The cost of the contribution is contained within the approved 2025-2026 financial year Environment and Sustainability budget in anticipation of the approval of this commitment.

Future commitments and contributions will be conditional on the availability of a similar approved annual budget line.

## **COMMUNITY AND OTHER CONSULTATION**

Consultation is ongoing with the other member councils, relevant Queensland Government departments and Community Catchment groups in regard to the planning and delivery of projects.

## CONCLUSION

It is recommended that Council enters into the Memorandum of Understanding to the Resilient Rivers City Deal program of investment, in line with other SEQ councils. This in turn will allow Council to maintain access to the funding through the City Deals program for investment in our local and regional waterways in line with the Resilient Rivers Initiative: SEQ City Deal Waterways and Wetlands Investment Strategy

## HUMAN RIGHTS IMPLICATIONS

| HUMAN RIGHTS IMPACTS                                                                                   |                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OTHER DECISION                                                                                         |                                                                                                                                                                                                  |
| (a) What is the Act/Decision being made?                                                               | That Council resolve to enter into a non-legally binding Memorandum of Understanding for the purpose of the Resilient Rivers Initiative through the Council of Mayors (SEQ), as per Attachment 1 |
| (b) What human rights are affected?                                                                    | Nil                                                                                                                                                                                              |
| (c) How are the human rights limited?                                                                  | Not applicable                                                                                                                                                                                   |
| (d) Is there a good reason for limiting the relevant rights?<br>Is the limitation fair and reasonable? | Not applicable                                                                                                                                                                                   |
| (e) Conclusion                                                                                         | The decision is consistent with human rights.                                                                                                                                                    |

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

|    |                                                                                                                                                                                                                     |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Memorandum of Understanding Resilient Rivers - Council of Mayors South East Queensland - Ipswich City Council <a href="#">↓</a>  |
| 2. | Environment and Sustainability Committee Report 3 September 2024 Item 5 <a href="#">↓</a>                                      |

Phil A. Smith

**MANAGER, NATURAL ENVIRONMENT**

I concur with the recommendations contained in this report.

Kaye Cavanagh

**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

***“Together, we proudly enhance the quality of life for our community”***

# Memorandum of Understanding

## Resilient Rivers SEQ

Council of Mayors (SEQ) Pty Ltd ABN 87 141 329 302

Ipswich City Council ABN 61 461 981 077

# Memorandum of Understanding

|         |                                                                                                                                                                                                                                                                        |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date    | 3 September 2025                                                                                                                                                                                                                                                       |
| Parties | <p><b>Council of Mayors (SEQ) Pty Ltd ABN 46 640 294 485</b> of Level 18, Suite 3, 141 Queen Street, Brisbane, QLD 4000<br/>(COMSEQ)</p> <p><b>Ipswich City Council ABN 61 461 981 077</b> of Ground Floor, 1 Nicholas Street, Ipswich, QLD 4305<br/>(the Council)</p> |

## Background

- A. In August 2023, the State of Queensland and the Commonwealth of Australia executed the South East Queensland City Deal Schedule to the Federation Funding Agreement – Infrastructure, to fund the South East Queensland City Deal (the **SEQ City Deal**).
- B. The SEQ City Deal comprises 29 programs and will be administered by the Department of State Development and Infrastructure for the State. Other parts of government are responsible for delivering programs in accordance with the SEQ City Deal. Specifically, the Department of Environment, Tourism, Science and Innovation (**DETSI**) is responsible for leading the delivery of the Resilient Rivers Initiative (**RRSEQ program**) under the SEQ City Deal on behalf of the Queensland Government and as agreed in the SEQ City Deal Implementation Plan July 2023.
- C. In 2024, DETSI entered into a Collaborative Agreement with COMSEQ to fund COMSEQ as the on-ground delivery lead to deliver individual projects to further the aims of the RRSEQ program and report to DETSI about the projects. The Collaborative Agreement also requires COMSEQ to provide a contribution of funding towards the RRSEQ program, on behalf of its members (being each of the Councils listed in Schedule 1).
- D. This MOU sets out the contributions of funding to be made by the Council to COMSEQ for the RRSEQ program, as well as the process for determining the projects to be funded and delivered as part of the RRSEQ program.
- E. The parties acknowledge that this MOU is only binding to the extent expressed in this MOU.

## Operative provisions

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this MOU:

**Activity Schedule** means the schedule of projects and activities to be undertaken using RRSEQ program funding during a particular financial year, developed and approved in accordance with the relevant provisions of the Collaborative Agreement and Project Plan.

**Business Day** means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Brisbane.



**Collaborative Agreement** means the agreement between COMSEQ and DETSI for the funding and delivery of the RRSEQ program, as set out in Schedule 3 (and as may be amended from time to time).

**Commencement Date** means the date on which the last party signs this MOU.

**Confidential Information** has the meaning given in clause 10.1.

**Contribution** means a contribution of funding by a Council to the RRSEQ program, as specified in Schedule 1.

**Funding Agreement** means a funding agreement, substantially on the terms set out in Schedule 5, under which COMSEQ agrees to provide funding to a recipient to carry out a project as part of the RRSEQ program.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Nominated Representatives** means the contact person identified in Schedule 2.

**Project Plan** means the SEQ City Deal Resilient Rivers Initiative Project Plan dated October 2024, as set out in Schedule 4 (and as may be amended or replaced from time to time).

**RRSEQ program** has the meaning given in Recital B and includes the carrying out of the "Project" as defined in the Collaborative Agreement.

---

## 2. Interpretation

In this MOU, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to this MOU, and a reference to this MOU includes any schedule or annexure; and
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.

---

## 3. Status of this MOU

- (a) The parties acknowledge that:
  - (i) this MOU is a statement of the mutual intentions of the parties and, other than in respect of clause 5 and 10, is not intended to be legally binding;
  - (ii) no fiduciary duties exist between them or are established by entering into this MOU;
  - (iii) the parties are not partners or joint venturers in respect of any matter the subject of this MOU; and
  - (iv) none of the parties are bound to proceed with the Funding Agreements contemplated in this MOU.

- (b) The parties acknowledge and accept that nothing in this MOU is intended to fetter the powers of the Council or limit its obligations under any law.

---

#### **4. Term and termination of this MOU**

- (a) Subject to clause 4(b), this MOU commences on the Commencement Date and ends on the expiry or earlier termination of the Collaborative Agreement.
- (b) A party may immediately terminate this MOU by written notice to the other parties.

---

#### **5. Funding obligations**

##### **5.1 Commitment of funding**

- (a) The Council agrees to provide the Contributions specified for the Council in Schedule 1, in accordance with clause 5.2.
- (b) The parties acknowledge that, at the Commencement Date, the Contributions specified in Schedule 1 for FY2023/24 and FY2024/25 have already been paid to COMSEQ.

##### **5.2 Invoicing and payment of funding**

- (a) On or around the commencement of each financial year, COMSEQ will issue an invoice to the Council for the Contribution specified as being payable by that Council for the relevant financial year in Schedule 1.
- (b) Within 15 Business Days of receiving a properly rendered invoice under clause 5.2(a), the Council must pay the Contribution specified in the invoice to COMSEQ's nominated bank account.

##### **5.3 Use of the funding**

COMSEQ will use the Contributions:

- (a) solely and exclusively for the purpose of carrying out the RRSEQ program; and
- (b) in accordance with the Collaborative Agreement and Project Plan.

##### **5.4 Maximum funding**

- (a) Despite any other provisions of this MOU, the Contributions specified in Schedule 1 for the Council are the full amount of the Council's commitment to COMSEQ under this MOU.
- (b) COMSEQ acknowledges and accepts that, for the RRSEQ program:
  - (i) it will not be entitled to any amount in excess of the Contributions specified in Schedule 1 from the Council;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the RRSEQ program; and
  - (iii) the Council makes no representations about future funding and there is no obligation on the Council to provide future funding to COMSEQ in respect of any matter, including the RRSEQ program.

---

## **6. GST**

### **6.1 Definitions**

Words in this clause 6 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

### **6.2 Consideration does not include GST**

Unless otherwise stated, consideration specified in this MOU does not include any amount for GST.

### **6.3 Payment of GST**

If provision of the Contributions is a taxable supply under the GST Act, the Council will pay to COMSEQ the GST amount in addition to the Contributions, subject to COMSEQ first submitting to the Council a valid tax invoice in respect of the supply.

### **6.4 Adjustment and reimbursement**

- (a) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to a Council or to COMSEQ in respect of a supply made under this MOU; or
  - (iv) a decision of any tribunal or court,the amount of GST paid by the Council differs from the amount of GST paid or payable by COMSEQ to the Commissioner of Taxation, then COMSEQ must issue an appropriate GST adjustment note and any difference must be paid by or to the Council as the case may be.
- (b) If a Party is entitled to be reimbursed or indemnified under this MOU, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

---

## **7. Program governance**

The parties acknowledge that:

- (a) the RRSEQ program will be delivered by COMSEQ in accordance with the Collaborative Agreement and the Project Plan;
- (b) for the 2025/26, 2026/27 and 2027/28 financial years, the Collaborative Agreement and the Project Plan contemplate the development and approval of Activity Schedules, in accordance with the governance arrangements outlined in the Project Plan; and
- (c) the Council will be involved in the development and approval of the Activity Schedules, through its participation in the Resilient Rivers Taskforce and other governance bodies established under the Project Plan.

---

## 8. Delivery of projects

The parties acknowledge that, where an approved Activity Schedule contemplates the allocation of funding to a Council to carry out a project or activity as part of the RRSEQ program, the relevant Council will be required to enter into a Funding Agreement with COMSEQ.

---

## 9. Reporting

COMSEQ will provide the Council with a copy of each report submitted by COMSEQ to DETSI under clause 6 of the Collaborative Agreement, within 5 Business Days of the report being provided to DETSI.

---

## 10. Nominated Representatives

- (a) Each Party appoints its Nominated Representatives as its representatives to act as a first contact point for all matters relating to this MOU.
- (b) Any party may change its Nominated Representative by notice in writing to the other parties.

---

## 11. Confidential information

### 11.1 Definition

Confidential information of a party (**Disclosing Party**) means all information:

- (a) treated by the Disclosing Party as confidential; and
- (b) disclosed by the Disclosing Party to another party or of which another party becomes aware, whether before or after the date of this MOU,

except information:

- (c) another party creates (whether alone or jointly with any third person) independent of the Disclosing Party; or
- (d) that is public knowledge (otherwise than as a result of a breach of confidentiality by another party or any of its permitted disclosure),

(**Confidential Information**).

### 11.2 Use and disclosure

Each party (**Recipient**):

- (a) may use Confidential Information of a Disclosing Party only for the purposes of this MOU; and
- (b) must keep confidential all Confidential Information of each Disclosing Party except:
  - (i) for disclosures permitted under clause 10.3; and
  - (ii) to the extent (if any) the Recipient is required by law to disclose any Confidential Information.

### 11.3 Permitted disclosure

A Recipient may disclose Confidential Information of a Disclosing Party to persons who:

- (a) have a need to know for the purposes of this MOU (and only to the extent that each person has a need to know);
  - (b) in the case of the Recipient's officers and employees, have been directed by the Recipient to keep confidential all Confidential Information of the Disclosing Party; and
  - (c) in the case of other persons, have agreed in writing with the Recipient to comply with substantially the same obligations in respect of Confidential Information of the Disclosing Party as those imposed on the Recipient under this MOU,
- (each of (b) and (c) being a **Direction**).

### 11.4 Recipient's obligations

A Recipient must:

- (a) ensure that each person to whom it discloses Confidential Information of a Disclosing Party under clause 10.3 complies with its Direction; and
- (b) notify the Disclosing Party of, and take all steps to prevent or stop, any suspected or actual breach of a Direction.

---

## 12. Dispute resolution

### 12.1 Method of Dispute Resolution

All disputes between the parties under or in connection with this MOU must be resolved in accordance with this clause.

### 12.2 Meeting of nominated representative

- (a) If a party considers that a dispute exists under or in connection with this MOU, that party must give written notice to the other parties setting out the nature of the dispute to the other parties (**Dispute Notice**).
- (b) Within 10 Business Days after the service of a Dispute Notice, the Nominated Representatives must confer at least once to attempt to resolve the dispute.

---

## 13. Governing law

This MOU is governed by the law applying in the State of Queensland.

---

## 14. Costs

The parties will bear their own legal and other costs and expenses arising directly or indirectly with respect to the preparation, negotiation and execution of this MOU, and the activities and transactions contemplated by this MOU.

---

## 15. Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this MOU:

- (a) must be in writing;
- (b) must be addressed to the Nominated Representatives;
- (c) must be signed by (or, in the case of email, sent by) the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand, posted by prepaid post to the addresses for the Nominated Representatives, or sent by email, in accordance with clause 14(b) except that communications pursuant to clause 4(b) cannot be sent by email;
- (e) subject to clause 14(f), is taken to be received by the addressee:
  - (i) (in the case of prepaid post) on the fourth day after the date of posting;
  - (ii) (in the case of email) when the email enters the information system of the addressee; and
  - (iii) (in the case of delivery by hand) on delivery; and
- (f) if taken to be received under clause 14(e) on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

---

## 16. Counterparts

This MOU may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes an original of this MOU, and all together constitute one MOU.

---

## 17. Electronic signatures

- (a) Each party warrants that immediately prior to entering into this MOU it unconditionally consented to:
  - (i) the requirement for a signature under any law being met; and
  - (ii) any other party to this MOU executing it,by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.
- (b) Without limitation, the parties agree that their communication of an offer or acceptance of this MOU, including exchanging counterparts, may be by any electronic method that evidences that party's execution of this MOU.

**Executed as a memorandum of understanding.**

**Executed by Council of Mayors (SEQ) Pty Ltd  
ABN 87 141 329 302** by its authorised  
representative in accordance with s 126 of the  
Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative

**Signed for and on behalf of Ipswich City  
Council ABN 61 461 981 077** by its authorised  
representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative

**Schedule 1 – Council Contributions (ex GST)**

| <b>Council</b>                  | <b>FY2023/24</b> | <b>FY2024/25</b> | <b>FY2025/26</b> | <b>FY2026/27</b> | <b>FY2027/28</b> |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|
| Brisbane City Council           | \$800,000        | \$800,000        | \$816,000        | \$832,320        | \$848,966        |
| <b>Ipswich City Council</b>     | -                | \$224,263        | \$230,217        | \$233,929        | \$237,716        |
| Lockyer Valley Regional Council | \$34,995         | \$34,995         | \$35,695         | \$36,409         | \$37,137         |
| Logan City Council              | \$268,358        | \$268,358        | \$273,725        | \$279,200        | \$284,784        |
| City of Moreton Bay             |                  | \$367,231        | \$369,609        | \$377,001        | \$384,541        |
| Noosa Shire Council             | -                | \$42,800         | \$47,515         | \$48,465         | \$49,435         |
| Redland City Council            | \$50,000         | \$50,000         | \$118,496        | \$120,866        | \$123,283        |
| Scenic Rim Regional Council     | \$38,000         | \$38,000         | \$38,760         | \$39,535         | \$40,326         |
| Somerset Regional Council       | \$11,747         | \$11,747         | \$11,982         | \$12,222         | \$12,466         |
| Sunshine Coast Regional Council | -                | -                | \$351,804        | \$357,107        | \$362,516        |



## Schedule 2 – Nominated Representatives

| Party                          | Nominated Representative Details |                                                                                        |
|--------------------------------|----------------------------------|----------------------------------------------------------------------------------------|
| <b>Council of Mayors (SEQ)</b> | Attention (Role)                 | Chief Executive Officer                                                                |
|                                | Postal Address                   | PO Box 12995, George Street QLD 4003                                                   |
|                                | Phone                            | 07 3040 3470                                                                           |
|                                | Email                            | <a href="mailto:scott.smith@seqmayors.qld.gov.au">scott.smith@seqmayors.qld.gov.au</a> |
| <b>Ipswich City Council</b>    | Attention (Role)                 | Chief Executive Officer                                                                |
|                                | Postal Address                   | PO Box 191, IPSWICH QLD 4305                                                           |
|                                | Phone                            | (07) 3810 6666                                                                         |
|                                | Email                            | <a href="mailto:sonia.cooper@ipswich.qld.gov.au">sonia.cooper@ipswich.qld.gov.au</a>   |

**Schedule 3 – Collaborative Agreement**



## Collaborative Agreement

**Between**      **State of Queensland acting through Department of Environment, Science and Innovation ABN 46 640 294 485**

(Department)

**Council of Mayors (SEQ) Pty Ltd ABN 87 141 329 302 / ACN 141 329 302**

(Collaborator)

### Background

- A. In August 2023, the then Deputy Premier and Minister for State Development, Infrastructure, Local Government and Planning and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure co-signed the South East Queensland City Deal Schedule to the Federation Funding Agreement – Infrastructure between the State of Queensland and the Commonwealth of Australia (**FFA Schedule**) to give effect to the parties' mutual intentions to implement the South East Queensland City Deal (**SEQ City Deal**).
- B. The SEQ City Deal comprises 29 programs and will be administered by the Queensland Government Department of State Development and Infrastructure (**DSDI**) for the State. Other parts of government are responsible for delivering programs in accordance with the SEQ City Deal Implementation Plan July 2023.
- C. The Department is responsible for leading the delivery of the Resilient Rivers Initiative program (**RRI**) under the SEQ City Deal on behalf of the Queensland Government, and as agreed within the SEQ City Deal Implementation Plan July 2023.
- D. To support DSDI to comply with the State's SEQ City Deals reporting requirements, the Department will manage the relationship with the Collaborator and will provide quarterly reporting and milestone reporting for the RRI in accordance with a Memorandum of Understanding between the Department and DSDI.
- E. The Collaborator is the on-ground delivery lead for the RRI. The Collaborator will facilitate the delivery of individual projects to further the aims of the RRI and report to the Department about these projects as outlined in this agreement.
- F. This agreement sets the terms and conditions for project milestones and reporting requirements for projects between the Department and the Collaborator.
- G. The parties have agreed to conduct the Project in accordance with the terms and conditions of this agreement, which consists of this cover page, the signing page and all schedules and annexures.

Collaborative Agreement



**Schedule 1 – Agreement details**

**Item 1 Party details:**

**Department:**

Party Name: State of Queensland acting through Department of Environment, Science and Innovation

ABN: 46 640 294 485

Street Address: 400 George Street, Brisbane QLD 4000

Contact Name: Stephanie Cooper

Contact Postal Address: GPO Box 2215, Brisbane QLD 4001

Contact Telephone: 0413 669 356

Contact Email: Stephanie.Cooper@des.qld.gov.au  
(notices cannot be given by email)

**Collaborator:**

Party Name: Council of Mayors (SEQ) Pty Ltd

ABN/ACN: 87 141 329 302 / 141 329 302

Street Address: Level 18, Suite 3, 141 Queen Street, Brisbane 4000

Contact Name: Joanne Burton

Contact Postal Address: PO Box 12995, GEORGE STREET QLD 4033

Contact Telephone: 07 3040 3479

Contact Email: Joanne.Burton@seqmayors.qld.gov.au  
(notices cannot be given by email)

**Item 2 Term: (clauses 24.1 and 27.1)**

Commencement Date: The date this agreement is executed by the last party to do so.

Expiry Date: 30 December 2029.

**Item 3 Background IP: (clause 10)**

Background IP of the Department: Not applicable

Background IP of the Collaborator: Not applicable

**Item 4 Ownership of Project IP: (clause 11 and clause 12)**

The Collaborator owns the Project IP.

**Item 5 Additional Licence: (clauses 12.1(c) and 27.1)**

Will the IP Owner grant an Additional Licence? Yes

If yes, the IP Owner grants a licence to the other party (**Other Party**) to use the licensed Project IP in accordance with the licence type, for the duration, in the territory, for the purpose, with the rights and on the terms as specified below.

|                                                 |                                                                                                                                                                                     |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Licensed Project IP:</b>                     | all Project IP                                                                                                                                                                      |
| <b>Licence type:</b>                            | non-exclusive                                                                                                                                                                       |
| <b>Duration:</b>                                | Perpetual                                                                                                                                                                           |
| <b>Territory:</b>                               | Worldwide                                                                                                                                                                           |
| <b>Purpose:</b>                                 | non-commercial, research and development purposes                                                                                                                                   |
| <b>Right to sublicense:</b>                     | The Other Party is not permitted to sublicense the exercise of the rights in the licensed Project IP                                                                                |
| <b>Right to Commercialise (clause 12.3(c)):</b> | The IP Owner may not Commercialise the licensed Project IP (including any Background IP incorporated into licensed Project IP) in any manner without the consent of the Other Party |
| <b>Other terms:</b>                             | Nil                                                                                                                                                                                 |

**Item 6 Distribution of Net Commercialisation Proceeds: (clause 12.3(d))**

The distribution of Net Commercialisation Proceeds will be determined using the following method: The IP Owner receives all proceeds.

**Item 7 Confidential Information: (clauses 14 and 27.1)**

Confidential Information of the Department: No additional Confidential Information specified.

Confidential Information of the Collaborator: No additional Confidential Information specified.

**Item 8 Insurance: (clause 16)**

|                                                                                                  |                    |                 |
|--------------------------------------------------------------------------------------------------|--------------------|-----------------|
| Public Liability covering legal liability to third parties for bodily injury or property damage: | \$20,000,000.00    | During the Term |
| Workers' Compensation:                                                                           | As required by law | During the Term |

Professional indemnity appropriate and relevant to the conduct of the Project: \$1,000,000.00 7 years after the Expiry Date

**Item 9 Liability cap: (clause 20)**

\$10,000,000 (ten million dollars)

**Item 10 Special Conditions: (clause 27.1)**

**SC.1 Australian Government eligible expenditure**

For the purposes of this agreement, Australian Government funds provided to the Queensland Government (**AG Funding**) and incorporated as part of the Contribution can only be used on eligible capital expenditure, including:

- (a) purchase (or hire) of equipment and supplies consistent with the projects scope and the commitment's objectives;
- (b) materials for construction (including the purchase of plants, trees, bark, edging, fencing and other relevant landscaping or riparian management materials);
- (c) removal of legislated weed species;
- (d) planting, rehabilitation and landscaping works, including related contract expenditure, consistent with the projects scope and the commitment's objectives; and
- (e) costs of signage, including recognition of significant Indigenous contributions to a project, where appropriate.

**SC.2 Ineligible Australian Government Expenditure**

A non-exhaustive list of ineligible expenditure of AG Funding comprising any part of a Contribution includes:

- (a) any costs incurred prior to the execution of the FFA Schedule;
- (b) corporate overheads and on-costs;
- (c) including core-business for an organisation, including ongoing costs for administration, operation, maintenance and engineering;
- (d) remuneration costs of employees;
- (e) activities, equipment or supplies that are already being supported through other sources;
- (f) financing costs, including interest;
- (g) capital expenditure for the purchase of assets related to the core-business of an organisation (such as office furniture and equipment, computers, printers or photocopiers and the construction, renovation or extension of existing facilities);
- (h) costs involved in the purchase or upgrade/hire of software (including user licences) and ICT hardware;
- (i) recurring or ongoing operational expenditure (including annual maintenance, rent, water and rates, postage, legal and accounting fees and bank charges);
- (j) non-project-related staff training and development costs;



- (k) insurance costs (the participants must effect and maintain adequate insurance or similar coverage for any liability arising as a result of its participation in funded activities);
- (l) debt financing;
- (m) costs related to obtaining resources used on the project, including interest on loans, job advertising and recruiting, and contract negotiations;
- (n) depreciation of plant and equipment beyond the life of the Project;
- (o) on-going maintenance costs;
- (p) costs of purchasing, leasing, depreciation of land;
- (q) infrastructure development costs, including development of road, rail, port or fuel delivery networks;
- (r) costs related to preparing Project plans for this commitment;
- (s) overseas costs; and
- (t) Project activities that have received funding through other Australian Government funding sources or other SEQ City Deal commitments.

**SC.3 Eligible and ineligible expenditure of Queensland Government funds**

The Collaborator must only expend that part of the funding provided by the Queensland Government (**QG Funding**) on costs required to deliver the Project, that include but are not limited to:

- (a) Remuneration costs (including salary and on-costs) of employees and contractors directly involved in delivery of this Project as well as training and travel required to deliver the Project; and
- (b) Costs incurred to deliver the Project as outlined in the SEQ Waterways and Wetlands Investment Strategy including:
  - (i) planning and prioritisation at regional and catchment levels to identify appropriate and targeted investments;
  - (ii) activities required to ensure projects are technically robust, and planned and delivered in a way that meets best-practice techniques and result in lasting outcomes for the community;
  - (iii) on-ground delivery of projects including all materials, safety equipment, consumables etc; and
  - (iv) activities required to ensure that outcomes at all scales can be monitored, evaluated, communicated and reported on including to satisfy Australian and Queensland Government requirements.

The Collaborator must not expend funding provided by the Department as QG Funding on the following ineligible costs, including:

- (c) core business costs (business as usual) including ongoing costs for administration, building maintenance, corporate overheads;
- (d) remuneration costs (including salary and on-costs) of employees and contractors not involved in the delivery of the Project or where involvement in the Project would form part of their normal duties; or

- (e) purchase, lease or hire of capital equipment such as plant, motor vehicles, office furniture and equipment and information and communication technology (ICT) that is not required to assist in the delivery of the Project.

**SC.4 First Nations participations targets**

The Collaborator is responsible for working to meet Indigenous economic participation objectives as required, including:

- (a) a minimum target of 3 percent First Nations employment in relation to the RRI; and
- (b) a minimum expenditure of 3 percent of contract value on First Nations businesses and suppliers.

**SC.5 Record keeping**

The Collaborator will maintain records and provide any reasonably requested data, information and Reports of the type and at the times required to enable the Department to provide quarterly reports to DSDI in accordance with the DSDI MOU.

**SC.6 Communication protocol**

The Collaborator is responsible for complying with the South East Queensland City Deal Communication Protocol.

**SC.7 Financial risk**

The Collaborator will undertake the Project (or relevant part of it) at its own risk, including bearing the risk of Project costs exceeding the amount of the funding provided under the agreement.

**SC.8 Workplace Health and Safety**

To the extent that the Program involves building work, as defined in *the Federal Safety Commissioner Act 2022 (Cth)*, that is not Prescribed Building Work (Building Work), the Collaborator must ensure that:

- (a) contracts for the Building Work are entered into only with builders accredited under the WHS Accreditation Scheme; and
- (b) the builders undertaking the Building Work are accredited under the WHS Accreditation Scheme while they carry out the work,

where,

**Prescribed Building Work** means Building Work which is prescribed by the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023* (or such later rules which amend or replace these rules) for the purposes of subsection 43(4) of the Act.

**WHS Accreditation Scheme** means the Work Health and Safety Accreditation Scheme referred to in section 43 of the *Federal Safety Commissioner Act 2022*.

**SC.9 Project Assessment**

The Collaborator must comply with the *Queensland Government Project Assessment Framework* (as applicable).



Collaborative Agreement



**Schedule 2 – Project Plan**

**Item 1 Project: (clauses 1 and 27.1)**

Resilient Rivers Initiative – SEQ City Deal Program.

The Department is providing the Collaborator \$20 million until September 2027 to deliver the Resilient Rivers Initiative under the SEQ City Deal, which will include establishing the necessary governance and project prioritisation processes, as well as delivering, monitoring, and reporting on on-ground projects with third parties to meet the objectives outlined in Item 2. In addition, the Collaborator is securing an additional commitment of \$10 million from its local government members and has secured an investment of up to \$10 million from industry to bring the total funds to \$40 million.

The on-ground projects will support improvements in urban and rural land management, revegetation, channel works, weed management, bank stabilisation, wetland restoration and filtration systems to improve water quality and enhance the values and services of rivers and surrounds to the residents and visitors to SEQ. The projects delivering on-ground works will usually involve research or investigation phases as a first step before on-ground works can begin. Each project has various sub-projects, stakeholders, and objectives captured in individual detailed project work plans held by the Collaborator.

The projects identified for the first 12 months can be found within Annexure 2, the Program Plan. Future projects will be identified annually, including through the development of Catchment Action Plans. The Department will work with the Collaborator, contributing high-level expert knowledge of catchment management, stakeholder engagement, risk assessment, water quality information and spatial analysis.

Any on-ground projects will be prioritised through governance bodies, with the Department providing strategic oversight. Annexure 1 is the SEQ Waterways and Wetlands Investment Strategy, a joint document created between the Collaborator and Department which sets out the governance and prioritisation process in more detail.

**Item 2 Objectives: (clauses 1 and 27.1)**

The objectives of this project are two-fold. Firstly, to meet the objectives of the SEQ City Deal, under which this project aims to contribute to a more liveable SEQ, by delivering a healthy, sustainable and liveable region through new investments in blue and green environmental assets. Secondly, the more specific goals of the Resilient Rivers Initiative are to:

- Prioritise action that will protect, maintain and enhance the ecosystem services and values provided by the region's waterways and wetlands, using robust information, science and knowledge;
- Promote partnerships with strong leadership and good governance to influence planning and policy in the region to support achievement of the vision;
- Facilitate landholder, community and industry stewardship of waterways and wetlands;
- Incorporate First Nations cultural values and ecological management for waterways and catchments through robust engagement and collaboration; and
- Be a beacon for waterway and wetland investment in the region, working in partnership to realise desired environmental outcomes and investors needs.

### Item 3 Methodology: (clause 1)

The Project will be delivered in accordance with approved Program Plan and Activity Schedules. The initial Program Plan with the Activity Schedule for 2023/24 is at Annexure 2.

A yearly Activity Schedule outlining the specific activities to be undertaken each financial year will be submitted by the Department to DSDI.

The Department and the Collaborator will work together through the established governance processes as well as regular meetings as required to ensure project level governance of the Program.

### Item 4 Contributions: (clauses 1, 5 and 27.1)

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contributions of the Department:   | <p>Quarterly reports to DSDI.</p> <p>Providing \$20 million of funding to the Collaborator to deliver the Project as represented by the funding instalment table in Item 6 of Schedule 2.</p> <p>Representing the Queensland Government and contributing to strategic oversight of Project delivery via attendance at the Portfolio Control Group.</p> <p>Maintaining list of ongoing and completed projects as part of a SEQ wide project database – set to be complete by June 2025.</p> <p>Supporting and delivering water quality monitoring at a SEQ regional scale annually to support evaluation and reporting – data to be made available for analysis, as required.</p> <p>Developing and providing a suite of intervention metrics and monitoring requirements to be used in the Program – preliminary list to be delivered by December 2024.</p> <p>Provision of spatial data to support prioritisation and delivery actions.</p> <p>Provision of in-kind support to create or renew Catchment Action Plans.</p> <p>Liaising with other parties to gather data on delivery of their projects under the RRI – quarterly or as required.</p> |
| Contributions of the Collaborator: | <p>Delivering the Program as per the Collaborator's responsibilities outlined in the Program Plan set out in Annexure 2.</p> <p>Provide data required for quarterly reporting as per Item 11.</p> <p>Reporting on delivery of the Program annually as per Item 11 of Schedule 2.</p> <p>The Collaborator will invest \$10 million (excluding GST) from local governments as contribution to delivering outcomes under the Program by the end of the Program.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

### Item 5 Milestones and Responsibilities: (clauses 1 and 27.1)

| No. | Milestone                                                                                                                                                      | Milestone Date/s | Party/ies Responsible for Milestone |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------|
| 1.  | The finalisation of the Program Plan for submission to DSDI and the Australian Government                                                                      | 30 June 2024     | Collaborator                        |
| 2.  | Completion of 2023-2024 deliverables outlined in the approved Activity Schedule with evidence provided as per reporting template and agreed as adequate by the | 31 August 2024   | Collaborator                        |

Item 4 / Attachment 1.

| No. | Milestone                                                                                                                                                                                                                                               | Milestone Date/s  | Party/ies Responsible for Milestone |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------|
|     | Department; all reporting requirements completed to date (refer to Item 6 of Schedule 2)                                                                                                                                                                |                   |                                     |
| 3.  | Completion of 2024-25 deliverables as outlined in the approved Activity Schedule and evidence provided as per reporting template and agreed as adequate by the Department; all reporting requirements completed to date (refer to Item 6 of Schedule 2) | 31 August 2025    | Collaborator                        |
| 4.  | Program Plan updated, including with an approved Activity Schedule for 2026-27; all reporting requirements completed to date (refer to Item 6 of Schedule 2)                                                                                            | 31 March 2026     | Department                          |
| 5.  | Completion of 2025-26 program and evidence provided as per reporting template and agreed as adequate by the Department; all reporting requirements completed to date (refer to Item 6 of Schedule 2)                                                    | 31 August 2026    | Collaborator                        |
| 6.  | Completion of 2026-27 program to April 2027 and evidence provided as per reporting template and agreed as adequate by the Department; all reporting requirements completed to date (refer to Item 6 of Schedule 2)                                      | 30 June 2027      | Collaborator                        |
| 7.  | Completion of April – June 2027 program, evidence provided as per reporting template and agreed as adequate by the Department, final report + all reporting requirements completed to date (refer to Item 6 of Schedule 2)                              | 30 September 2027 | Collaborator                        |

Item 6 Funding: (clauses 1 and 27.1)

| Instalment description                          | Amount (GST exclusive) | Payment date                                                             |
|-------------------------------------------------|------------------------|--------------------------------------------------------------------------|
| Upon execution of the agreement by both parties | \$3,000,000            | Within 10 Business Days of the date the last party signs this agreement. |
| Upon completion of Milestone 1                  | \$2,500,000            | 30 June 2024                                                             |
| Upon completion of Milestone 2                  | \$2,000,000            | 31 August 2024                                                           |
| Upon completion of Milestone 3                  | \$2,500,000            | 31 August 2025                                                           |
| Upon completion of Milestone 4                  | \$2,500,000            | 31 March 2026                                                            |
| Upon completion of Milestone 5                  | \$2,500,000            | 31 August 2026                                                           |



| Instalment description         | Amount (GST exclusive)       | Payment date      |
|--------------------------------|------------------------------|-------------------|
| Upon completion of Milestone 6 | \$3,000,000                  | 30 June 2027      |
| Upon completion of Milestone 7 | \$2,000,000                  | 30 September 2027 |
| <b>TOTAL:</b>                  | <b>\$20,000,000 (ex GST)</b> |                   |

**In-kind Contribution by the Department**

| In kind activity – annual contributions                        | Cost estimate (exc GST)                                    | Timeframes                          |
|----------------------------------------------------------------|------------------------------------------------------------|-------------------------------------|
| Executive support in governance                                | \$80,000                                                   | Yearly over the agreement timeframe |
| Water quality monitoring regional-scale                        | \$500,000                                                  | Yearly over the agreement timeframe |
| Spatial data including remote sensing                          | \$5,000                                                    | Yearly over the agreement timeframe |
| Technical Support                                              | \$10,000                                                   | Yearly over the agreement timeframe |
| <b>TOTAL</b>                                                   | <b>\$595,000 / yearly during the Term of the agreement</b> |                                     |
| In kind activity – one off contributions                       | Cost estimate (exc GST)                                    | Timeframes                          |
| Preliminary rehabilitation monitoring metrics requirements     | \$20,000                                                   | By December 2024                    |
| Interface + supporting database to identify and track projects | \$10,000                                                   | By June 2025                        |
| <b>TOTAL</b>                                                   | <b>\$30,000</b>                                            |                                     |

**Funding from the Collaborator**

| Activity                                                                                                                                                                                                                                                                                               | Funding (ex GST) | Timeframes   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|
| <ul style="list-style-type: none"> <li>Engaging with Local Governments and other stakeholders</li> <li>Setting up and getting approval of governance</li> <li>Administration of Program including: <ul style="list-style-type: none"> <li>FTE/staffing costs</li> <li>Reporting</li> </ul> </li> </ul> | \$1,203,000      | 2023-2024 FY |

Item 4 / Attachment 1.

| Activity                                                                                                                                                                                                                                                                                                                                                                                                       | Funding (ex GST) | Timeframes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
| <ul style="list-style-type: none"> <li>On-ground delivery of 2023-24 Program as per the Program Plan (Annexure 2)</li> </ul>                                                                                                                                                                                                                                                                                   |                  |            |
| <ul style="list-style-type: none"> <li>Engaging with Local Governments and other stakeholders</li> <li>Administration of Program including: <ul style="list-style-type: none"> <li>FTE/staffing costs</li> <li>Reporting</li> <li>Governance</li> </ul> </li> <li>On-ground delivery of 2024-25 Program as per the Program Plan (Annexure 2)</li> <li>Development and approval of 2025-2026 Program</li> </ul> | \$2,095,000      | 2024-2025  |
| <ul style="list-style-type: none"> <li>Engaging with Local Governments and other stakeholders</li> <li>Administration including: <ul style="list-style-type: none"> <li>FTE/staffing costs</li> <li>Reporting</li> <li>Governance</li> </ul> </li> <li>On-ground Delivery of 2025-26 Program as per the approved Program (Annexure 2)</li> <li>Development and approval of 2026-2027 Program</li> </ul>        | \$2,204,000      | 2025-2026  |
| <ul style="list-style-type: none"> <li>Engaging with Local Governments and other stakeholders</li> <li>Administration including: <ul style="list-style-type: none"> <li>FTE/staffing costs</li> <li>Reporting</li> <li>Governance</li> </ul> </li> <li>On-ground delivery of 2026-27 Program as per the approved Program Plan (Annexure 2)</li> <li>Development and approval of 2027-2028 Program</li> </ul>   | \$2,249,000      | 2026-2027  |
| <ul style="list-style-type: none"> <li>Engaging with Local Governments and other stakeholders</li> <li>Administration and oversight including: <ul style="list-style-type: none"> <li>FTE/staffing costs</li> <li>Reporting</li> </ul> </li> </ul>                                                                                                                                                             | \$2,294,000      | 2027-2028  |

**Item 4 / Attachment 1.**

| Activity                                                                                                                                                  | Funding (ex GST)             | Timeframes |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------|
| <ul style="list-style-type: none"> <li>▪ Governance</li> <li>• On-ground delivery of 2027-28 Program as per approved Program Plan (Annexure 2)</li> </ul> |                              |            |
| <b>TOTAL</b>                                                                                                                                              | <b>\$10,045,000 (ex GST)</b> |            |

**Total proposed budget under this agreement - GST exclusive**

| RRI City Deal Investment Cashflow (\$,000) |               |               |               |               | Total         |
|--------------------------------------------|---------------|---------------|---------------|---------------|---------------|
|                                            | Federal       | State         | Collaborator  | State In kind |               |
| Year 1 23/24 FY                            |               | 3,000         | 1,203         | 595           | 4,798         |
| Year 2 24/25 FY                            | 2,500         | 2,500         | 2,095         | 625           | 7,720         |
| Year 3 25/26 FY                            | 2,000         | 2,500         | 2,204         | 595           | 7,299         |
| Year 4 26/27 FY                            | 4,500         |               | 2,249         | 595           | 7,344         |
| Year 5 27/28 FY                            | 1,000         | 2,000         | 2,294         | 595           | 5,889         |
| <b>TOTAL:</b>                              | <b>10,000</b> | <b>10,000</b> | <b>10,045</b> | <b>3,005</b>  | <b>33,050</b> |

**Item 7 Site: (clauses 1 and 27.1)**

Refer to the Program Plan set out in Annexure 2 for individual sites.

**Item 8 Key Personnel: (clauses 1.3 and 27.1)**

Not applicable.

**Item 9 Project Leader/s: (clauses 2 and 27.1)**

- Stephanie Cooper, Director, Healthy Waters and Wetlands, the Department.
- Joanne Burton, Director, Resilient Rivers Initiative, the Collaborator.

**Item 10 Project Committee: (clauses 3 and 27.1)**

Will the parties establish a Project Committee? No

Item 11 Reporting: (clauses 6 and 27.1)

| Report Description        | Reporting Period                                  | Report requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Due date/s                                                                                                                                                                                                           |
|---------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quarterly Reports         | Every 3 months                                    | <p>The Department will develop a Quarterly Report template. Once the template is provided to the Collaborator subsequent reports must be submitted using the template format.</p> <p>Each Quarterly Report is to include appropriate records and lines of evidence to enable the assessment of the value of the Program for local communities in South East Queensland in accordance with the SEQ City Deal Implementation Plan July 2023 (<b>Implementation Plan</b>).</p> | <p>10 working days after the last day of each month:</p> <ul style="list-style-type: none"> <li>• March</li> <li>• June</li> <li>• September</li> <li>• Decemember</li> </ul> <p>For the duration of the project</p> |
| Yearly completion reports | Annually                                          | <p>Report on FY project and program delivery to the satisfaction of the Department.</p> <p>Includes all evidence to substantiate progress against deliverables in Program Plan.</p> <p>Includes all financial aquittal information.</p> <p>Includes how Project funds spent on eligible activities as well as how Project funds spent, and contributions from the Collaborator, the Department and leveraged industry investment.</p>                                       | Sept 2024, 2025,2026, 2027                                                                                                                                                                                           |
| Final report              | At the end of Program, should it not be extended. | The requirements for this report will be provided in September 2026 and included as a variation to this agreement.                                                                                                                                                                                                                                                                                                                                                          | September 2027 unless the program is extended.                                                                                                                                                                       |

Collaborative Agreement



### Schedule 3 Terms and conditions

#### 1. Project

##### 1.1 Nature of the Project

Each party acknowledges that the Project involves the conduct of genuine research and that the outcomes of the Project are not yet known.

##### 1.2 Conduct of the Project

Each party must:

- (a) conduct the Project and meet its Responsibilities in accordance with Schedule 2, including in accordance with the methodology specified in Item 3 of Schedule 2;
- (b) conduct the Project in accordance with generally accepted professional, scientific and ethical principles and standards;
- (c) obtain and comply with any statutory ethical clearances required for the conduct of the Project including any required animal ethics clearances;
- (d) make its Contributions on the terms and at the times set out Item 4 of Schedule 2 or as otherwise specified in this agreement;
- (e) use its best endeavours to:
  - (i) achieve the Objectives; and
  - (ii) meet the Milestones by the due dates;
- (f) apply all Project funds, including all monetary Contributions, solely for conducting the Project;
- (g) ensure that its Representatives and Key Personnel carry out its Responsibilities:
  - (i) at the Site;
  - (ii) with due professional care and skill; and
  - (iii) under the supervision of the Project Leader;
- (h) keep full and accurate records of:
  - (i) its compliance with its Responsibilities; and
  - (ii) work done and results achieved in regards to the Project;
- (i) comply with applicable laws and regulations (including obtaining and maintaining any licence or authorisation required for each party to conduct the Project);
- (j) cooperate fully with each other in dealings with any relevant government or regulatory authority in relation to the Project, as reasonably required;



- (k) supply the other party with information the other party reasonably requires so that it is not delayed in performing its obligations under this agreement; and
- (l) act in good faith towards the other party in conducting the Project.

### 1.3 Key Personnel

- (a) Each party will:
  - (i) use its best endeavours to ensure that the Project is carried out by its Key Personnel; and
  - (ii) ensure that its Key Personnel are competent and have the necessary skills to carry out the Project.
- (b) If any of a party's Key Personnel are not available to carry out the Project, that party may replace him/her with persons of substantially equivalent experience and expertise by giving prior written notice to the other party.

---

## 2. Project Leader

### 2.1 Appointment

- (a) The parties must:
  - (i) appoint, and maintain at all times during the Term, a Project Leader; and
  - (ii) ensure that the Project Leader:
    - (A) has read this agreement, including the Project Plan;
    - (B) is appropriately qualified to manage the Project; and
    - (C) is appropriately authorised (subject to any limitations made known to the parties by the date of their appointment) to make decisions in relation to the Project in accordance with clause 2.2.
- (b) The parties may replace the Project Leader with a person of substantially equivalent experience and expertise at any time during the Term.

### 2.2 Role of Project Leader

The parties agree that the Project Leader will have responsibility for and authority to:

- (a) oversee the conduct of the Project;
- (b) consider Research Reports;
- (c) discuss and recommend to the parties or the Project Committee, if applicable, any proposed variations to any aspect of the Project; and
- (d) manage the Project IP, including by:
  - (i) identifying Project IP when it is created; and
  - (ii) making recommendations to the parties or the Project Committee, if applicable, about Project IP that should be:

- (A) retained as Confidential Information;
- (B) protected by registration or any other means; or
- (C) disclosed in any publication in accordance with clause 13.

---

### **3. Project Committee**

#### **3.1 Establishment**

- (a) Unless Item 10 of Schedule 2 specifies otherwise, the parties will establish a Project Committee to:
  - (i) make decisions regarding the Project Leader on the parties' behalf in accordance with clause 2.1;
  - (ii) administer this agreement; and
  - (iii) oversee the Project.
- (b) Each party will bear its own costs of participating in the Project Committee.
- (c) All matters to be determined by the Project Committee will be decided unanimously.

#### **3.2 Composition**

- (a) The Project Committee will be comprised of an equal number of Representatives from each of the parties.
- (b) At the Commencement Date, the Project Committee will be comprised of the Representatives specified in Item 10 of Schedule 2.
- (c) The Project Committee is to be chaired by a Representative of the Department (**Chairperson**).
- (d) If a position listed in specified in Item 10 of Schedule 2 ceases to exist during the Term, a Representative of the party occupying a position which has some or all of the responsibility for the previous position will occupy the relevant position on the Project Committee.
- (e) The parties may alter the composition of the Project Committee or the identity of the Chairperson by agreement.

#### **3.3 Meetings**

- (a) The Project Committee will meet at the frequency specified in Item 10 of Schedule 2 unless otherwise agreed, with the meeting to be convened and chaired by the Chairperson. If the Chairperson cannot attend a meeting of the Project Committee, another member of the Project Committee nominated by the Department will act as Chairperson for that meeting. Meetings may be held using electronic and other means of communication.
- (b) The quorum for a meeting of the Project Committee is one member nominated by each party.
- (c) At each meeting the Project Committee will discuss:
  - (i) the status and progress of the Project;

- (ii) each party's Contribution to the Project;
  - (iii) any recommendations made by the Project Leader; and
  - (iv) any other issues relevant to this agreement or the Project.
- (d) The parties agree to negotiate in good faith to resolve and agree upon a course of action on any issue that has been raised in the meeting.
- (e) If, as part of any agreement reached pursuant to clause 3.3(d), the parties agree to amend this agreement, the parties acknowledge that such amendment will have no effect unless and until this agreement is amended in accordance with clause 26.5.
- (f) If an issue cannot be resolved in accordance with this clause 3.3 at any time, 2 or more members of the Project Committee may notify the parties that they wish to refer the matter to resolution pursuant to clause 22.

---

#### 4. Subcontracting

- (a) A party (**Subcontracting Party**) must not subcontract the whole, or any part, of the party's obligations under this agreement without the prior written consent of the other party, which may not be unreasonably withheld.
- (b) The other party's consent under clause 4(a) shall not be deemed to be unreasonably withheld if the other party considers (in its sole discretion) that a proposed subcontractor is not qualified, experienced or competent to perform an obligation.
- (c) Any request for consent to subcontract must include written particulars of the work or obligations to be subcontracted and the name and address of the proposed subcontractor. The Subcontracting Party must give the other party any other information which the other party reasonably requests, including the proposed subcontract documents.
- (d) The other party's consent to any subcontract will not release the Subcontracting Party from, or reduce the extent of, its liabilities or obligations under this agreement.
- (e) The Subcontracting Party is and will remain liable to the Department for the acts, defaults or omissions of any subcontractor as if those acts, defaults and omissions were those of the Subcontracting Party.

---

#### 5. Contributions

##### 5.1 Obligation

An obligation of a party to provide a Contribution is subject to the party's reasonable satisfaction that:

- (a) all Milestones related to that payment have been achieved; and
- (b) the other party is not otherwise in breach of this agreement.

##### 5.2 Monetary Contributions

- (a) Unless expressly provided otherwise in this agreement, neither party has any liability to:
  - (i) fund the Project;

- (ii) pay or reimburse money to the other party; or
  - (iii) pay or reimburse the other party for any outstanding liability of the party in respect of any contract, commitment or expenditure of the other party in relation to carrying out the Project.
- (b) All monetary Contributions provided by a party under this agreement must be used for the sole purpose of carrying out the Project.
- (c) Notwithstanding any other provision of this agreement, the Department is not obligated to make nor liable for any payment of a monetary Contribution until it has received cleared funds from DSDI for the amount of that instalment.
- (d) Where a party (**Payer**) pays monetary Contributions to the other party (**Payee**), the Payee will, whenever reasonably required by the Payer, promptly produce invoices, receipts or other evidence satisfactory to the Payer of the proper use and application of the monetary Contributions provided by the Payer.
- (e) If part of any payment of monetary Contributions to a Payee remains uncommitted at the end of the Term, the amount of uncommitted monetary Contributions will become a debt due and payable to the Payer.

### 5.3 Non-monetary Contributions

- (a) Unless expressly provided otherwise in this agreement or otherwise agreed in writing, non-monetary Contributions provided by a party remain the absolute property of that party, or where non-monetary Contributions have been provided by a third party, of the third party.
- (b) A party providing an item of equipment as a non-monetary Contribution will be solely responsible for the purchase, installation, maintenance and insurance of such items. The party must:
  - (i) not encumber or dispose of the equipment without the prior approval of the other party (not to be unreasonably withheld);
  - (ii) ensure the equipment is available at such times and for such periods as to ensure the Project is not interrupted or delayed;
  - (iii) secure and safeguard the equipment against theft, loss, damage or unauthorised use;
  - (iv) be responsible for maintenance of the equipment in good working order;
  - (v) be fully responsible for, and bear all risks arising in relation to, the use and disposal of the equipment; and
  - (vi) maintain a register of the equipment and, if requested, provide a copy of the register to the other party.

### 5.4 Misapplied funds

- (a) If the Collaborator uses the monetary Contributions provided by the Department other than in accordance with this agreement (**Misapplied Funds**):
  - (i) the Department may, by written notice, require the Collaborator to refund the Misapplied Funds; and



- (ii) if the Department exercises its rights under clause 5.4(a)(i), then the Collaborator must within 10 Business Days of receipt of the notice refund the Misapplied Funds plus any interest on it calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Department's notice and is fully capitalised on the last day of each month if unpaid; and
- (iii) if the Misapplied Funds are not repaid in accordance with clause 5.4(a)(ii), the Department may:
  - (A) recover the amount as a liquidated debt due to the Department; or
  - (B) set the amount off against any other amount payable by the Department to the Collaborator, whether under this agreement or otherwise.
- (b) Nothing in this clause 5.4 affects the accrued rights or remedies of the Department, including the right to terminate this agreement in accordance with clause 24.3.
- (c) Where the Department becomes aware of Misapplied Funds after the Term, clause 5.4(a) will apply in accordance with clause 24.5(b).

---

## 6. Reporting

### 6.1 Reports

At the times and in the format specified in Item 11 of Schedule 2, the Collaborator must provide the Department with the Reports.

### 6.2 Cooperation

Each party must provide all information reasonably required by the other party to enable it to prepare the Reports.

---

## 7. Access to the Project

- (a) Each party will ensure that the other party is allowed, during normal business hours, access to the Site and will provide all reasonable assistance to allow the other party's Representatives to:
  - (i) speak to the persons associated with the Project;
  - (ii) examine, copy and otherwise inspect any books of account or technical records relating to the Project;
  - (iii) inspect any non-monetary Contributions used in the carrying out of the Project; and
  - (iv) make any other inquiries of any person who may be associated with the generation and/or examination of Project IP.
- (b) Each party will comply and ensure that its Representatives comply with all reasonable rules, directions and procedures including those relating to security and to work health and safety in effect at the Site that each party is made aware of or ought reasonably to be aware of.

---

**8. Records**

Each party must:

- (a) keep proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about:
  - (i) all aspects of this agreement, including records about the performance of this agreement and whether time frames and performance requirements for this agreement are met; and
  - (ii) its affairs generally,in secure storage for at least 7 years after the Expiry Date; and
- (b) comply with any additional recordkeeping obligations specified in this agreement.

---

**9. Audit**

**9.1 Audit**

The Collaborator will, upon 5 days' notice or as otherwise agreed, permit and provide persons nominated by the Department (**Auditors**) supervised access to the Collaborator's premises, books, records, documents, computer systems, equipment and other property relevant to the performance of this agreement to verify compliance by the Collaborator with its obligations under this agreement and its likely capacity to continue to comply with its obligations in the future (**Audit**).

**9.2 Security**

In undertaking the Audit, the Department will ensure that the Auditors comply with reasonable security requirements of the Collaborator made known to the Department.

**9.3 Cooperation**

The Collaborator will do things reasonably necessary to facilitate a prompt and efficient Audit.

**9.4 Copies of materials**

The Auditors may make copies of books, records, documents and other materials they have access to as part of an Audit.

**9.5 Costs of the Audit**

The Department is responsible for costs incurred by it in relation to an Audit unless the Audit reveals material non-compliance of the Collaborator with its obligations under this agreement in which case the Collaborator is liable to the Department for the costs incurred by the Department in relation to the Audit.

**9.6 Disclosure of Audit information**

The Department may disclose the Audit findings and the Audit recommendations to a third party.

**9.7 Audit recommendations**

If requested by the Department, the Collaborator will implement Audit recommendations and comply with Audit findings to the extent necessary to ensure that the collaborator continues to perform its obligations in accordance with this agreement.

---

**10. Background IP**

- (a) This agreement does not affect ownership of Background IP.
- (b) Subject to any existing licences or encumbrances disclosed by a party at the time of making its Background IP available, the parties grant to each other a non-exclusive, non-transferable, royalty free licence to use each other's Background IP:
  - (i) during the Term, for the purpose of conducting the Project in accordance with this agreement; and
  - (ii) during and after the Term, to the extent that the Background IP is necessary to use the Project IP as licensed under this agreement.
- (c) Each party represents and warrants to the other party that:
  - (i) to the best of its knowledge at the Commencement Date without conducting patent or other IP Rights application or registration searches, and except to the extent disclosed at Item 3 of Schedule 1, the Background IP may be used without restriction in the conduct of the Project; and
  - (ii) except with the prior written approval of the other party (not to be unreasonably withheld or delayed), it will not assign, encumber or otherwise deal with, dispose of or Commercialise its Background IP in a manner that would limit a party's ability to use that Background IP in accordance with this agreement.
- (d) Each party agrees that:
  - (i) it will take all reasonably necessary steps (at the cost of a licensor of the Background IP) and provide assistance as reasonably required by that licensor to protect the licensor's Background IP; and
  - (ii) it will give to the licensor of the Background IP prompt notice of any suspected or actual infringement of Background IP of which it becomes aware.

---

**11. Project IP – General provisions**

**11.1 Ownership of Project IP**

- (a) Each party will promptly notify the other party in writing of:
  - (i) any Project IP created; and
  - (ii) any improvements made to the Project IP,and in any event not more than 20 Business Days following its creation or improvement.
- (b) The ownership of Project IP is as set out in Item 4 of Schedule 1.

- (c) Where a Student generates Project IP, the Responsible Party must ensure that the Student assigns any and all Project IP (other than copyright in any Thesis) in accordance with clause 12.
- (d) If a party has engaged a subcontractor in accordance with clause 4, that party must ensure that the subcontractor assigns any Project IP in accordance with clause 12.
- (e) Each party at its own cost must do all things reasonably necessary to ensure IP Rights vest in accordance with clauses 11.1(b), including the signing of any required documentation as requested by the owner of the Project IP under clause 11.1(b).

## **11.2 Moral Rights Consent**

Each party must obtain Moral Rights Consents from its Representatives with respect to any publication authored or co-authored by those persons.

## **11.3 Infringement**

Each party will give the other prompt notice of any claim or allegation made against it that the exercise of any rights under this agreement constitutes an infringement of the rights of any third party.

---

## **12. One party owns Project IP**

### **12.1 Ownership and rights**

- (a) All rights, title and interests in the Project IP belong solely to the IP Owner. Project IP is immediately assigned to and vests in the IP Owner as those rights are created.
- (b) The IP Owner grants to the other party (**Other Party**) a fully paid up, worldwide, royalty-free, non-exclusive, non-assignable right to use, reproduce, adapt and improve the Project IP (including any Background IP incorporated into Project IP) during the Term, for the purposes of carrying out the Project.
- (c) If specified in Item 5 of Schedule 1, the IP Owner also grants to the Other Party the Additional Licence.
- (d) Improvements to the Project IP made by any party are owned by the IP Owner and the provisions of this clause 12 apply to such improvements.
- (e) The Other Party:
  - (i) hereby assigns its rights, title and interest in the Project IP as required to give effect to clauses 12.1(a) and 12.1(d);
  - (ii) acknowledges that all Project IP coming into existence in the future will vest in the IP Owner from the date of its creation and no additional documentation is necessary to complete the assignment made under this clause 12; and
  - (iii) acknowledges that Project IP is the Confidential Information of the IP Owner, and the Other Party will keep the Project IP confidential in accordance with clause 14.

### **12.2 Warranty**

The Other Party warrants that:



- (a) it has the right to assign the Project IP in accordance with clause 12.1(e)(i) of this agreement; and
- (b) the assignment referred to in clause 12.1(e)(i) includes all of the Project IP created by its Representatives.

### 12.3 Project IP protection and Commercialisation

- (a) The IP Owner may, at its cost, apply for, maintain and prosecute protection for the Project IP (including the Background IP to the extent that it is incorporated in the Project IP) in its own name and in any manner it elects.
- (b) The Other Party must:
  - (i) assist the IP Owner to exercise its rights in clause 12.3(a) by providing all necessary information it has in its possession and execute all documents required by the IP Owner from time to time; and
  - (ii) give the IP Owner prompt notice of any suspected or actual infringement of the Project IP (including any Background IP incorporated into Project IP) of which it becomes aware.
- (c) Unless otherwise specified in the terms of the Additional Licence (if any), the IP Owner may Commercialise the Project IP (including any Background IP incorporated into Project IP) in any manner.
- (d) Net Commercialisation Proceeds received as a result of the Commercialisation of the Project IP by the IP Owner must be distributed between the parties in accordance with Item 6 of Schedule 1.

---

### 13. Publications

- (a) A party must not make any publication in connection with this agreement except in accordance with this clause 13.
- (b) A party intending to publish must, at least 30 days before the date of the proposed publication, provide to the other party a copy of the material intended to be published.
- (c) Within 14 days of a party's receipt of material under clause 13(b), that party must either:
  - (i) provide written consent to the other party's intended publication of any or all of the material; or
  - (ii) reasonably request that other party delay or amend the proposed publication.
- (d) If a party does not:
  - (i) provide written consent in accordance with clause 13(c)(i); or
  - (ii) request a delay or amendment in accordance with clause 13(c)(ii),that party is deemed to give consent to the other party to publish the material.
- (e) A party may require, as a condition of any consent referred to in clause 13(c), acknowledgment of the collaboration of the party including authorship, and the use

of any Contributions provided or made available by the party for or in relation to the generation of the relevant material.

---

## **14. Confidentiality**

### **14.1 Confidential Information**

Subject to clause 14.2, a party must not:

- (a) disclose the other party's Confidential Information to a third party; or
- (b) use the other party's Confidential Information other than for the purposes of performing this agreement.

### **14.2 Exceptions**

A party may disclose the other party's Confidential Information:

- (a) with the other party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with its obligations, or to exercise its rights, under this agreement;
- (e) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
- (f) to the extent necessary to enforce its rights or defend a claim or action under this agreement; and
- (g) where that party is the Department:
  - (i) to the responsible Minister administering the Department and their personal and departmental advisers;
  - (ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland;
  - (iii) to any Commonwealth department, Queensland Government department, agency, authority or Minister; or
  - (iv) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

### **14.3 Limiting disclosure**

Before the Collaborator or any of its Representatives discloses any Confidential Information under clause 14.2(e) or 14.2(f) that contains the Department's Background IP, or, if the Department is the IP Owner, any Project IP:

- (a) the Collaborator must notify the Department as soon as reasonably practicable after it becomes aware that disclosure is required;

- (b) the Collaborator must give the Department a reasonable opportunity to comment on the requirement for, and the proposed form of, the disclosure; and
- (c) the Collaborator must take all steps reasonably required by the Department to limit or restrict the disclosure of the relevant Confidential Information.

**14.4 Breach of confidentiality**

- (a) If a party becomes aware of a suspected or actual breach of this clause 14 the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 14.

**14.5 Return of Confidential Information**

Subject to a Recipient needing to retain Confidential Information to properly exercise its rights to the Background IP and Project IP granted pursuant to this agreement, the Recipient will return or destroy (at the Discloser's discretion) material containing Confidential Information when it is no longer required by the Recipient, or otherwise when directed by the Discloser, except for any Confidential Information required to be retained at law.

**14.6 Collaborator's undertaking**

- (a) The Collaborator must ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 14.
- (b) The Department may, at any time, require the Collaborator to arrange for its Representatives engaged in the performance of this agreement, to give written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 14.

---

**15. Privacy and Personal Information**

- (a) This clause 15 applies where this agreement amounts to a service arrangement under the *Information Privacy Act 2009* (Qld).
- (b) For the purpose of this clause 15, **Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).
- (c) If the Collaborator collects or has access to Personal Information in performing this agreement, the Collaborator must:
  - (i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this agreement, as if the Collaborator was the Department;
  - (ii) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
  - (iii) not use Personal Information other than for the purposes of performing this agreement, unless required or authorised by law;
  - (iv) not disclose Personal Information without the consent of the Department, unless required or authorised by law;

**Item 4 / Attachment 1.**

- (v) not transfer Personal Information outside of Australia without the consent of the Department;
  - (vi) ensure that access to Personal Information is restricted to those of the Collaborator's employees and officers who require access in order to perform their duties under this agreement;
  - (vii) ensure that the Collaborator's officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under this agreement;
  - (viii) ensure that the Collaborator's agents and subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Collaborator under this clause 15;
  - (ix) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
  - (x) comply with such other privacy and security directions and policies as the Department reasonably advises the Collaborator in writing from time to time.
- (d) The Collaborator must immediately notify the Department on becoming aware of any breach, suspected breach or complaint alleging something that would, if proved, be a breach of clause 15(c) and provide full details of the breach, suspected breach or complaint.
- (e) On request by the Department, the Collaborator must obtain from its Representatives engaged for the purposes of this agreement, an executed deed of privacy in a form acceptable to the Department.

---

**16. Insurance**

- (a) The Collaborator must effect and maintain the types of insurance in the amounts and for the duration specified in Item 8 of Schedule 1 with an insurer and on terms approved by the Department (such approval not to be unreasonably withheld).
- (b) Upon reasonable request, the Collaborator must provide the Department with evidence in a form acceptable to the Department of the terms and currency of the insurance required under clause 16(a), including copies of insurance policies and any endorsements or amendment to such policies.

---

**17. Warranty**

Each party warrants and represents that to the best of its knowledge and belief at the Commencement Date, it has the power, authority and ability, and has obtained all necessary consents to enter into this agreement and perform its obligations under this agreement.

---

**18. Conflict of interest**

- (a) The Collaborator warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this agreement.
- (b) The Collaborator must use its best endeavours (including making all diligent inquiries) to ensure that:



- (i) a situation does not arise that may result in a conflict of interest; and
  - (ii) none of its Representatives engage in any activity or obtains any interest that may reasonably be considered to conflict with, or restrict the Collaborator in performing its obligations under this agreement fairly and independently.
- (c) The Collaborator must not engage in any activity, transaction or arrangement that would be likely to result in a conflict of interest arising or continuing (including any activity, transaction or arrangement which the Department may reasonably view as a conflict of interest), unless the Department has given written approval for the Collaborator to engage in that activity.
- (d) If a conflict of interest or risk of conflict of interest arises, the party in conflict will immediately give notice of the conflict of interest, or the risk of it, to the other party, provide any information reasonably requested by the other party and take such steps reasonably required by the other party to resolve or otherwise deal with the conflict of interest.

---

## 19. Indemnity

### 19.1 Parties to indemnify

- (a) Each party (**Indemnifying Party**) indemnifies the other party and its Representatives (**Indemnified**) against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:
  - (i) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this agreement or a breach of this agreement by the Indemnifying Party; or
  - (ii) any infringement or alleged infringement of any IP Rights or Moral Rights of any person, which infringement or alleged infringement occurred by reason of the use of the Indemnifying Party's Background IP or the Indemnifying Party's contribution to the Project IP in accordance with this agreement.
- (b) The Indemnifying Party's liability to indemnify the Indemnified under clause 19.1(a) will be reduced proportionally to the extent that any unlawful or negligent act or omission or breach of this agreement by the Indemnified contributed to the loss or damage.
- (c) The indemnity granted in clause 19.1(a) is in addition to and not exclusive of any other remedies that may be available at law.
- (d) It is not necessary for a party to incur expense or to make a payment before enforcing a right of indemnity conferred by this agreement.

---

## 20. Liability

### 20.1 Limitation of liability

Except in relation to liability:

- (a) for personal injury (including sickness and death) or property damage or loss;

- (b) for a breach of clause 5;
- (c) for a breach of clause 11 or 12;
- (d) for a breach of clause 14;
- (e) arising under clause 19; or
- (f) for which the Collaborator is required to maintain insurance or is actually insured,

each party's liability (whether in contract, tort, statute or otherwise) to the other party for all claims is limited in aggregate to the amount specified in Item 9 of Schedule 1.

#### 20.2 No liability for consequential or indirect loss

Except in relation to a breach of clause 5, 11, 12 or 14 of this agreement, neither party will in any circumstances (including for negligence) be liable to the other for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of bargain, loss or denial of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of production, loss of data or goodwill, loss of credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this agreement.

---

#### 21. GST

- (a) In this clause 21:
  - (i) words or expressions used that are defined in the GST Act have the same meaning as defined in that Act, unless the context suggests otherwise;
  - (ii) "GST" has the meaning in clause 27.1;
  - (iii) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 21;
  - (iv) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts; and
  - (v) a reference to GST payable by or input tax credit entitlement of a party includes any GST payable by, or input tax credit entitlement of, the representative member of any GST group of which that party (or the entity on whose behalf that party is acting) is a member.
- (b) Unless otherwise expressly stated, all consideration to be provided under any other provision of this agreement is exclusive of GST.
- (c) If a party is required under this agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that other party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that other party (or an entity on whose behalf the other party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (d) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this agreement, the parties agree that:

- (i) unless the consideration for that supply is specified to be inclusive of GST, an additional amount will be payable by the party providing consideration for that supply (**Supply Recipient**) equal to the amount of GST payable by the Supplier on that supply (**GST Amount**);
  - (ii) the GST Amount is payable at the same time as any part of the consideration is to be first provided for that supply and the Supplier will provide a tax invoice to the Supply Recipient in respect of that supply, no later than that time; and
  - (iii) where GST Amounts are payable between parties to this agreement pursuant to clause 21(d)(i), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obligated only to provide the tax invoice referred to clause 21(d)(ii) no later than the time at which the first part of any consideration is provided for that supply.
- (e) If the GST Amount recovered by the Supplier from the Supply Recipient under clause 21(d) for a supply differs for any reason from the amount of GST paid or payable by the Supplier on that supply, then the Supply Recipient must pay to the Supplier on demand (or the Supplier credit the Supply Recipient with) the amount of that difference. The Supplier must give the Supply Recipient an adjustment note within 14 days after the date of any adjustment event. A demand for payment by the Supplier under this clause 21(e) must be in the form of, or accompanied by, an adjustment note or a tax invoice.
- (f) If a party receiving a payment from the Department under this agreement does not have and cannot provide their Australian Business Number (**ABN**), that party must complete the "Statement by a Supplier" published by the Australian Taxation Office and provide that statement to the Department prior to the date the payment is to be made. If that party does not provide that statement to the Department, that party acknowledges and accepts that the Department may be obliged to withhold an amount from the payment and remit that withheld amount to the Australian Taxation Office.

---

## 22. Dispute resolution

### 22.1 Dispute resolution process

- (a) Subject to clause 22.3, the parties will adhere to the following procedure in relation to disputes arising from this agreement, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Contact for a party may notify the other, in writing of the occurrence of a dispute (**Dispute Notice**) and the Contacts will try to resolve the dispute through negotiation.
- (c) If the Contacts are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute is to be referred to:
  - (i) for the Collaborator, the person holding the position of Chief Executive Officer (or equivalent); and
  - (ii) for the Department, the Deputy Director General or the Director General of the Department,for resolution.



- (d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 22.1(c), the parties may agree to refer the dispute to a mediator agreed by the parties with costs to be shared equally between the parties.

## **22.2 Continuity during dispute**

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this agreement.

## **22.3 Urgent interlocutory relief**

Nothing in this clause 22 prevents either party from commencing court proceedings relating to any dispute arising from this agreement at any time where that party seeks urgent interlocutory relief.

---

## **23. Performance of failed obligations**

### **23.1 Department may perform obligations**

If the Collaborator fails to perform an obligation under this agreement and such failure is not remedied within 14 days of the Department notifying the Collaborator of the failure:

- (a) the Collaborator authorises the Department or its nominee to act on the Collaborator's behalf in performing the Collaborator's obligations; and
- (b) the Department or its nominee may (but is not obliged to) perform the obligation.

### **23.2 Collaborator responsible for costs**

Where the Department or its nominee performs an obligation of the Collaborator under clause 23.1, the costs of that performance are to be taken as a debt due and payable to the Department.

### **23.3 Collaborator responsible for obligation**

The Collaborator is not relieved from its failure to meet an obligation by the Department or its nominee performing that obligation in accordance with clause 23.1.

---

## **24. Term and Termination**

### **24.1 Term**

This agreement will remain in force for the Term.

### **24.2 Termination without breach**

- (a) The Department may, at any time, by reasonable written notice, terminate this agreement for convenience, including for a Machinery of Government Change.
- (b) If this agreement is terminated by the Department under this clause 24.2:
  - (i) upon receipt of the notice from the Department, the Collaborator must immediately take all steps necessary to minimise any loss suffered by the Collaborator as a result of the termination; and
  - (ii) in addition to any amounts paid or payable up to the date of the notice, the Department will pay a reasonable fee for costs reasonably incurred

by the Collaborator as a direct result of the termination and which the Collaborator cannot otherwise recoup or avoid.

- (c) For the avoidance of doubt, clauses 20.1 and 20.2 apply to any termination of this agreement under clause 24.2(a).
- (d) Any notice by the Department purporting to terminate this agreement pursuant to any other provision of this agreement, or under the general law, will be taken to be a notice terminating this agreement under this clause 24 to the extent that the Department is not entitled to terminate this agreement pursuant to that other provision or the general law.

#### **24.3 Termination for breach**

The Department may terminate this agreement by written notice with immediate effect if the Collaborator:

- (a) breaches a term of this agreement which is not capable of being remedied;
- (b) breaches a term of this agreement which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
- (c) becomes subject to any form of external administration;
- (d) enters into an arrangement with the Collaborator's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
- (e) is wound up, voluntarily or involuntarily.

#### **24.4 Effect of termination**

If this agreement is terminated in accordance with clause 24.2 or 24.3:

- (a) each party must immediately cease all activities under the Project;
- (b) each party must take all available steps to minimise any loss resulting from termination and to protect the party's Background IP and the Project IP;
- (c) the parties cease to be liable to pay or provide any further Contributions; and
- (d) each party agrees (other than where to do so would give rise to a void or voidable transaction) to:
  - (i) promptly repay to the other party any part of the monetary Contributions paid to the party and not then used or applied for a purpose permitted under this agreement or appropriated for expenditure already incurred and permitted under this agreement; and
  - (ii) promptly return or deliver up to the other party, or as the other party directs, all non-monetary Contributions and documents relating to the Background IP provided by the other party.

#### **24.5 Pre-existing rights and survival**

- (a) Termination in accordance with this clause 24 is without prejudice to any rights of either party under this agreement existing at the date of termination.
- (b) Clauses 1.1, 5.4, 6, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 24.4, this clause 24.5 and clause 26 survive expiry or termination of this agreement for any reason.

---

**25. Notices**

Each communication (including each notice, consent, approval, request and demand) in connection with this agreement to be given by either party to the other:

- (a) must be in writing;
- (b) must be signed by the party making it (or by a person duly authorised by that party);
- (c) must be addressed in accordance with Item 1 of Schedule 1 (or as otherwise notified from time to time);
- (d) must be delivered by hand or posted by pre-paid post to the address of the addressee, in accordance with clause 25(c); and
- (e) is taken to have been received by the addressee:
  - (i) where sent by pre-paid post – on the fifth day after the date of posting; or
  - (ii) where hand delivered – on delivery,but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

---

**26. General**

**26.1 Entire agreement**

To the extent permitted by law, in relation to its subject matter, this agreement:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

**26.2 No relationship**

Nothing in this agreement will be taken as giving rise to any express or implied relationship between the parties, or between any party and a Representative of another party, of employment, principal and agent, partnership or joint venture.

**26.3 No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this agreement except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this agreement.
- (c) Each party acknowledges and confirms that no representations have been made by one party to the other party that the Project will result in the delivery of a particular outcome.

**26.4 Assignment**

- (a) A party must not assign, novate or otherwise transfer the whole or any part of this agreement without the prior written consent of the other party.
- (b) Despite this clause 26.4, the Department may in its absolute discretion and without the consent of the Collaborator assign, novate or otherwise transfer any rights or obligations under this agreement if there is a Machinery of Government Change.

**26.5 Amendments**

- (a) Subject to clause 27.5(b) this agreement may only be varied by a document signed by or on behalf of each party.
- (b) Amendments to the funding and payment schedules in Item 6 of Schedule 1 (other than to the amount of funding to be contributed by either party), or the Milestones, once approved by the Commonwealth Government and the Department, may be agreed by an exchange of emails between the Executive Director, Landscapes, Water and Natural Capital of the Department and the CEO of the Collaborator.

**26.6 Further acts and documents**

Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this agreement.

**26.7 Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement.
- (b) A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this agreement operates as a waiver of another breach of that term or any other term of this agreement.

**26.8 Severance**

If at any time a provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

**26.9 Counterparts**

This agreement may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.



**26.10 Expenses**

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

**26.11 Consents**

A consent required under this agreement from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this agreement expressly provides otherwise.

**26.12 Continuing obligation**

Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this agreement.

**26.13 Governing law**

This agreement is governed by and will be construed according to the law applying in Queensland.

**26.14 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 26.14(a).

**26.15 Warranties excluded**

To the full extent permitted by law, all conditions and warranties not expressly stated in this agreement are excluded, or if unable to be excluded then limited to the fullest extent permitted by law.

---

**27. Definitions and interpretation**

**27.1 Definitions**

In this agreement:

**Additional Licence** means the licence specified in Item 5 of Schedule 1.

**AG Funding** means the part of the Department's Contribution provided to the Collaborator which has been sourced from the Commonwealth Government under the FFA Schedule.

**Background IP** means IP Rights which are made available by a party for the purpose of carrying out this agreement and that are:

- (a) in existence at the Commencement Date, including the IP Rights in the material set out in Item 3 of Schedule 1; or

- (b) brought into existence after the Commencement Date other than as a result of the performance of the Project.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday in Brisbane, Queensland.

**Commencement Date** means the commencement date specified in Item 2 of Schedule 1.

**Commercialise** means:

- (a) in relation to a product, to use, make, manufacture, have made or manufactured, sell, advertise, promote, distribute, hire or otherwise dispose of the product, or to keep it for the purpose of doing any of those things;
- (b) in relation to material of a plant variety, to produce or reproduce, condition for propagation, offer for sale, sell, import, export, or to stock for the purpose of doing any of those things;
- (c) in relation to a method or process, to use the method or process or do any act referred to above in respect of a product resulting from such use; and
- (d) to license any third party to do any or all of the acts referred to in paragraph (a), (b) or (c).

**Commercialisation Costs** means costs reasonably incurred by a party with respect to the Commercialisation of Project IP and includes patent, trade mark, design, due diligence and legal costs and any other IP Rights application and registration costs.

**Commercialisation Proceeds** means all royalties, licence fees, and other direct monetary payments received by a party from the Commercialisation of Project IP.

**Confidential Information** means information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Recipient**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential including any information specified in Item 7 of Schedule 1; or
- (c) the Recipient knows or ought to know is confidential,

and includes the terms of this agreement and any information provided or received by a party pursuant to this agreement, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this agreement or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge or access to the other party's Confidential Information.

**Contact** means the contact person for each party specified in Item 1 of Schedule 1 or another person as appointed from time to time and notified to the other party.

**Contribution** means the monetary contributions and non-monetary in-kind contributions to be made by each party including any and all funding, cash, assets, items, goods, services, and personnel specified in Item 4 of Schedule 2.

**DSDI MOU** means the memorandum of understanding between Department of State Development and Infrastructure (**DSDI**) and Department of Environment, Science and Innovation for the provision of funding for the RRI Project.

**Expiry Date** means the expiry date specified in Item 2 of Schedule 1.

**GST** means "GST" as defined in the GST Act and includes:

- (a) amounts payable on account of a notional liability in accordance with Division 177 of the GST Act; and
- (b) "GST equivalent" payments under the *GST and Related Matters Act 2000* (Qld) (or similar payments under corresponding legislation of any other State or Territory).

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Intellectual Property** or **IP Rights** means all intellectual property rights, whether created before or after the Commencement Date, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks and registered designs;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

**IP Owner** means the single party (if any) specified in Item 4 of Schedule 1.

**Key Personnel** means the Representatives of the parties specified in Item 8 of Schedule 2.

**Machinery of Government Change** means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

**Milestones** means those milestones specified in Item 5 of Schedule 2.

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws.

**Moral Rights Consent** means a written consent to any act or omission by or on behalf of the licensee of that Project IP in relation to the Project IP (or the Background IP incorporated in the Project IP) which would otherwise constitute an infringement of that person's Moral Rights.

**Net Commercialisation Proceeds** means Commercialisation Proceeds received by a party with respect to Project IP less Commercialisation Costs.

**Objectives** means the objectives of the Project as specified in Item 2 of Schedule 2.

**Program** means the Project.

**Project** means the project specified in Item 1 of Schedule 2.

**Project Committee** means the project committee established by the parties (if any) in accordance with clause 3.



**Project IP** means any IP Rights created, resulting from or arising in the course of, and as a direct result of carrying out the Project, pursuant to this agreement.

**Project Leader** means a Representative nominated by a party to act as the project leader for the Project as specified in Item 9 of Schedule 2, or as replaced under clause 2.1(b).

**Project Plan** means the plan specified in Schedule 2.

**QG Funding** means that part of the Department's Contribution provided to the Collaborator sourced from the Queensland Government in accordance with the DSDI MOU.

**Report** means a report containing the information as specified in Item 11 of Schedule 2.

**Reporting Period** means the period specified in Item 11 of Schedule 2 or if not specified each quarter of a financial year during the Term.

**Representative** means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party, and in the case of a Responsible Party, its Students.

**Responsibilities** means for each party the tasks or activities specified as that party's responsibilities in Item 5 of Schedule 2.

**Site** means the place or places at which the Project is to be conducted as specified in Item 7 of Schedule 2.

**Special Conditions** means any special conditions specified in Item 10 of Schedule 1.

**Term** means the period commencing on the Commencement Date and ending on the Expiry Date, unless this agreement is terminated earlier in accordance with clause 24.

## 27.2 Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) if more than one person is identified as the Collaborator, that expression refers to them, and the obligations of the Collaborator under this agreement bind them, jointly and severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency; and
- (l) no rule of construction will apply to a provision of this agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

### 27.3 Precedence

Where any inconsistency exists between:

- (a) the Special Conditions;
- (b) this Schedule 3;
- (c) Schedule 1 (except the Special Conditions);
- (d) Schedule 2; or
- (e) any other schedules or annexures of this agreement,

the provisions listed highest above will take precedence over those listed lower to the extent necessary to resolve the inconsistency.

Collaborative Agreement



Signed as an agreement

Signed for and on behalf of the State of  
Queensland acting through the Department of  
Environment, Science and Innovation  
ABN 46 640 294 485 by

[Signature]  
(full name and position)  
[Signature]  
a person duly authorised to act in that behalf in  
the presence of:

[Signature]  
Signature of Witness

Kyle Tulleners  
Name of Witness in full

[Signature]  
Signature

24/6/2024  
Date

Executed by Council of Mayors (SEQ) Pty Ltd  
ACN 141 329 302 in accordance with section 127  
of the Corporations Act 2001 (Cth):

[Signature]  
Signature of Sole Director/Director

Peter Flannery  
Name of Sole Director/Director in full

11/6/2024  
Date

[Signature]  
Signature of Director/Company Secretary

Scott Smith  
Name of Director/Company Secretary in full

11-June-2024  
Date

Collaborative Agreement



**Annexure 1      SEQ Waterways and Wetlands Investment Strategy**

RRSEQ Collaborative Agreement - revised milestones and payment schedule

| Number | Collaborative Agreement Milestones                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date   | Payment FY | Amount (GST Excl) | Cumulative total | Status |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------------------|------------------|--------|
| 1      | Upon execution of the agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Jul-24 | 2023-24    | \$3,000,000       | \$3,000,000      | PAID   |
|        | The finalisation of the Program Plan for submission to DSDI and the Australian Government.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Jun-24 | 2024-25    | \$2,500,000       | \$5,500,000      | PAID   |
| 2      | (i) Demonstrated significant progress with deliverables outlined in the approved 2023-24 activity schedule with evidence provided as per reporting template and status report, and agreed as adequate by the Department.<br>(ii) All reporting requirements completed to date.<br>(iii) An approved activity schedule for 2024-25.                                                                                                                                                                                                           | Oct-24 | 2024-25    | \$1,000,000       | \$6,500,000      |        |
| 3      | Approval of the project work plan, to inform the activity schedule, for 2025-26 and 2026-27 by the Resilient Rivers Taskforce.<br>Submission of quartely report demonstrating progress up to March 2025 (FY Q3).                                                                                                                                                                                                                                                                                                                             | Apr-25 | 2024-25    | \$3,000,000       | \$9,500,000      |        |
| 4      | Submission of quarterly report demonstrating progress up to June 2025 (FY Q4).                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Jul-25 | 2025-26    | \$1,000,000       | \$10,500,000     |        |
| 5      | (i) Completion of deliverables in the approved 2023-24 activity schedule.<br>(ii) Demonstrated significant progress with deliverables in the approved 2024-25 activity schedule with evidence provided as per reporting template and status report, and agreed as adequate by the Department.<br>(iii) Commenced delivery of the agreed 2025-26 activity schedule, with evidence provided of contracts or agreements for delivery, and agreed as adequate by the Department.<br>(iv) All reporting requirements completed to date.           | Oct-25 | 2025-26    | \$3,000,000       | \$13,500,000     |        |
| 6      | Submission of quartely report demonstrating progress up to March 2026 (FY Q3).                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Apr-26 | 2025-26    | \$1,000,000       | \$14,500,000     |        |
| 7      | (i) Completion of deliverables outlined in the approved 2024-25 activity schedule.<br>(ii) Demonstrated significant progress with deliverables outlined in the agreed 2025-26 activity schedule with evidence provided as per reporting template and status report, and agreed as adequate by the Department.<br>(iii) Commence delivery of agreed 2026-27 activity schedule with evidence provided of contracts or agreements for delivery, and agreed as adequate by the Department.<br>(iv) All reporting requirements completed to date. | Oct-26 | 2026-27    | \$3,000,000       | \$17,500,000     |        |
| 8      | Submission of quartely report demonstrating progress up to December 2026 (FY Q2) .                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Jan-27 | 2026-27    | \$1,000,000       | \$18,500,000     |        |
| 9      | (i) Completion of deliverables outlined in the agreed 2025-26 activity schedule.<br>(ii) Demonstrated significant progress with deliverables outlined in the agreed 2026-27 activity schedule to April 2027 and evidence provided as per reporting template and agreed as adequate by the Department.<br>(iii) All reporting requirements completed to date.                                                                                                                                                                                 | May-27 | 2026-27    | \$1,000,000       | \$19,500,000     |        |
| 10     | (i) Completion of all remaining deliverables including April — June 2027 program with evidence provided and agreed as adequate by the Department.<br>(ii) Final report and all reporting requirments completed.                                                                                                                                                                                                                                                                                                                              | Sep-27 | 2027-28    | \$500,000         | \$20,000,000     |        |
| TOTAL  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |            | \$20,000,000      |                  |        |

**Schedule 4 – Project Plan**







Prepared by: Healthy Waters and Wetlands, Department of Environment, Science and Innovation

© State of Queensland, 2024.

*The Department of Environment and Science acknowledges Aboriginal peoples and Torres Strait Islander peoples as the Traditional Owners and custodians of the land. We recognise their connection to land, sea and community, and pay our respects to Elders past and present.*

*The department is committed to respecting, protecting and promoting human rights, and our obligations under the Human Rights Act 2019.*

The Queensland Government supports and encourages the dissemination and exchange of its information. This work is licensed under a Creative Commons Attribution 4.0 International License.



Under this licence you are free, without having to seek our permission, to use this publication in accordance with the licence terms. You must keep intact the copyright notice and attribute the State of Queensland as the source of the publication.

For more information on this licence, visit <https://creativecommons.org/licenses/by/4.0/>

October 2024

## Document Control

| Version   | Date           | Author                                       | Reason                                                                                                                                                                  |
|-----------|----------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Draft v1  | September 2023 | Suzette Argent – DESI<br>Briony Papps - DESI | Drafting                                                                                                                                                                |
| Draft v1  | October        | Stephanie Cooper                             | Review                                                                                                                                                                  |
| Draft v2  | November 2023  | Briony Papps                                 | Reflect feedback from AG                                                                                                                                                |
| Draft v3  | January 2024   | Stephanie Cooper                             | Reflect feedback from Seqwater and CoMSEQ                                                                                                                               |
| Final v1  | February 2024  | Stephanie Cooper                             | Incorporate photos and additional figures, reflect final feedback from Seqwater and CoMSEQ, add sections to ensure all requirements covered.                            |
| Final v 2 | June 2024      | Briony Papps<br>Stephanie Cooper             | Reflect feedback from AG and DSDI and CoMSEQ                                                                                                                            |
| Final v3  | October 2024   | Mick Smith                                   | Added information regarding employee numbers and indigenous suppliers. Included 2024-25 activity work plan in Appendix A and addressed other feedback from DSDI and AG. |

## Contact information

| Agency                                             | Contact                                                                                                                                                                    |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department of Environment, Science and Innovation  | Stephanie Cooper (Director, Healthy Waters and Wetlands)<br>P 07 3330 5899 E <a href="mailto:stephanie.cooper@des.qld.gov.au">stephanie.cooper@des.qld.gov.au</a>          |
|                                                    | Mick Smith (Manager)<br>P 07 3087 8362 E <a href="mailto:mick.smith@des.qld.gov.au">mick.smith@des.qld.gov.au</a>                                                          |
| Council of Mayors SEQ                              | Joanne Burton (Director, Resilient Rivers)<br>P 07 3040 3461 M: 0475 596 760<br><a href="mailto:joanne.burton@seqmayors.qld.gov.au">joanne.burton@seqmayors.qld.gov.au</a> |
| Department of State Development and Infrastructure | City Deals Team<br><a href="mailto:seqcdreporting@dsdilgp.qld.gov.au">seqcdreporting@dsdilgp.qld.gov.au</a>                                                                |
| Seqwater                                           | Stephanie Pruss (Manager, Asset Planning)<br><a href="mailto:Stephanie.Pruss@seqwater.com.au">Stephanie.Pruss@seqwater.com.au</a>                                          |

## Contents

|                                                                     |    |
|---------------------------------------------------------------------|----|
| Acronyms .....                                                      | v  |
| Introduction .....                                                  | 6  |
| Resilient Rivers Initiative Background and Project Outline .....    | 6  |
| Phase 1: The Resilient Rivers Initiative .....                      | 6  |
| Phase 2: The RRI and the SEQ City Deal .....                        | 6  |
| SEQ Waterways and Wetlands Investment Strategy .....                | 7  |
| Objectives.....                                                     | 8  |
| Scope .....                                                         | 8  |
| Expenditure .....                                                   | 10 |
| Implementation arrangements.....                                    | 12 |
| Roles and Responsibilities .....                                    | 12 |
| Governance and funding model .....                                  | 13 |
| Governance .....                                                    | 13 |
| RRI project management for SEQ City Deal reporting.....             | 14 |
| Funding model .....                                                 | 15 |
| Prioritisation of projects under the Strategy .....                 | 15 |
| Regulatory Requirements .....                                       | 17 |
| Budget.....                                                         | 17 |
| Project milestone schedule.....                                     | 18 |
| Project Monitoring and Reporting .....                              | 18 |
| Monitoring.....                                                     | 18 |
| City Deal RRI Reporting .....                                       | 18 |
| Engaging indigenous contractors and suppliers .....                 | 19 |
| Project Benefits.....                                               | 19 |
| Jobs.....                                                           | 19 |
| Direct jobs during construction .....                               | 20 |
| Indirect jobs during construction.....                              | 20 |
| Jobs created by the Project .....                                   | 20 |
| Project-specific benefits.....                                      | 20 |
| Appendix A: RRI City Deal Project Details .....                     | 23 |
| Projects assigned for FY 2023 – 2024 .....                          | 24 |
| Projects assigned for FY 2024 – 2025 .....                          | 26 |
| Appendix B: Key Stakeholder Engagement and Communication Plan ..... | 29 |
| Appendix C: Risk Register .....                                     | 31 |

## Acronyms

| Acronyms | Meaning                                                |
|----------|--------------------------------------------------------|
| CAPs     | Catchment Action Plans                                 |
| CoMSEQ   | Council of Mayors South East Queensland                |
| DESI     | Qld Department of Environment, Science and Innovation  |
| DSDI     | Qld Department of State Development and Infrastructure |
| FFA      | Federation Funding Agreement                           |
| RRI      | Resilient Rivers Initiative                            |
| RRT      | Resilient Rivers Taskforce                             |
| SEQ      | South East Queensland                                  |

## Introduction

This project plan has been developed by the Queensland Department of Environment, Science and Innovation (DESI), the Council of Mayors South-East Queensland (CoMSEQ) and Seqwater. This project plan provides the background to the project and outlines objectives, roles, responsibilities, and implementation arrangements including governance and reporting requirements for the Resilient Rivers Initiative (RRI) component of the South-East Queensland (SEQ) City Deal.

The specifications of the expenditure and projects for the RRI will occur annually to support the delivery of this project plan. This is due to many projects being dependent on outcomes from initial investigations or completion of previous stages, including development and updating of Catchment Action Plans (CAPs) and stakeholder buy-in as well as weather. Appendix A provides details for the first two years of expenditure (2023-24 and 2024-25), after which updates with activities that will be approved through the RRI governance as outlined below for the next year will be provided to the Queensland Department of State Development and Infrastructure (DSDI) and the Australian Government as part of ongoing City Deal reporting.

## Resilient Rivers Initiative Background and Project Outline

### Phase 1: The Resilient Rivers Initiative

Following the 2011 and 2012 floods that devastated SEQ, CoMSEQ formed the Resilient Rivers Taskforce (RRT), which brought together local, state, and federal governments with industry to coordinate a cross-council approach to improving the health of our waterways and improving the resilience of catchments under stress. After establishment of the RRT, Mayors launched the RRI in December 2014.

The RRI was founded on the recognition that a coordinated approach to catchment management is vital to ensure future economic, social, and environmental health of the region.

Signatories to the initial RRI included CoMSEQ, Queensland Government, Seqwater, Healthy Land and Water, Unitywater and Queensland Urban Utilities. Importantly, the RRI represents a novel approach to catchment management throughout SEQ to facilitate the future economic, social, and environmental health of the region.

Since the RRI was launched, more than \$8.3 million has been invested to deliver priority works to protect and improve the quality of SEQ's catchments and boost their resilience. These works have revitalised wetland and riverbanks by introducing plants, bushfire recovery, resilience activities, invasive animal control and restoration from metropolitan to rural areas and funding for private land conservation.

A process of developing Catchment Action Plans (CAPs) was rolled out in partnership with government, industry, non-government organisations and the community. These CAPs considered all aspects of the catchment through a holistic, systems-based process that enabled the identification of assets and associated services, threats, issues and impacts for a particular catchment. The development of CAPs also enabled the identification of priorities and projects within a specific catchment.

### Phase 2: The RRI and the SEQ City Deal

The SEQ City Deal, signed on 21 March 2022, establishes a trilateral partnership between the Australian Government, Queensland Government and CoMSEQ. Among the 29 commitments worth \$1.8 billion is an investment of up to \$40 million to continue the RRI. Through this City Deal, the Australian Government, Queensland Government and CoMSEQ, in partnership with key stakeholders across industry such as Seqwater, First Nations peoples, non-government organisations, public utilities and the private sector, will



invest in works to improve the health of the region's catchments, waterways and Moreton Bay.

As outlined in *Elevate 2042*, the legacy strategy for the Brisbane 2032 Olympic and Paralympic Games, this investment is about actively conserving and building the resilience of habitat and biodiversity. The Games creates important opportunities to bring forward investment in green infrastructure, regenerate natural landscapes, restore waterways and manage productive landscapes. RRI will contribute to achieving against the key indicators identified in *Elevate 2042* including ecosystem protection and regeneration, improvements in riverine, estuarine and marine water quality in SEQ's waterways and wetlands, and maintaining or improving of the ecological character of Queensland's Ramsar sites, particularly Moreton Bay.

### SEQ Waterways and Wetlands Investment Strategy

In December 2023, Queensland Government and CoMSEQ jointly released [the Resilient Rivers Initiative: SEQ Waterways and Wetlands Investment Strategy \(linked\) \(the Strategy\)](#). The Strategy provides a blueprint for the growth and expansion of the Resilient Rivers Initiative, including details of refreshed governance arrangements and prioritisation models for projects at local levels.

The Strategy recognises the need for a comprehensive approach to waterway management in SEQ due to the region's complex challenges and the involvement of various agencies and jurisdictions in managing them. The Strategy outlines a suite of actions to shape RRI by focussing on a regional response effort and driving change, implementing accountable decision-making, coordinating collaboration among stakeholders, clarifying regional responsibilities, building trust, and leveraging the capabilities of key organisations and individuals.

The Strategy was developed through comprehensive consultation with First Nations groups, state and local governments, regional Natural Resource Management (NRM) bodies, local Landcare and conservation groups, and industry peak bodies. Through multiple targeted workshops, the vision, values, focus areas, goals, governance arrangements and prioritisation process were developed.

The existing CAPs are a valuable resource to explain issues, educate community groups and landholders, provide a single source of truth, and identify the key stakeholders and their activities. They have also been a resource for prioritising focus areas to date. With the release of the Strategy, a transition to new governance settings and prioritisation pathways for RRI projects can commence. Importantly, this will include updating existing CAPs and developing new CAPs across South East Queensland. A sound scientific and adaptive management planning basis underpins CAPs and new information, emerging technologies, and the effectiveness of implemented actions are incorporated to inform future actions.



## Objectives

Under the SEQ City Deal, the Australian Government, Queensland Government and CoMSEQ are focussed on delivering commitments that meet four strategic outcomes:

- accelerating future jobs across SEQ,
- a faster, more connected SEQ region,
- a more liveable SEQ, and
- creating thriving communities for SEQ.

The Resilient Rivers Initiative will contribute to “a more liveable SEQ”, which aims to deliver a healthy, sustainable and liveable region through new investments in urban amenities and blue and green environmental assets. More information can be found within the SEQ City Deal Implementation Plan at <https://www.statedevelopment.qld.gov.au/planning/south-east-queensland-seq-city-deal>.

The RRI vision, developed through consultation with stakeholders is:

---

*“Our region’s waterways and wetlands are healthy and resilient, sustained through regional partnership and the community’s stewardship to preserve and enhance their cultural, economic, and life-sustaining value.”*

---

The goals of the RRI are:

- Prioritise action that will protect, maintain and enhance the ecosystem services and values provided by the region’s waterways and wetlands, using robust information, science and knowledge.
- Promote partnerships with strong leadership and good governance to influence planning and policy in the region to support achievement of the vision.
- Facilitate landholder, community and industry stewardship of waterways and wetlands.
- Incorporate First Nations cultural values and ecological management for waterways and catchments through robust engagement and collaboration.
- Be a beacon for waterway and wetland investment in the region, working in partnership to realise desired environmental outcomes and investor’s needs.

## Scope

This project plan focusses on the high-level implementation arrangements and reporting to be managed between the Australian Government, Queensland Government and CoMSEQ, as the three delivery partners for the RRI commitment under the SEQ City Deal.

The project includes investment of up to \$40 million from several sources. This project plan reflects reporting requirements from all sources including the Australian Government, local governments through CoMSEQ, DSDI, and Seqwater (\$10 million respectively).

Appendix A provides a summary of the projects and key activities which will be delivered in the first year of the RRI City Deal project (Phase 1). These are key projects that were identified through the existing RRI program, as well as Seqwater’s source protection program. Activities under these projects may go

over a number of years and include multiple phases.

Details regarding each project, including more specific site information and mapping will be contained within individual project plans (see Attachment A for Phase 1 projects). These project plans will also include information relating to the relevant sub-projects, key stakeholders, and project objectives.

As the RRI project is implemented, existing CAPs will be updated, and new CAPs will be developed.

Phase 2 projects will commence from the financial year 2024-25 and will be guided by recently completed strategies and investigative studies, current CAPs and available catchment data. The prioritisation of these projects will also be informed by the Strategy. Once governance arrangements are set up, new projects will generally be prioritised via the process outlined below.

#### **Out of scope**

The project plan is limited to the implementation arrangements for the delivery of up to \$40 million under the SEQ City Deal. It does not address the long-term opportunities associated with investment and other funding sources, indirect employment opportunities and longer-term deliverables. These can all be found within the Strategy [here](#).



## **Expenditure**

### **Australian Government Expenditure**

Australian Government funds provided to the Queensland Government and incorporated as part of the Contribution can only be used on eligible capital expenditure, including:

1. purchase (or hire) of equipment and supplies consistent with the projects scope and the commitment's objectives;
2. materials for construction (including the purchase of plants, trees, bark, edging, fencing and other relevant landscaping or riparian management materials);
3. removal of legislated weed species;
4. planting, rehabilitation and landscaping works, including related contract expenditure, consistent with the projects scope and the commitment's objectives; and
5. costs of signage, including recognition of significant Indigenous contributions to a project, where appropriate.

### **Ineligible Expenditure**

A non-exhaustive list of ineligible expenditure comprising any part of a Contribution includes:

1. any costs incurred prior to the execution of the funding agreement;
2. corporate overheads and on-costs; including core-business for an organisation, including ongoing costs for administration, operation, maintenance and engineering;
3. remuneration costs of employees;
4. activities, equipment or supplies that are already being supported through other sources;
5. financing costs, including interest;
6. capital expenditure for the purchase of assets related to the core-business of an organisation (such as office furniture and equipment, computers, printers or photocopiers and the construction, renovation or extension of existing facilities);
7. costs involved in the purchase or upgrade/hire of software (including user licences) and ICT hardware;
8. recurring or ongoing operational expenditure (including annual maintenance, rent, water and rates, postage, legal and accounting fees and bank charges);
9. non-project-related staff training and development costs;
10. insurance costs (the participants must effect and maintain adequate insurance or similar coverage for any liability arising as a result of its participation in funded activities);
11. debt financing;
12. costs related to obtaining resources used on the project, including interest on loans, job advertising and recruiting, and contract negotiations;
13. depreciation of plant and equipment beyond the life of the project;
14. on-going maintenance costs;
15. costs of purchasing, leasing, depreciation of land;
16. infrastructure development costs, including development of road, rail, port or fuel delivery networks;
17. costs related to preparing project plans for this commitment;
18. overseas costs; and
19. Project activities that have received funding through other Australian Government funding sources\* or other SEQ City Deal commitments.

**\*Note:** other Australian Government funding sources includes grants, federal financial agreements and procurement. For example, this will include activities and projects funded under Urban Rivers and Catchments Program, or Disaster Recovery Funding Arrangements.

#### **Queensland Government funding**

Funding provided from the Queensland Government must be spent on costs directly related to delivery of the Resilient Rivers Initiative vision and goals. Where projects are specified in this project plan or in future iterations, costs are expected to reflect projects identified as far as practical.

CoMSEQ as the delivery lead must meet mutually agreed milestones and upon the State's acceptance of evidence to support that outcome, invoice the State for costs, identifying which costs are to be attributed to Queensland and Australian government funding considering the eligibility.

#### ***Eligible expenditure of Queensland Government funds***

The Collaborator must only expend that part of the funding provided by the Queensland Government (QG Funding) on costs required to deliver the Project, that include but are not limited to:

- a) Remuneration costs (including salary and on-costs) of employees and contractors directly involved in delivery of this Project as well as training and travel required to deliver the Project; and
- b) Costs incurred to deliver the Project as outlined in the SEQ Waterways and Wetlands Investment Strategy including
  - (a) planning and prioritisation at regional and catchment levels to identify appropriate and targeted investments;
  - (ii) activities required to ensure projects are technically robust, and planned and delivered in a way that meets best-practice techniques and result in lasting outcomes for the community;
  - (iii) on-ground delivery of projects including all materials, safety equipment, consumables etc; and
  - (iv) activities required to ensure that outcomes at all scales can be monitored, evaluated, communicated and reported on including to satisfy Australian and Queensland Government requirements.

#### ***Ineligible expenditure of Queensland Government funds***

The Collaborator must not expend funding provided by the Department as QG Funding on the following ineligible costs, including:

- (a) core business costs (business as usual) including ongoing costs for administration, building maintenance, corporate overheads;
- (b) remuneration costs (including salary and on-costs) of employees and contractors not involved in the delivery of the Project or where involvement in the Project would form part of their normal duties; or
- (c) purchase, lease or hire of capital equipment such as plant, motor vehicles, office furniture and equipment and information and communication technology (ICT) that is not required to assist in the delivery of the Project.

#### **CoMSEQ funding**

Funding provided from CoMSEQ must be spent on costs directly related to delivery of the Resilient Rivers Initiative vision and goals. Currently CoMSEQ must get Resilient Rivers Taskforce approval prior to any spend on projects. Once the new governance arrangements are set up, projects will be approved through the processes identified in Resilient Rivers Initiative Governance documents prior to CoMSEQ funds being spent.

## Implementation arrangements

### Roles and Responsibilities

Responsibility for the delivery of the RRI under the SEQ City Deal is led by CoMSEQ, in partnership with the Australian Government and Queensland Government. Figure 1 outlines the funding contributions and reporting lines in this arrangement. Further roles and responsibilities of each party are as follows.

#### Australian Government

Funding Partner | \$10 million investment

The Commonwealth Department of Infrastructure, Transport, Regional Development and Local Government has committed \$10 million dollars for the RRI under the SEQ City Deal. Reporting requirements as set out in the Federation Funding Agreement (FFA) between the Australian Government and Queensland Government are included in the Reporting section below. The Australian Government is a party to the SEQ City Deal and an informed investor in the RRI. They are responsible for approving payment milestones as per the FFA schedule and will be actively engaged in regular meetings as part of the project governance group. The Australian Government is also investing in other projects which focus on river rehabilitation, such as the Urban Rivers and Catchments Program in Queensland. This program has separate but complementary outcomes.

#### Queensland Government

Funding Partner and Project Owner | \$10 million investment

The Queensland Department of State Development and Infrastructure (DSDI) has co-invested \$10 million into the RRI on behalf of the Queensland Government. The Queensland Government is a SEQ City Deal partner and an informed investor in the RRI. They are responsible for endorsing payment milestones as per the FFA schedule for Australian Government approval and will be actively engaged in regular meetings as part of the City Deal governance arrangements.

The Queensland Department of Environment, Science and Innovation (DESI) as Project Owner have responsibility for working closely with CoMSEQ and project delivery partners on the ground to ensure projects align with City Deal objectives and complements other programs for healthy waters and wetlands being delivered in SEQ (including the Urban Rivers and Catchments Program). DESI also has responsibility for ensuring reporting on the delivery and outcomes of investments under the RRI through to DSDI.

#### Council of Mayors (SEQ)

Delivery Lead | \$10 million investment

The Council of Mayors SEQ (CoMSEQ) consisting of the 11 Mayors representing the councils of Brisbane, Ipswich, Lockyer Valley, Logan, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba will be investing \$10 million into the RRI. CoMSEQ is the delivery lead for the RRI and will be overseeing the delivery of the project against \$30 million of local, state and federal funding.

CoMSEQ has facilitated the development of the RRI: SEQ Waterways and Wetlands Investment Strategy to capitalise on the success of RRI by expediting activities and works that are currently underway and scoping and coordinating new funding and investment opportunities. The Strategy goes beyond the next 5 years of funding, outlining a comprehensive regional governance framework and prioritisation framework to deliver on a new 20-year SEQ-wide plan to coordinate world-leading catchment and waterway management activities, support environmental outcomes and resilience and improve region-wide collaboration and cooperation.

CoMSEQ is responsible for coordinating with local councils and project delivery partners to deliver projects



and activities to achieve the outcomes for the RRI. CoMSEQ will also report as required on activities to DESI to inform quarterly reports on the SEQ City Deal as required.

**Seqwater**

Industry Investor | \$10 million investment

Seqwater is the Queensland Bulk Water Supply Authority responsible for delivering safe, secure, and cost-effective drinking water supply for more than 3.6 million people across South East Queensland.

Seqwater will report on a \$10 million investment it is making in source water catchment protection works as part of two recently renewed partnership programs with Healthy Land and Water, which will be delivered over 2023 – 2027. These partnership programs will deliver outcomes against the RRI vision and goals.

In terms of roles and responsibilities, Seqwater will report to DESI on its investment, and this will be reflected in the SEQ City Deal reporting. The Source Protection Program’s budgets, investment decisions, and delivery will be fully managed by Seqwater in line with existing internal processes and arrangements with Healthy Land and Water.

**Governance and funding model**

**Governance**

Given the number of local governments and the vast areas in South East Queensland to be considered under the project, CoMSEQ is establishing new governance arrangements for the delivery of the RRI under the new Strategy. This will include the establishment of a Portfolio Management Office (PMO) which will provide overall leadership and coordination supporting the existing Resilient Rivers Taskforce (RRT), a Portfolio Control Group (PCG) and a Sub-Regional Working Group (SRWG).

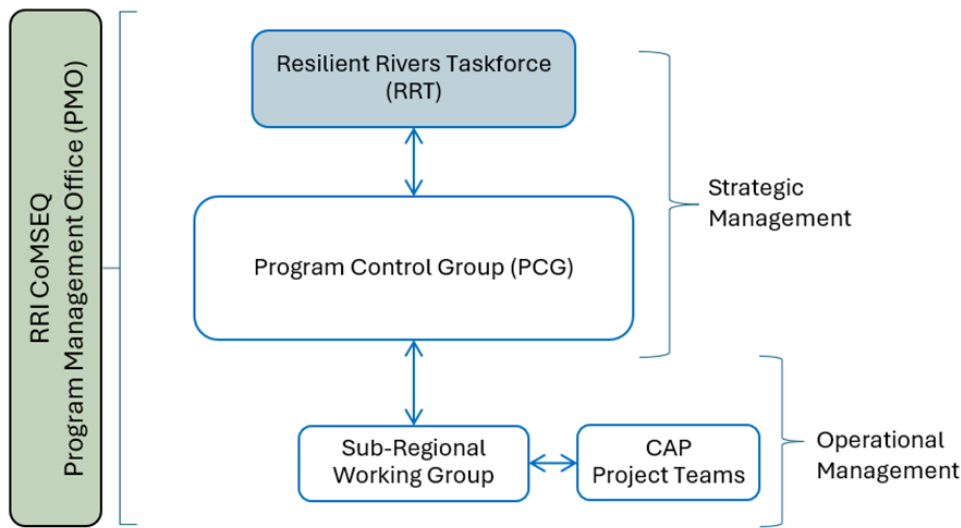


Figure 1 Overarching Governance Structure for RRI

RRT was established to provide a governance and decision-making forum for member Councils and the Queensland Government to manage a coordinated waterways and wetlands strategy across the SEQ region. The RRT membership consists of the Mayor of each member Council and the Queensland Government Ministers that represent the portfolios of State Development and Infrastructure, Water, and the Environment.

RRT provides oversight for the RRI and is supported by the PCG, which provides strategic project management and endorses the prioritisation of projects. It is envisaged that the PCG sets the direction for the SRWG which will coordinate development and delivery of Catchment Action Plans (CAPs) and annual work plans.

The PMO in CoMSEQ will work to deliver against the high-level actions identified within the Strategy under the six strategic focus areas:

- improving information and data
- planning and governance
- investment
- on ground activities to protect, management, restore and rehabilitate
- engagement, education, communication, advocacy, and capacity building
- monitoring, evaluation, and reporting.

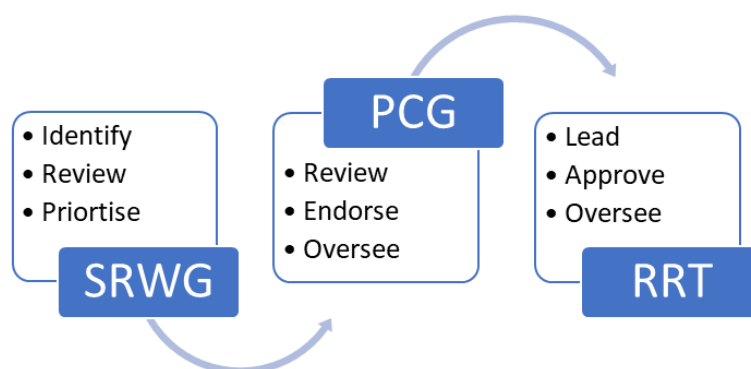


Figure 2 Key actions for governance bodies under RRI

### RRI project management for SEQ City Deal reporting

At a project level, governance arrangements exist between the Australian Government, two Queensland State Departments (DSDI and DESI) and CoMSEQ. A Federation Funding Agreement exists between the Australian Government and Queensland Government for the contribution of the \$10 million with special conditions attached, including complying with the SEQ City Deal Communication Protocol.

To carry these conditions through to DESI, an inter-departmental MoU has been established between DSDI and DESI for the transfer of the \$20 million in total (as below in Figure 3). Finally, an Agreement exists between DESI and CoMSEQ which captures all conditions and requirements for the RRI City Deal project for CoMSEQ to deliver against.

All parties will be involved in RRI governance arrangements (Australian Government, DSDI, DESI, CoMSEQ and Seqwater) to ensure efficient decision making around project delivery.

## Funding model

The majority of the funding (\$30 million) will be delivered through CoMSEQ (see Figure 3).

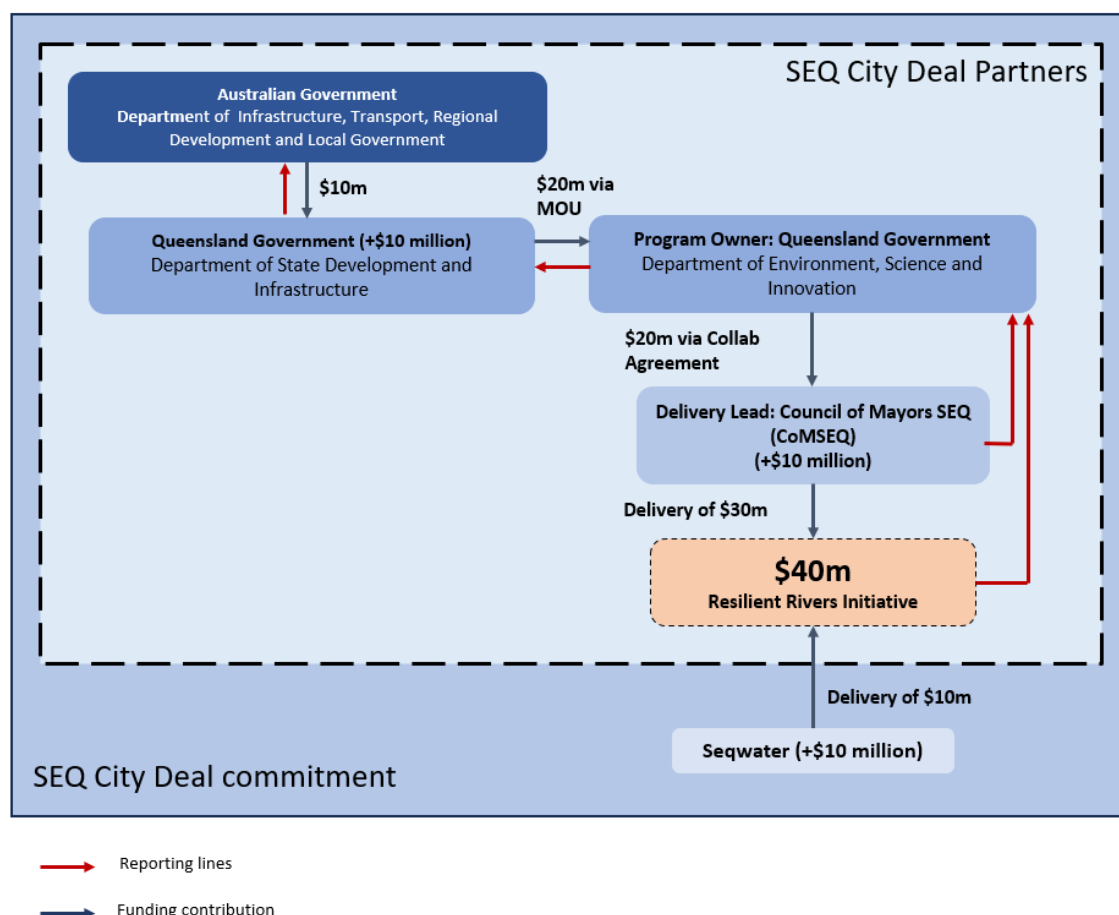


Figure 3 Overarching co-investment and reporting lines amongst partners for RRI

## Prioritisation of projects under the Strategy

On-ground projects and prioritisation of works from the 2024/25 financial year will be guided by the most relevant and up-to-date strategies and information including the RRI SEQ Waterways and Wetlands Investment Strategy (the Strategy), available CAPs and data and information on the catchment.

The current projects listed in Appendix A were identified through existing RRI processes. As the project is implemented, existing CAPs will be updated, and new CAPs will be developed. The work to update and develop CAPs will proceed alongside other project work that will be prioritised and approved through the process outlined below. The order of update/development of individual CAPs will be determined by the PCG.

The prioritisation framework is a structured two-stage approach that enables a robust prioritisation of activities, independent of the catchment area or source of the project and is designed to provide confidence to investors that the strategic planning framework will contribute to the strongest overall outcomes for the waterways and wetlands of SEQ.

The framework will be used to advise the PCG and RRT of the activities/projects that contribute more to achieving the Strategy’s vision and will maximise outcomes from investments, including the SEQ City Deal, for the benefit of our environment, community and future generations. The framework is comprised of two stages:

- a Strategic Merit Test (SMT) that filters out activities/projects that do not align with the Strategy vision and/or scope; and
- a Multi-Criteria Analysis (MCA) that scores activities/projects against criteria across environmental, social, economic and project delivery/success themes.

For each criterion in the MCA (see Figure 4), a rubric has been developed that enables projects to be scored on a scale of 1-4. Once projects are scored, a total MCA score is calculated using weightings that were drafted during development of the Strategy, to be confirmed by the PCG.

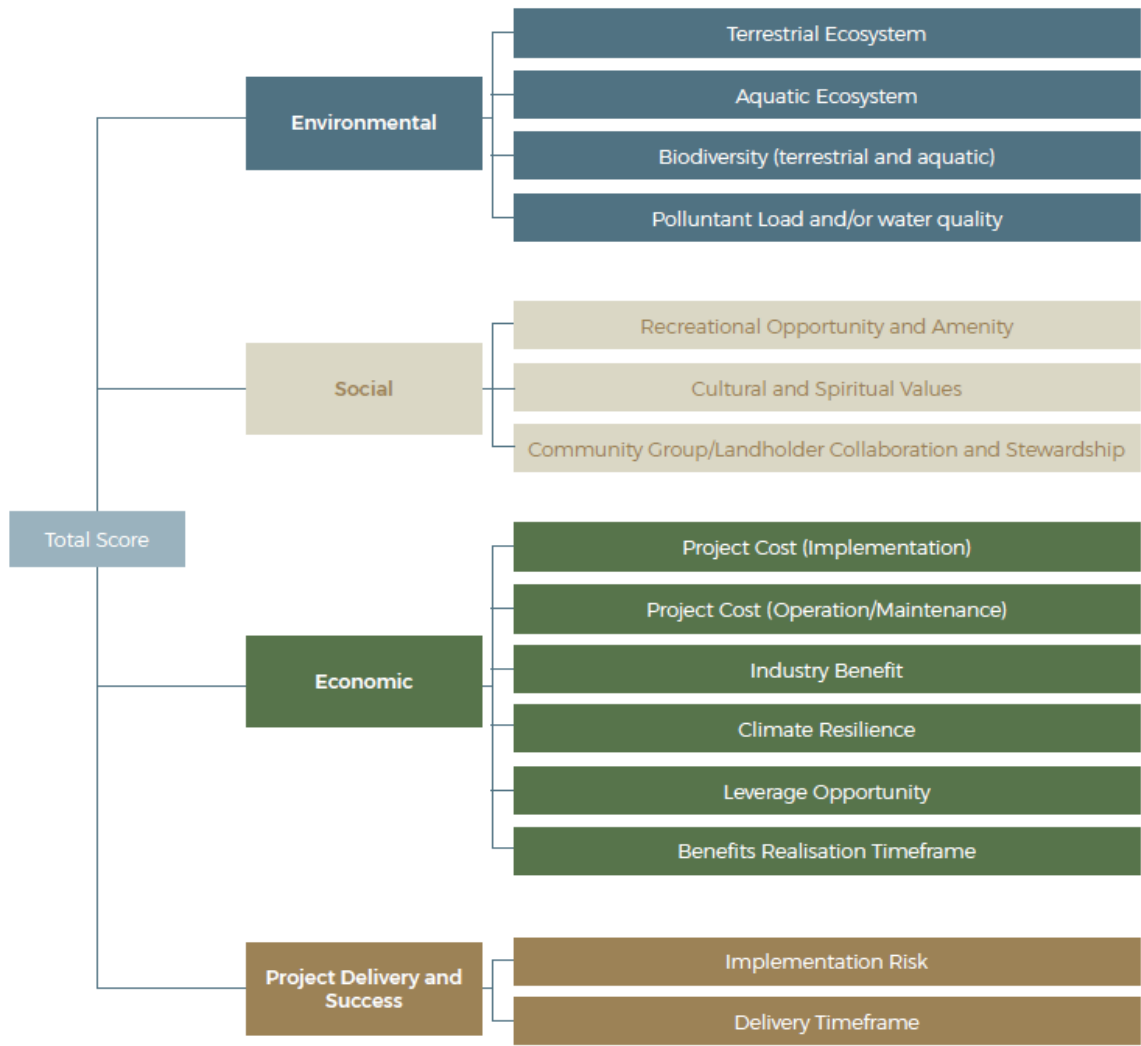


Figure 4: Overview of the Multi-Criteria Analysis (MCA) for RRI prioritisation.

## Regulatory Requirements

Any regulatory requirements to deliver the RRI will be managed through individual Project Management Plans, and issues regarding the approval of any regulatory requirements will be updated via the Quarterly Reporting.

## Budget

The approximate overall project budget and cashflow has been forecast as follows:

| RRI City Deal Investment Cashflow (\$,000) EX GST |         |        |        |          | Total  |
|---------------------------------------------------|---------|--------|--------|----------|--------|
|                                                   | Federal | State  | CoMSEQ | Seqwater |        |
| Year 1<br>23/24 FY                                | -       | 3,000  | 1,200  | 2,000    | 6200   |
| Year 2<br>24/25 FY                                | 4,500   | 2,000  | 2,100  | 2,000    | 9100   |
| Year 3<br>25/26 FY                                | 2,500   | 2,000  | 2,150  | 2,000    | 8650   |
| Year 4<br>26/27 FY                                | 3,000   | 3,000  | 2,350  | 2,000    | 8850   |
| Year 5<br>27/28 FY                                | -       | -      | 2, 200 | 2,000    | 7200   |
|                                                   | 10,000  | 10,000 | 10,000 | 10,000   | 40,000 |

Appendix A has detail on expenditure allocated against the first two years of the project. Reporting will include activities costed against appropriate fund allocations.



## Project milestone schedule

| Project stage               | Key activity                                                                                                                 | Expected completion date |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Project Establishment 23/24 | <i>Sign FFA with Australian Government</i>                                                                                   | COMPLETE<br>August 2023  |
|                             | <i>Develop SEQ Waterways and Wetlands Investment Strategy</i>                                                                | COMPLETE Dec 2023        |
|                             | <i>Establish MoU with DSDI and DESI</i>                                                                                      | COMPLETE May 2024        |
|                             | Establish funding agreement between DESI and CoMSEQ                                                                          | April – May 2024         |
|                             | <i>CoMSEQ/DESI/Seqwater RRI report to DSDI</i>                                                                               | COMPLETE April 2024      |
|                             | DSDI first quarterly report to Australian Government                                                                         | May - June 2024          |
| Annual project delivery     | Annual Activity Schedule to be developed and approved by delivery partners via RRI governance processes prior to relevant FY | Annually                 |
| <i>*repeats each FY</i>     | CoMSEQ/Seqwater/DESI RRI report to DSDI                                                                                      | Quarterly                |
|                             | AG, DESI, DSDI, CoMSEQ, and Seqwater meet through RRI Governance process to consider, approve, report on projects            | Quarterly                |

## Project Monitoring and Reporting

### Monitoring

The outcomes of the project will be monitored comprehensively and holistically, to enable tracking of the investment against each of the strategic focus areas.

Monitoring requirements will depend on the aspect of the strategic focus area the work is being delivered against. For on-ground work the environmental outcome of individual projects will be monitored for example through drone surveys, photo monitoring and transects. Other outcomes will be monitored through a range of quantitative and qualitative measures such as hours of engagement activities facilitated through the project, or amount of money invested in local sub-contractors.

See below (Figure 5) for the proposed metrics for monitoring and reporting lined up against the strategic focus areas.

### City Deal RRI Reporting

As outlined within the FFA, DSDI will report project completion reports annually until May 2027. To facilitate this reporting, DESI and CoMSEQ will prepare quarterly reports as requested by DSDI. The table below highlights the key reporting dates.

| Activity                                          | Responsibility | Frequency |
|---------------------------------------------------|----------------|-----------|
| Information on activities delivered under Project | CoMSEQ         | Quarterly |

|                                                           |          |                                    |
|-----------------------------------------------------------|----------|------------------------------------|
|                                                           | Seqwater |                                    |
| Reports provided to DSDI via portal                       | Qld DESI | Quarterly                          |
| Meeting that includes AG, DSDI, DESI, CoMSEQ and Seqwater | CoMSEQ   | As per RRI Governance Arrangements |

### Engaging indigenous contractors and suppliers

There are specific targets that City Deal partners are aiming to achieve over the life of the project:

- an Indigenous supplier-use target of at least 3 per cent; and
- an Indigenous employment target of at least 3 per cent.

The number of indigenous suppliers and employees or contractors engaged through the Resilient Rivers Initiative cannot be provided within this Project Plan; however, these details will be included in individual project plans and quarterly reports submitted via the City Deal portal. Priority will be given to local indigenous businesses, groups and potential employees/suppliers.

Also, it is recognised that indigenous suppliers and employees/contractors will not be available across all catchments or projects; however, the 3 per cent target will be met across the entire project. To achieve this, the percentage of indigenous engagement will be well above 3% on several projects.

The 3 per cent benchmark will be achieved by proactively seeking proposals from indigenous groups who will be engaged as a matter of priority. Some of the options that will be explored by the parties to meet these targets, include:

- employing traditional custodians to advise on cultural and spiritual values of local waters
- employing local indigenous groups to undertake on-ground works
- employing local indigenous groups to maintain rehabilitation sites
- supporting the development of local nurseries by indigenous people
- employing local indigenous groups to undertake monitoring
- preferencing indigenous suppliers where available and appropriate, for example, to provide catering for engagement activities, signage or artwork for project sites, or other services where available.

Furthermore, DESI is currently funding an [Indigenous Land and Sea Ranger Program](#) and will seek to provide opportunities for employment, and additional capacity building, for these groups through the Resilient Rivers Initiative.

## Project Benefits

### Jobs

The project will create and sustain jobs during construction and upon completion, with significant focus on ensuring this includes employment opportunities for indigenous people in SEQ. Upon completion, the Resilient Rivers Initiative is expected to:

- have created scores of jobs in the design and delivery of the project and maintenance of sites
- engaged with many of the indigenous groups within SEQ to support the delivery of projects through onground works, site maintenance and the provision of indigenous knowledge, nursery stock and other services



**Item 4 / Attachment 1.**

- engaged and upskilled numerous civil contractors, natural resource management groups, and local indigenous/catchment care/community groups so they are better prepared to take advantage of the emerging Nature Repair Market within SEQ and further afield.

Importantly, many of these jobs will go to businesses in regional areas of SEQ where the capital works are needed most. Estimates of the anticipated number of direct and indirect jobs created will be provided through Quarterly Reporting once projects and activity schedules are selected and aligned with the Strategy.

**Direct jobs during construction**

|                                                                                                            |                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How many direct jobs (as FTE jobs) are expected to be supported during construction of the Project?</b> | Assuming \$1M capital spend results in 3 FTEs, then the \$40M Project will create an estimated 120 FTEs                                                                                                                                                                                                                                |
| <b>Of the above FTEs, how many, if any, are expected to be filled by indigenous peoples?</b>               | As noted above, a minimum of 3 per cent of FTEs will be indigenous employees/contractors or suppliers; however, where possible/available, a higher percentage will be sought. Indigenous groups will be engaged as a matter of priority. The Project will result in a minimum of 4 FTEs for indigenous contractors/employees/suppliers |

**Indirect jobs during construction**

|                                                                                                              |                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How many indirect jobs (as FTE jobs) are expected to be supported during construction of the Project?</b> | Indirect jobs will be created through the administration of the project. Also, several of the project sites will require design input from design specialists (fluvial geomorphologists, hydrologists, ecologists, etc). |
| <b>Of the above FTEs, how many, if any, are expected to be filled by indigenous peoples?</b>                 | A minimum of 3 per cent.                                                                                                                                                                                                 |

**Jobs created by the Project**

At the completion of the project, the Resilient Rivers Initiative will be able to provide accurate estimates of:

- Direct jobs supported/created through the project
- Direct jobs for indigenous people supported/created through the project
- Indirect jobs supported/created through the project
- Indirect jobs for indigenous people supported/created through the project.

**Project-specific benefits**

The work project delivered under the Resilient Rivers Initiative will also achieve a range of environmentally and socially beneficial outcomes. Some of these benefits will be very difficult to quantify. These include:

- The improvement in waterway resilience (ability to bounce back after a disturbance) because of a project
- The volume of sediment retained on site because of a project
- The improvement in downstream flooding due to the additional stream roughening (e.g. with vegetation, timber pile fields and rock), reduced water velocity, and increased landscape rehydration because of a project,

Notwithstanding, there will be a range of project-specific benefits that can be readily quantified, including the:

- number of native trees and shrubs planted
- survivorship of the native trees and shrubs planted
- area (hectares) revegetated
- area where ecosystem-changing weeds have been controlled
- quantum of funding spent in regional areas.

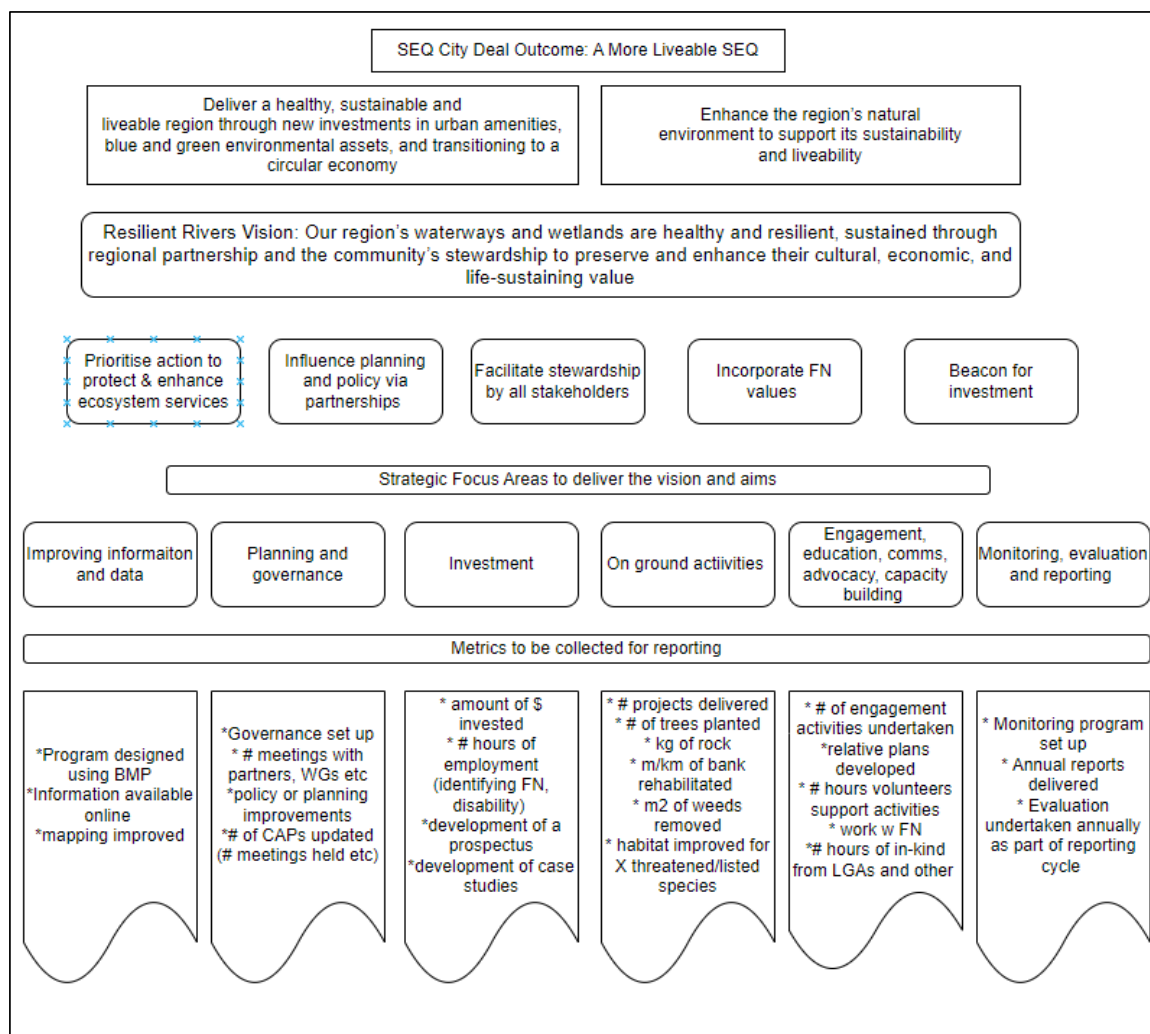


Figure 5 Program logic showing potential range of monitoring metrics for reporting

**Item 4 / Attachment 1.**



## Appendix A: RRI City Deal Project Details

There are 7 activities/projects in the 2023-24 financial year of the RRI City Deal project –outlined in the first table below– and a further 6 activities in the activity work plan for the 2024-25 financial year –also given below. These projects have come through from the existing Phase 1 of the RRI as well as Seqwater’s source protection program. Future projects determined and prioritised via the new governance arrangements outlined above.

Some projects are research or investigation works required as a first step before on ground works can begin, most are on ground projects mapped indicatively and described further below. Each project has various sub-projects, stakeholders, and objectives captured in individual detailed project work plans.

Further detail on each project, including more specific mapping and site information can be found in the individual project plans for each project. Most projects take place within multiple reaches and creeks.

### Projects assigned for FY 2023 – 2024

| Project Description                            | Catchment Plan   | Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PMP                                                            | Timing               | Budget    | Funding Breakdown |              |             |          | Additional funding source/s |
|------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------|-----------|-------------------|--------------|-------------|----------|-----------------------------|
|                                                |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                      |           | Federal           | State        | CoMSEQ      | Seqwater |                             |
| RRI Waterways and Wetlands Investment Strategy | All SEQ CAPs     | Development of the RRI: SEQ Waterways and Wetlands Investment Strategy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                            | Dec 2023             | \$460,000 |                   | \$230,000    | \$230,000   |          |                             |
| Bremer Rural Partnerships Program – Phase 3    | Bremer River CAP | <ul style="list-style-type: none"> <li>On-ground bank and gully stabilisation projects, including revegetation, stock fencing and off-stream watering points.</li> <li>Hydrological assessment and prioritisation study of the Upper Bremer and Warrill sub-catchments.</li> <li>Platypus eDNA occupancy survey, storage, and modelling.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                         | Bremer Rural Partnerships Program – Phase 3. See Attachment A. | Sep 2023 – Sep 2024  | \$405,000 | \$170,000         | \$162,500    | \$72,500    |          |                             |
| Mid Logan and Upper Albert Phase 5             | Logan-Albert CAP | <ul style="list-style-type: none"> <li>Sedimentation investigation Logan-Albert catchment Stage 1 to identify highest risk sub-catchments and priority investment areas.</li> <li>Primary weed management of invasive plants in both the Albert and Logan Catchments.</li> <li>On-ground works in Mid-Logan priority reach identified during landholder engagement and riparian assessment.</li> <li>Fluvial Geomorphology and Waterway Management training for Council officers within the Logan-Albert catchment.</li> <li>Erosion and Sediment Control (ESC) capacity building, guidance and advice for Scenic Rim Regional Council and Logan City Council.</li> <li>Community engagement plan for Mid-Logan, Mid-Albert and Canungra Creek focal reaches of the Logan-Albert</li> </ul> | Mid Logan and Upper Albert Phase 5. See Attachment B.          | Jun 2023 – July 2024 | \$327,000 | \$146,410.24      | \$138,794.88 | \$41,794.88 |          |                             |

Item 4 / Attachment 1.

| Project Description                                      | Catchment Plan                      | Activity                                                                                                                                                                                                                                                                                                     | PMP                                        | Timing          | Budget             | Funding Breakdown   |                     |                       |                    | Additional funding source/s |
|----------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------|--------------------|---------------------|---------------------|-----------------------|--------------------|-----------------------------|
|                                                          |                                     |                                                                                                                                                                                                                                                                                                              |                                            |                 |                    | Federal             | State               | CoMSEQ                | Seqwater           |                             |
|                                                          |                                     | Catchment Action Plan Project Prioritisation.                                                                                                                                                                                                                                                                |                                            |                 |                    |                     |                     |                       |                    |                             |
| Oxley Creek - Investigation and prioritisation of sites  | Lower Brisbane-Redlands Coastal CAP | <ul style="list-style-type: none"> <li>Surveying Lower Oxley Creek with a helicopter LiDAR to understand topography and plan future interventions.</li> <li>Geomorphologic trajectory assessment for Oxley Creek to predict future sediment loads to Moreton Bay over the next 10–20-year period.</li> </ul> | PMP to be created following investigations | Jan – July 2024 | \$43,470           |                     | \$21,735            | \$21,735              |                    |                             |
| PMO funding and operating costs                          | -                                   | PMO salary and operating costs including communication material (Strategy, website, signage etc) travel, catering, staff training/capacity building                                                                                                                                                          | All                                        | Ongoing         | \$700,000          |                     |                     | \$700,000             |                    |                             |
| Mid Brisbane River Source Protection Partnership Program | -                                   | Program of bank stabilisation, revegetation, agricultural improvements and weed control to improve water quality.                                                                                                                                                                                            | N/A                                        | Ongoing         | \$850,000          |                     |                     |                       | \$850,000          |                             |
| Regional Weeds Source Protection Partnership Program     | -                                   | Program of riparian vine weed control activities to improve riparian condition.                                                                                                                                                                                                                              | N/A                                        | Ongoing         | \$1,230,000        |                     |                     |                       | \$1,230,000        |                             |
| <b>TOTALS</b>                                            |                                     |                                                                                                                                                                                                                                                                                                              |                                            |                 | <b>\$4,015,470</b> | <b>\$316,410.24</b> | <b>\$553,029.88</b> | <b>\$1,066,029.88</b> | <b>\$2,080,000</b> |                             |

### Projects assigned for FY 2024 – 2025

| Project Description                                 | Catchment Plan                               | Project Location (LGA)                                                         | Direct Beneficiary (LGA)                                                       | Activity                                                                                                                                                                                                                                                                                                                                             | PMP                                                 | Timing                | Budget      | Funding Breakdown |           |          | External funding |
|-----------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------|-------------|-------------------|-----------|----------|------------------|
|                                                     |                                              |                                                                                |                                                                                |                                                                                                                                                                                                                                                                                                                                                      |                                                     |                       |             | Federal           | State     | CoMSEQ   | TMR (DRFA)       |
| Catchment officers                                  | N/A                                          | Logan, Scenic Rim, Ipswich, Lockyer Valley, Moreton Bay, Noosa, Sunshine Coast | Logan, Scenic Rim, Ipswich, Lockyer Valley, Moreton Bay, Noosa, Sunshine Coast | <ul style="list-style-type: none"> <li>Funding towards local coordination and delivery of Resilient Rivers activities</li> </ul>                                                                                                                                                                                                                     | -                                                   | July 2024 – July 2025 | \$450,000   |                   | \$450,000 |          |                  |
| Tenthill Creek – Junction View to Mt Sylvia Phase 2 | Lockyer Catchment Action Plan, 2015-2018     | Lockyer Valley                                                                 | Lockyer Valley                                                                 | <ul style="list-style-type: none"> <li>Civil engineering works to construct three stream energy dissipation structures along Blackfellow Creek.</li> <li>Department of Transport and Main Roads (TMR) are also completing works within their road reserve/creek crossings at the same time via DRFA funding.</li> </ul>                              | Tenthill Creek – Junction View to Mt Sylvia Phase 2 | July 2024 – July 2025 | \$1,870,525 | \$1,335,000       |           |          | \$535,525        |
| Days Creek Stabilisation                            | Logan Albert Catchment Action Plan 2017-2020 | Logan                                                                          | Logan                                                                          | <ul style="list-style-type: none"> <li>Deliver reach scale restoration work to limit ongoing incision</li> <li>Establish a riparian corridor through the project area to improve the stability of the channel and reduce sediment loss</li> <li>Re-establish vegetation across the length of the impacted reach and reinstate some of the</li> </ul> | Days Creek stabilisation and revegetation           | July 2024 – July 2025 | \$300,000   | \$280,000         | \$10,000  | \$10,000 |                  |



Item 4 / Attachment 1.

| Project Description                                  | Catchment Plan                                | Project Location (LGA) | Direct Beneficiary (LGA) | Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PMP                                                                     | Timing                | Budget    | Funding Breakdown |           |           | External funding |
|------------------------------------------------------|-----------------------------------------------|------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------|-----------|-------------------|-----------|-----------|------------------|
|                                                      |                                               |                        |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                         |                       |           | Federal           | State     | CoMSEQ    | TMR (DRFA)       |
|                                                      |                                               |                        |                          | ecological values that have been lost through the removal of the remnant floodplain vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                         |                       |           |                   |           |           |                  |
| Bremer River Rural Partnerships                      | Bremer River Catchment Action Plan, 2018-2021 | Scenic Rim, Ipswich    | Scenic Rim, Ipswich      | <ul style="list-style-type: none"> <li>Contributing to the annual re-stocking of Mary River Cod fingerlings throughout the Bremer River Catchment, at selected sites approved by and under permit from Fisheries Qld.</li> <li>Fish barrier prioritisation study</li> </ul>                                                                                                                                                                                                                                                                                   | Fish barrier prioritisation study & Brisbane River Cod recovery program | July 2024 – July 2025 | \$210,000 |                   | \$100,000 | \$110,000 |                  |
| Mid-Logan Albert River Weed mapping & on ground work | Logan Albert Catchment Action Plan 2017-2020  | Logan, Scenic Rim      | Logan, Scenic Rim        | <ul style="list-style-type: none"> <li>Initial investigation and collaboration to develop sub-centimetre technology for weed mapping of riparian areas</li> <li>Coordinated landholder engagement to support sustainable land management and riparian assessment to identify sites for on-ground works</li> <li>Extension to primary weed management in the Logan and Albert Catchment</li> <li>River processes workshop for Mid-Albert landholders</li> <li>Research and apply for relevant grants to support landholder and community engagement</li> </ul> | Mid-Logan Albert weed mapping & on ground work                          | July 2024 – July 2025 | \$137,000 |                   | \$68,500  | \$68,500  |                  |

Item 4 / Attachment 1.

| Project Description   | Catchment Plan | Project Location (LGA) | Direct Beneficiary (LGA) | Activity                                                                                                                                                                                                                                                                                                                                                                               | PMP                                  | Timing                | Budget      | Funding Breakdown |           |           | External funding |
|-----------------------|----------------|------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------|-------------|-------------------|-----------|-----------|------------------|
|                       |                |                        |                          |                                                                                                                                                                                                                                                                                                                                                                                        |                                      |                       |             | Federal           | State     | CoMSEQ    | TMR (DRFA)       |
| Mid Brisbane Reserves | N/A            | Somerset               | Somerset                 | <ul style="list-style-type: none"> <li>On ground works across 8 reserves to complete the following: <ul style="list-style-type: none"> <li>Pest management</li> <li>Assisted regeneration</li> <li>Exclusion measures</li> <li>Formalised river access</li> <li>Formalised parking and drainage controls</li> <li>Profiling</li> <li>Signage and interpretation</li> </ul> </li> </ul> | Mid Brisbane Reserves (Somerset) PMP | July 2024 – July 2026 | \$776,998   | \$517,150         | \$129,924 | \$129,924 |                  |
| TOTALS                |                |                        |                          |                                                                                                                                                                                                                                                                                                                                                                                        |                                      |                       | \$3,594,523 | \$2,132,150       | \$608,424 | \$318,424 | \$535,525        |

## Appendix B: Key Stakeholder Engagement and Communication Plan

| Customer / Stakeholder                         | Interest/Impact                                                                                     | Information required                                                                                                                                                                                                                                                                                                  | Frequency                                                                 | Method                                                                                                                                                      | Responsibility                                                             |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| CoMSEQ PMO                                     | Lead delivery partner of RRI projects.                                                              | Status reports on projects and whole of project delivery, risks communication activities, expenditure reports                                                                                                                                                                                                         | As required in collab agreement with DESI                                 | RRI governance structure and quarterly reporting                                                                                                            | Qld DESI Director of Healthy Waters and Wetlands team                      |
| Australian Government                          | Informed funding partner under the SEQ City Deal                                                    | Reports provided as per FFA milestones and project updates on an as needed basis                                                                                                                                                                                                                                      | Annual reports, regular meetings for PCG and quarterly reporting meetings | Quarterly meetings, annual reports as required in the FFA<br><br>Invited as a member of the PCG under RRI governance structure.                             | DSDI report to AG, meetings facilitated by Qld Gov                         |
| Queensland Government                          | DSDI<br>Queensland Treasury Corporation (QTC)<br>Queensland Reconstruction Authority (QRA)<br>DRDMW | DSDI – co-investor and signatory on FFA<br>QTC coordinated the Queensland Government's participation in the SEQ City Deal<br>The QRA delivers greater coordination for how communities manage flood hazards<br>DRDMW undertakes water planning and has associated environmental outcomes which may complement the RRI | As needed for relevant reporting or briefing                              | DSDI –Quarterly reports and meetings<br>DRDMW – on an as needs basis as part of water planning process and other linkages, such as First Nations engagement | Qld DESI will facilitate engagement with other Qld Government departments. |
| Seqwater                                       | Delivery partner of projects supporting RRI                                                         | Status reports on projects and delivery, risks, communication activities, expenditure reports as necessary                                                                                                                                                                                                            | As requested by DESI                                                      | Quarterly meetings supported by reporting as needed                                                                                                         | Qld DESI Director of Healthy Waters and Wetlands team                      |
| Minister for Environment and the Great Barrier | Relevant briefing for key stakeholder meetings                                                      | Announceables and funding updates                                                                                                                                                                                                                                                                                     | Quarterly briefing                                                        | Briefing                                                                                                                                                    | Qld DESI Director of Healthy Waters and                                    |

**Item 4 / Attachment 1.**

| Customer / Stakeholder    | Interest/Impact                                                                  | Information required                                                                                                         | Frequency                                  | Method                                                                     | Responsibility                             |
|---------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------|
| Reef and senior executive |                                                                                  |                                                                                                                              | required for RRT meetings                  |                                                                            | Wetlands team                              |
| First Nations groups      | The RRI is committed to prioritising the inclusion of First Nations perspectives | Harnessing opportunities to work with First Nations peoples on projects and to work to meet employment targets under the FFA | As needed through individual project plans | Drawing on the member organisations existing networks and programs in SEQ. | DESI, CoMSEQ and project delivery partners |

## Appendix C: Risk Register

Each project managed via CoMSEQ through the RRI will have its own detailed project plan with stakeholder engagement and risk management information within. An example plan is separately attached at **Attachment 2**. Some more general overarching risks are included below.

| Risk description                                                                                                                                        | Current risk level | Target risk level | Required treatments                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Communication and branding – media and any announcements for RRI are confusing or not approved by necessary parties                                     | High               | Low               | An agreed communication protocol needs to be developed between Australian Government, Queensland Government and CoMSEQ. It is critical to ensure that the three delivery partners are kept informed of any planned media announcements about the RRI. These will be included in status reports and as a standing agenda item in regular meetings. As requested, the Australian Government logo will be used with permission for any public communications. |
| Procurement of contractors and corresponding WHS arrangements for on ground works is not undertaken in an appropriate manner                            | Low                | Low               | Procurement will be managed using existing and authorised Local Government Procurement protocol and procedures (Procedure 42/22 Procurement).                                                                                                                                                                                                                                                                                                              |
| Indigenous targets required within FFA are not met due to limited relationships or knowledge of local groups                                            | Medium             | Low               | Efforts will be made at all times to meet local employment and First Nation participation targets. This may be via existing relationships between Traditional Owner groups and local government to deliver projects, procurement of Indigenous businesses wherever possible and the inclusion of local peoples in the catchment action planning process.                                                                                                   |
| Stakeholder engagement – due to staffing changes during the duration of the RRI project, relationships are not maintained between key delivery partners | Medium             | Low               | Project management and record keeping practices for the project are maintained within Australian Government, Qld Government and CoMSEQ to enable smooth project delivery across 5-year duration. Regular meetings/ reporting requirements will maintain accountability.                                                                                                                                                                                    |
| Budget – Estimated costs and actual expenditure do not align with a resulting over or underspend for the                                                | Medium             | Low               | Cost estimation for individual project initiatives will be undertaken prior to engaging contractors to deliver scope of                                                                                                                                                                                                                                                                                                                                    |

**Item 4 / Attachment 1.**

|                                                                                                                                                                                           |        |     |                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| project.                                                                                                                                                                                  |        |     | works. Where additional funding is required to complete work packages, project management plans will be updated, and a variation request raised with COMSEQ who will manage the financial reporting across the RRI.                                                                                                       |
| Measuring success – The environmental outcomes achieved and positive impacts of the RRI are not captured and shared due to poor project monitoring and evaluation.                        | Medium | Low | DESI and CoMSEQ deliver on an evaluation plan as outlined in the Strategy to capture lessons learnt, case studies and positive news stories throughout the duration of the project.                                                                                                                                       |
| Adverse weather and disaster impacts – there is the potential for adverse weather events and natural disasters (e.g. floods, bush fires) to significantly delay or damage onground works. | Medium | Low | Where feasible, on-ground works will be delivered during SEQ's drier months (winter and spring) to avoid disruption from major wet weather events. Should a natural disaster occur, CoMSEQ and delivery partners will reassess the suitability of priority sites and consider options and alternatives if/when necessary. |

**Schedule 5 – Template Funding Agreement**





**{INSERT NAME OF PROJECT HERE}**

---

## Funding Deed of Agreement

Between:

Council of Mayors (SEQ) Pty Ltd (**CoMSEQ**)

ABN 87 141 329 302

and

**{Insert name of other party} (the Recipient)**

ACN {insert ACN/ABN}

Council of Mayors (SEQ) Pty Ltd  
Level 18, 141 Queen Street, BRISBANE QLD 4000

PO Box 12995

GEORGE STREET QLD 4003

Telephone: (07) 3040 3460

## Contents

|                                                           |           |
|-----------------------------------------------------------|-----------|
| <b>Funding Agreement Details</b>                          | <b>1</b>  |
| <b>Schedule 1 - General Terms and Conditions</b>          | <b>4</b>  |
| <b>1. Term</b>                                            | <b>4</b>  |
| <b>2. Composition of Funding Agreement</b>                | <b>4</b>  |
| <b>3. Delivery of the Project</b>                         | <b>4</b>  |
| 3.1 Recipient obligation to deliver the Project           | 4         |
| 3.2 Notification and Disclosure to COMSEQ                 | 4         |
| <b>4. Project Funding</b>                                 | <b>7</b>  |
| 4.1 Payment of the Project Funding                        | 7         |
| 4.2 Maximum Funding                                       | 7         |
| 4.3 Use of the Project Funding                            | 7         |
| 4.4 Suspension of Funding                                 | 7         |
| 4.5 Repayment                                             | 8         |
| <b>5. Reporting</b>                                       | <b>8</b>  |
| <b>6. Project IP – General Provisions</b>                 | <b>8</b>  |
| 6.1 Ownership of Project IP                               | 8         |
| 6.2 Moral Rights Consent                                  | 9         |
| 6.3 Infringement                                          | 9         |
| <b>7. One party owns Project IP</b>                       | <b>9</b>  |
| 7.1 Ownership and rights                                  | 9         |
| 7.2 Warranty                                              | 9         |
| 7.3 Project IP protection                                 | 10        |
| <b>8. Publications</b>                                    | <b>10</b> |
| <b>9. Confidentiality</b>                                 | <b>10</b> |
| 9.1 Confidential Information                              | 10        |
| 9.2 Exceptions                                            | 11        |
| 9.3 Breach of confidentiality                             | 11        |
| 9.4 Return of Confidential Information                    | 11        |
| 9.5 Recipient's undertaking                               | 11        |
| <b>10. Privacy and Disclosure of Personal Information</b> | <b>11</b> |
| <b>11. Records and Audit</b>                              | <b>12</b> |
| <b>12. GST</b>                                            | <b>13</b> |
| 12.1 Definitions                                          | 13        |
| 12.2 Consideration does not include GST                   | 13        |
| 12.3 Payment of GST                                       | 13        |
| 12.4 Adjustment and reimbursement                         | 13        |
| <b>13. Performance of failed obligations</b>              | <b>13</b> |
| 13.1 COMSEQ may perform obligations                       | 13        |
| 13.2 Recipient responsible for costs                      | 13        |
| 13.3 Recipient responsible for obligation                 | 14        |
| <b>14. Termination</b>                                    | <b>14</b> |
| 14.1 Termination without breach                           | 14        |
| 14.2 Termination for breach                               | 14        |
| 14.3 Effect of termination                                | 14        |
| <b>15. Dispute Resolution</b>                             | <b>15</b> |
| <b>16. Conflict of interest</b>                           | <b>15</b> |

|            |                                                 |           |
|------------|-------------------------------------------------|-----------|
| <b>17.</b> | <b>Liability, Release and indemnity .....</b>   | <b>16</b> |
| 17.1       | Liability, Release and indemnity .....          | 16        |
| <b>18.</b> | <b>Insurance .....</b>                          | <b>16</b> |
| <b>19.</b> | <b>Miscellaneous.....</b>                       | <b>17</b> |
| 19.1       | Dealings by the Recipient.....                  | 17        |
| 19.2       | Variation.....                                  | 17        |
| 19.3       | Entire Agreement.....                           | 17        |
| 19.4       | Severability .....                              | 17        |
| 19.5       | Waiver.....                                     | 17        |
| 19.6       | Unexpected Event .....                          | 17        |
| 19.7       | Compliance with Laws .....                      | 17        |
| 19.8       | Governing Law.....                              | 18        |
| 19.9       | Surviving obligations.....                      | 18        |
| 19.10      | Notices .....                                   | 18        |
| <b>20.</b> | <b>Interpretation and Definitions.....</b>      | <b>18</b> |
| 20.1       | Definitions .....                               | 18        |
|            | <b>Schedule 2 – Approved Project Plan .....</b> | <b>23</b> |

## Funding Agreement Details

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1. <b>Date</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| 2. <b>Recitals</b>  | <p>A In 2023, the State of Queensland co-signed the South East Queensland City Deal Schedule to the Federation Funding Agreement — Infrastructure between the State of Queensland and the Commonwealth of Australia (<b>FFA Schedule</b>) to fund the South East Queensland City Deal (<b>SEQ City Deal</b>).</p> <p>B The SEQ City Deal comprises 29 programs and will be administered by the Queensland Government Department of State Development and Infrastructure (DSDI) for the State. Other parts of government are responsible for delivering programs in accordance with the SEQ City Deal.</p> <p>C Specifically, the Department of the Environment, Science and Innovation (now, <b>DETSI</b>) is responsible for leading the delivery of the Resilient Rivers Initiative Program (<b>RRI Program</b>) under the SEQ City Deal on behalf of the Queensland Government and as agreed in the SEQ City Deal Implementation Plan July 2023.</p> <p>D In 2024, DETSI entered into a "Collaborative Agreement" with COMSEQ to fund COMSEQ as the on-ground delivery lead to deliver individual projects to further the aims of the RRI and report to DETSI about the projects.</p> <p>E COMSEQ has agreed to fund, and the Recipient has agreed to undertake, an individual project (<b>Project</b>) for the RRI Program.</p> <p>F This Funding Agreement sets out the terms and conditions under which COMSEQ will provide funding (<b>Project Funding</b>) to the Recipient to carry out the Project.</p> |                                                       |
| 3. <b>Parties</b>   | <b>COMSEQ and Recipient</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       |
| 4. <b>COMSEQ</b>    | Name and ABN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Council of Mayors (SEQ) Pty Ltd<br>ABN 87 141 329 302 |
|                     | Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Level 12, 143 Turbot Street, Brisbane, Qld 4000       |
|                     | Postal Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PO Box 12995 George Street Qld 4003                   |
|                     | Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3211 5889                                             |
|                     | Email                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | resilientrivers@seqmayors.qld.gov.au                  |
|                     | COMSEQ Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                     | COMSEQ Contact Role                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
| 5. <b>Recipient</b> | Name and ABN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
|                     | Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |
|                     | Postal Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |

Item 4 / Attachment 1.

|                                    |                                                                                    |                                                                                                                                   |                                                                                                                     |                         |
|------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------|
|                                    | Phone                                                                              |                                                                                                                                   |                                                                                                                     |                         |
|                                    | Email                                                                              |                                                                                                                                   |                                                                                                                     |                         |
|                                    | Recipient Contact Name                                                             |                                                                                                                                   |                                                                                                                     |                         |
|                                    | Recipient Contact Role                                                             |                                                                                                                                   |                                                                                                                     |                         |
| 6. <b>Project</b>                  | [insert name of project], as described in the Approved Project Plan at Schedule 2. |                                                                                                                                   |                                                                                                                     |                         |
| 7. <b>Project Funding (ex GST)</b> | [\$ Funding Amount]                                                                |                                                                                                                                   |                                                                                                                     |                         |
| 8. <b>Key Dates</b>                | Commencement Date                                                                  | The date the last Party signs this Funding Agreement                                                                              |                                                                                                                     |                         |
|                                    | Project Completion Date                                                            | [the due DATE for completion of all project works/activities by the Recipient]                                                    |                                                                                                                     |                         |
|                                    | End Date                                                                           | [the DATE the Funding Agreement period ends – this should include the time period necessary to complete all reporting/acquittals] |                                                                                                                     |                         |
| 9. <b>Milestone Schedule</b>       | <b>Milestone No</b>                                                                | <b>Milestone Date</b>                                                                                                             | <b>Milestone Requirements</b>                                                                                       | <b>Milestone Amount</b> |
|                                    | 1.                                                                                 | Commencement Date                                                                                                                 | Execution of this Funding Agreement.                                                                                | [\$[insert]]            |
|                                    | 2.                                                                                 | [INSERT]                                                                                                                          | (a) Evidence that the Recipient has completed Milestone ##<br>(b)                                                   | [\$[insert]]            |
|                                    | 3.                                                                                 | Within ## months of the Project Completion Date                                                                                   | (a) Evidence that the Recipient has completed the Project<br>(b) Provision of the Final Report and Acquittal Report | [\$[insert]]            |
| 10. <b>Reporting</b>               | <b>Report Type</b>                                                                 | <b>Report Contents and Form</b>                                                                                                   | <b>Lodgement Timing</b>                                                                                             |                         |
|                                    | Quarterly Report                                                                   | In the form, and containing all information identified in the Approved Project Plan.                                              | [INSERT DATE]                                                                                                       |                         |

**Item 4 / Attachment 1.**

|                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                        |                                                                                                        |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------|
|                                                                                                                                                  | Annual Report                                                                                                                                                                                                                                                                                                          | In the form, and containing all information identified in the Approved Project Plan.                   | [INSERT DATE] |
|                                                                                                                                                  | Final Report and Acquittal Report                                                                                                                                                                                                                                                                                      | In the form, and containing all information identified in the Approved Project Plan.                   | [INSERT DATE] |
| <b>11. Bank Account Details</b>                                                                                                                  | Account Name                                                                                                                                                                                                                                                                                                           |                                                                                                        |               |
|                                                                                                                                                  | BSB                                                                                                                                                                                                                                                                                                                    |                                                                                                        |               |
|                                                                                                                                                  | Account Number                                                                                                                                                                                                                                                                                                         |                                                                                                        |               |
|                                                                                                                                                  | Branch                                                                                                                                                                                                                                                                                                                 |                                                                                                        |               |
|                                                                                                                                                  | Email (remittance)                                                                                                                                                                                                                                                                                                     |                                                                                                        |               |
| <b>12. Insurance Policies</b>                                                                                                                    | Public liability insurance - \$20 million for each occurrence<br>Workers compensation insurance as required by law<br>Professional Indemnity Insurance - \$1 million<br>[COMSEQ to consider any other insurance requirements – e.g. if the work involves a works element, COMSEQ may require contract works insurance] |                                                                                                        |               |
| <b>13. Special Conditions</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                        |                                                                                                        |               |
| By signing below, the Parties are entering into an agreement that consists of this cover page and the attached schedules.                        |                                                                                                                                                                                                                                                                                                                        |                                                                                                        |               |
| <b>Signed</b> for and on behalf of the <b>Council of Mayors (SEQ) Pty Ltd ABN 87 141 329 302</b> by a duly authorised officer in the presence of |                                                                                                                                                                                                                                                                                                                        | <b>Signed</b> for and on behalf of the <b>Recipient</b> by its authorised signatory in the presence of |               |
| Signature of witness                                                                                                                             |                                                                                                                                                                                                                                                                                                                        | Signature of witness                                                                                   |               |
| Name of witness                                                                                                                                  |                                                                                                                                                                                                                                                                                                                        | Name of witness                                                                                        |               |
| Signature of Authorised Person                                                                                                                   |                                                                                                                                                                                                                                                                                                                        | Signature of authorised signatory                                                                      |               |
| Name of Authorised Person                                                                                                                        |                                                                                                                                                                                                                                                                                                                        | Name of authorised signatory                                                                           |               |
| Date                                                                                                                                             |                                                                                                                                                                                                                                                                                                                        | Date                                                                                                   |               |

## Schedule 1 - General Terms and Conditions

---

### 1. Term

This Funding Agreement commences on the Commencement Date and continues until the End Date, unless it is terminated earlier under this Funding Agreement.

---

### 2. Composition of Funding Agreement

- (a) This Funding Agreement is comprised of:
  - (i) the Funding Agreement Details (including the Special Conditions (if any);
  - (ii) this Schedule 1 – General Terms and Conditions; and
  - (iii) Schedule 2 – Approved Project Plan.
- (b) To the extent of any inconsistency between the above documents, the document higher in the list will prevail over the documents lower in the list to the extent of the inconsistency.

---

### 3. Delivery of the Project

#### 3.1 Recipient obligation to deliver the Project

The Recipient must deliver the Project:

- (a) in accordance with:
  - (i) this Funding Agreement; and
  - (ii) the Approved Project Plan;
- (b) by the Milestone Dates for each Milestone; and
- (c) by the Project Completion Date,

and must provide overall management and all resourcing and facilities required for delivery of the Project.

#### 3.2 Project Management

- (a) The Recipient must:
  - (i) engage or nominate from within the Recipient's organisation a suitably qualified project manager with the relevant skills and experience to undertake the Project and notify COMSEQ of the engaged or nominated person (**Appointed Project Manager**);
  - (ii) monitor and evaluate the progress, including against the Approved Project Plan;
  - (iii) advise and seek COMSEQ's approval of any changes to the Approved Project Plan; and



- (iv) advise COMSEQ of any adverse event which may impact on progress against the Approved Project Plan or the scope of the activities required to deliver the Project as soon as it occurs and in any event not later than ten (10) Business Days of the occurrence of the event.
- (b) If, at any time during the Term, COMSEQ forms an opinion that the Appointed Project Manager has failed or is failing to adequately discharge the duties of Appointed Project Manager, COMSEQ may:
  - (i) request a meeting with the Recipient (and the Appointed Project Manager) to discuss the Appointed Project Manager's performance; and
  - (ii) notify the Recipient of requirements for improvement in the performance of the Appointed Project Manager (**Improvement Notice**).
- (c) If the Appointed Project Manager does not, in COMSEQ's reasonable opinion, implement the requirements for improvement specified in the Improvement Notice within a reasonable period (which may be specified in the Improvement Notice), COMSEQ may direct the Recipient to engage or nominate another person as the Appointed Project Manager. The Recipient must comply with a direction to replace the Appointed Project Manager.
- (d) The Recipient will allow COMSEQ and its agents:
  - (i) access to the sites in which the Project is being conducted prior to, during and/or after completion of the Project; and
  - (ii) access to the Appointed Project Manager on three (3) Business Days' notice, and will render all reasonable and necessary assistance to enable those persons to:
    - A. undertake project monitoring; and
    - B. oversee the progress of the Project and development on a regular basis.
- (e) The Recipient agrees that:
  - (i) the Recipient is fully responsible for all aspects of the planning, design, construction, completion and operation of the Project; and
  - (ii) no comment on or approval or rejection of any documents, reports or plans by COMSEQ under or in connection with this Funding Agreement shall affect such responsibility of the Recipient or give rise to any obligation or liability on the part of COMSEQ.

### 3.3 Construction and Contracting

- (a) The Recipient is responsible for obtaining all Approvals required for the conduct of the Project.
- (b) The Recipient must not commence the physical construction or any portion or stage of the Project until all Approvals required for such commencement or the relevant portion or stage have been obtained, unless otherwise approved in writing by COMSEQ.
- (c) The Recipient must commence the physical construction by the dates specified in the relevant Approved Project Plan unless otherwise approved in writing by COMSEQ.

- (d) The Recipient acknowledges and agrees that the Project Funding may be withdrawn if the Recipient has not commenced, or is not otherwise meeting the timeframes for the Project set out in the Approved Project Plan.
- (e) The Recipient may engage a contractor to undertake all or any part of the Project in accordance with clause 3.3(f).
- (f) The Recipient must ensure that any contractor engaged by it to undertake all or part of the Project:
  - (i) has the necessary qualifications, skills and experience to undertake the contracted work in a professional and competent manner;
  - (ii) undertakes the contracted work in a professional and competent manner and is obliged to comply with all applicable laws;
  - (iii) holds and maintains appropriate levels of professional indemnity, workers compensation and public liability insurance;
  - (iv) keeps and maintains full and accurate records and accounts of the conduct of the Project as that required of the Recipient under this Funding Agreement and grants access to COMSEQ to those records and accounts as stipulated under this Funding Agreement;
  - (v) complies with all the applicable terms of this Funding Agreement with respect to the construction and delivery of the Project under the Approved Project Plan as if the contractor was a party to this Funding Agreement;
  - (vi) does not sub-contract the contracted work without first obtaining a written consent from the Recipient; and
  - (vii) is responsible for all acts and omissions of any sub-contractor engaged by the contractor in performing such sub-contracted work.
- (g) The Recipient will not be relieved of any of its obligations under this Funding Agreement by reason of having engaged a contractor.
- (h) The Recipient must provide copies of the contractor's insurances, stipulated in clause 18, to COMSEQ at any time when requested by COMSEQ.
- (i) The Recipient must ensure that it obtains certificates of renewal from the contractor for the insurances detailed in clause 18 and must provide copies of those renewals to COMSEQ at any time when requested by COMSEQ.

### 3.4 Notification and Disclosure to COMSEQ

The Recipient must promptly notify COMSEQ of any matters the Recipient reasonably considers may affect the Recipient's ability to:

- (a) deliver the Project in accordance with the Milestones and by the Project Completion Date;
- (b) carry out the Project generally, and in accordance with the Approved Project Plan; or
- (c) otherwise comply with the terms and obligations of this Funding Agreement.

---

## **4. Project Funding**

### **4.1 Payment of the Project Funding**

(a) Subject to:

- (i) the terms of this Funding Agreement;
- (ii) the Recipient not being in breach of this Funding Agreement; and
- (iii) the Recipient's satisfaction of the Milestone Requirements for the relevant Milestone under this Funding Agreement,

COMSEQ will pay the Recipient the Milestone Amount in respect of the Milestone within a reasonable period of the later of:

- (iv) the Milestone Date; and
- (v) the date the Recipient:
  - A. satisfies the Milestone Requirements for the relevant Milestone; and
  - B. submits a valid tax invoice.

### **4.2 Maximum Funding**

- (a) Despite any other provisions of this Funding Agreement, the Project Funding is the full amount of COMSEQ's commitment to the Recipient under this Funding Agreement.
- (b) The Recipient acknowledges and accepts that, for the Project:
  - (i) it will not be entitled to any amount in excess of the Project Funding from COMSEQ;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
  - (iii) COMSEQ makes no representations about future funding and there is no obligation on COMSEQ to provide future funding to the Recipient in respect of any matter, including the Project.
- (c) The Recipient warrants that it has sufficient funds to complete the Project if the amount of the Project Funding is insufficient to deliver the Project.

### **4.3 Use of the Project Funding**

The Recipient must use the Project Funding:

- (a) solely for the purposes of the Project; and
- (b) in accordance with the Approved Project Plan.

### **4.4 Suspension of Funding**

- (a) COMSEQ may suspend payment of any Milestone Amount at any time if:

- (i) the Recipient fails to comply with this Funding Agreement, including failure to meet any Milestone Requirements; or
- (ii) COMSEQ forms the reasonable belief that:
  - A. based on the Recipient's expenditure on the Project to date, the Recipient is unlikely to be able to complete the Project for the Total Project Cost; or
  - B. the Recipient is unlikely to be able to complete the Project by the Project Completion Date.
- (b) This clause 4.4 does not prejudice COMSEQ's rights under this Funding Agreement or at law (including the right to terminate under clause 13).

#### **4.5 Repayment**

If:

- (a) at the End Date or upon earlier termination of this Funding Agreement, any part of the Project Funding remains unspent; or
- (b) at any time COMSEQ forms the reasonable opinion or otherwise becomes aware that the Recipient has used, spent or committed the Project Funding otherwise than in accordance with this Funding Agreement; or

the Recipient must, repay the Project Funding (or a part of the Project Funding, as applicable) to COMSEQ, within twenty-one (21) days of notice in writing from COMSEQ. The Recipient agrees that if it does not repay the Project Funding in accordance with this clause 4.5, then the Project Funding will be a debt immediately due and payable to COMSEQ.

---

### **5. Reporting**

The Recipient must:

- (a) prepare and submit the Reports to the COMSEQ in accordance with the timeframes specified in item 10 of the Funding Agreement Details; and
- (b) promptly provide such further information in respect of the Project as is reasonably requested by COMSEQ from time to time.

---

### **6. Project IP – General Provisions**

#### **6.1 Ownership of Project IP**

- (a) The Recipient must promptly notify COMSEQ in writing of:
  - (i) any Project IP created; and
  - (ii) any improvements made to the Project IP,and in any event not more than 20 Business Days following its creation or improvement.
- (b) COMSEQ and the Recipient acknowledge that any Project IP will vest in COMSEQ upon its creation.
- (c) If the Recipient has engaged a subcontractor, the Recipient must ensure that the subcontractor assigns any Project IP in accordance with clause 7.1(b).

- (a) Each Party at its own cost must do all things reasonably necessary to ensure IP Rights vest in accordance with clause 6.1(b) , including the signing of any required documentation as requested by the owner of the Project IP under clause 6.1(b).

## **6.2 Moral Rights Consent**

Each Party must obtain Moral Rights Consents from its Representatives with respect to any publication authored or co-authored by those persons.

## **6.3 Infringement**

Each Party will give the other prompt notice of any claim or allegation made against it that the exercise of any rights under this Funding Agreement constitutes an infringement of the rights of any third party.

---

# **7. One party owns Project IP**

## **7.1 Ownership and rights**

- (a) All rights, title and interests in the Project IP belong solely to COMSEQ.
- (b) Project IP is immediately assigned to and vests in COMSEQ as those rights are created.
- (c) COMSEQ grants to the Recipient a fully paid up, worldwide royalty-free, non-exclusive, non-assignable right to use, reproduce, adapt and improve the Project IP (including any Background IP incorporated into Project IP) during the Term, for the purposes of carrying out the Project and the RRI Program.
- (d) Improvements to the Project IP made by any Party are owned by COMSEQ and the provisions of this clause 7.1 apply to such improvements.
- (e) The Recipient:
  - (i) hereby assigns its rights, title and interest in the Project IP as required to give effect to clauses 7.1(a) and 7.1(c);
  - (ii) acknowledges that all Project IP coming into existence in the future will vest in COMSEQ from the date of its creation and no additional documentation is necessary to complete the assignment made under this clause 7; and
  - (iii) acknowledges that Project IP is the Confidential Information of COMSEQ, and the Recipient will keep the Project IP confidential in accordance with clause 9.

## **7.2 Warranty**

The Recipient warrants that:

- (a) it has the right to assign the Project IP in accordance with clause 7.1(e)(i) of this Funding Agreement; and
- (b) the assignment referred to in clause 7.1(e)(i) includes all of the Project IP created by its Representatives.

### 7.3 Project IP protection

- (a) COMSEQ may, at its cost, apply for, maintain and prosecute protection for the Project IP (including the Background IP to the extent that it is incorporated in the Project IP) in its own name and in any manner it elects.
- (b) The Recipient must:
  - (i) assist COMSEQ to exercise its rights in clause 7.3(a) by providing all necessary information it has in its possession and execute all documents required by COMSEQ from time to time; and
  - (ii) give COMSEQ prompt notice of any suspected or actual infringement of the Project IP (including any Background IP incorporated into Project IP) of which it becomes aware.

---

## 8. Publications

- (a) The Recipient must not make any publication in connection with this Funding Agreement except in accordance with this clause 8.
- (b) The Recipient must, at least 30 days before the date of the proposed publication, provide to COMSEQ a copy of the material intended to be published.
- (c) Within 14 days of a Party's receipt of material under clause 8(b), COMSEQ must either:
  - (i) provide written consent to the Recipient's intended publication of any or all of the material; or
  - (ii) reasonably request that the Recipient delay or amend the proposed publication.
- (d) If COMSEQ does not:
  - (i) provide written consent in accordance with clause 8(c)(i); or
  - (ii) request a delay or amendment in accordance with clause 8(c)(ii),that Party is deemed to give consent to the other Party to publish the material.
- (e) COMSEQ may require, as a condition of any consent referred to in clause 8(c), acknowledgment of the collaboration of COMSEQ, the State of Queensland or the Commonwealth of Australia, and the use of any Project Funding provided or made available by COMSEQ, the State of Queensland or the Commonwealth of Australia for or in relation to the generation of the relevant material.

---

## 9. Confidentiality

### 9.1 Confidential Information

Subject to clause 9.2, a party must not:

- (a) disclose the other Party's Confidential Information to a third party; or
- (b) use the other Party's Confidential Information other than for the purposes of performing this Funding Agreement.

## 9.2 Exceptions

A Party may disclose the other Party's Confidential Information:

- (a) with the other Party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with its obligations, or to exercise its rights, under this Funding Agreement or, where the Party is COMSEQ, the Collaborative Agreement;
- (e) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
- (f) to the extent necessary to enforce its rights or defend a claim or action under this Agreement.

## 9.3 Breach of confidentiality

- (a) If a Party becomes aware of a suspected or actual breach of this clause 9 the Party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The Parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 9.

## 9.4 Return of Confidential Information

Subject to a recipient of Confidential Information needing to retain Confidential Information to properly exercise its rights to the Background IP and Project IP granted pursuant to this Funding Agreement, that Party will return or destroy (at the Discloser's discretion) material containing Confidential Information when it is no longer required by the Party, or otherwise when directed by the Discloser, except for any Confidential Information required to be retained at law.

## 9.5 Recipient's undertaking

- (a) The Recipient must ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 9.
- (b) COMSEQ may, at any time, require the Recipient to arrange for its Representatives engaged in the performance of this Funding Agreement, to give written undertakings in a form reasonably required by the COMSEQ relating to the nondisclosure of Confidential Information under this clause 9.

---

## 10. Privacy and Disclosure of Personal Information

If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Funding Agreement, it must:

- (a) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (b) not use Personal Information other than for the purposes of this Funding Agreement, unless required or authorised by law;



- (c) not disclose the Personal Information without the written agreement of the person to whom the Personal Information relates, unless required or authorised by law;
- (d) immediately notify the person to whom the Personal Information relates if it becomes aware that a disclosure of Personal Information is or may be, required or authorised by law;
- (e) ensure that its employees, volunteers, agents and subcontractors are aware of and comply with the obligations stated in this clause 10.

---

## 11. Records and Audit

- (a) The Recipient must:
  - (i) keep proper and adequate records, accounts (including tax invoices, cheques issued and relevant bank statements) and supporting documents in accordance with generally accepted accounting principles and as required by law, about:
    - A. all aspects of this Funding Agreement, including records about the performance of this Funding Agreement and whether time frames and performance requirements for this Funding Agreement are met; and
    - B. its affairs generally,
  - in secure storage for at least 7 years after the End Date; and
  - (ii) comply with any additional recordkeeping obligations specified in this Funding Agreement.
- (b) COMSEQ or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
  - (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
  - (iv) undertake an audit to verify compliance by the Recipient with its obligations under this Funding Agreement and its likely capacity to continue to comply with its obligations in the future (**Audit**).
- (c) COMSEQ may disclose the Audit findings and the Audit recommendations to a third party, including the State of Queensland or the Commonwealth.
- (d) If requested by COMSEQ, the Recipient will implement any audit recommendations and comply with Audit findings to the extent necessary to ensure that the Recipient continues to perform its obligations in accordance with this Funding Agreement.

---

## **12. GST**

### **12.1 Definitions**

Words in this clause 12 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

### **12.2 Consideration does not include GST**

Unless otherwise stated, consideration specified in this Funding Agreement does not include any amount for GST.

### **12.3 Payment of GST**

If provision of the Project Funding is a taxable supply under the GST Act, COMSEQ will pay to the Recipient the GST amount in addition to the Project Funding, subject to the Recipient first submitting to COMSEQ a valid tax invoice in respect of the supply.

### **12.4 Adjustment and reimbursement**

- (a) If, for any reason, including:
- (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to COMSEQ or to the Recipient in respect of a supply made under this Funding Agreement; or
  - (iv) a decision of any tribunal or court,
- the amount of GST paid by COMSEQ differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to COMSEQ as the case may be.
- (b) If a Party is entitled to be reimbursed or indemnified under this Funding Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

---

## **13. Performance of failed obligations**

### **13.1 COMSEQ may perform obligations**

If the Recipient fails to perform an obligation under this Funding Agreement and such failure is not remedied within 14 days of COMSEQ notifying the Recipient of the failure:

- (a) the Recipient authorises COMSEQ or its nominee to act on the Recipient's behalf in performing the Recipient's obligations; and
- (b) COMSEQ or its nominee may (but is not obliged to) perform the obligation.

### **13.2 Recipient responsible for costs**

Where COMSEQ or its nominee performs an obligation of the Recipient under clause 13.1, the costs of that performance are to be taken as a debt due and payable to COMSEQ.

### 13.3 Recipient responsible for obligation

The Recipient is not relieved from its failure to meet an obligation by COMSEQ or its nominee performing that obligation in accordance with clause 13.1.

---

## 14. Termination

### 14.1 Termination without breach

- (a) COMSEQ may, at any time, by reasonable written notice, terminate this Funding Agreement for convenience, including upon termination of the Collaborative Agreement.
- (b) If this Funding Agreement is terminated by COMSEQ under this clause 14.1:
  - (i) upon receipt of the notice from COMSEQ, the Recipient must immediately take all steps necessary to minimise any loss suffered by the Recipient as a result of the termination; and
  - (ii) in addition to any amounts paid or payable up to the date of the notice, COMSEQ will pay a reasonable fee for costs reasonably incurred by the Recipient as a direct result of the termination and which the Recipient cannot otherwise recoup or avoid.
- (c) For the avoidance of doubt, clause 17 applies to any termination of this Funding Agreement under clause 14.1(a).
- (d) Any notice by COMSEQ purporting to terminate this agreement pursuant to any other provision of this Funding Agreement, or under the general law, will be taken to be a notice terminating this Funding Agreement under this clause 14 to the extent that COMSEQ is not entitled to terminate this Funding Agreement pursuant to that other provision or the general law.

### 14.2 Termination for breach

- (a) COMSEQ may terminate this Funding Agreement by written notice with immediate effect if the Recipient:
  - (i) breaches a term of this Funding Agreement which is not capable of being remedied;
  - (ii) breaches a term of this Funding Agreement which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
  - (iii) becomes subject to any form of external administration;
  - (iv) enters into an arrangement with the Recipient's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
  - (v) is wound up, voluntarily or involuntarily.

### 14.3 Effect of termination

- (a) If this Funding Agreement is terminated in accordance with clause 14.1 or 14.2:
  - (i) the Recipient must immediately cease all activities under the Project;

- (ii) each Party must take all available steps to minimise any loss resulting from termination and to protect the Party's Background IP and the Project IP;
- (iii) COMSEQ ceases to be liable to pay or provide any further Project Funding; and
- (iv) The Recipient agrees (other than where to do so would give rise to a void or voidable transaction) to:
  - A. promptly repay to COMSEQ any part of the Project Funding paid to the Party and not then used or applied for a purpose permitted under this Funding Agreement or appropriated for expenditure already incurred and permitted under this Funding Agreement; and
  - B. promptly return or deliver up to COMSEQ, or as the other party directs, all documents relating to the Background IP provided by COMSEQ.

---

## 15. Dispute Resolution

- (a) Both Parties agree that any Dispute will be dealt with as follows:
  - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the dispute;
  - (ii) secondly, the Parties will try to resolve the dispute by direct negotiation;
  - (iii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and
  - (iv) lastly, if:
    - A. there is no resolution or agreement; or
    - B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days after completion of the mediation or other alternative dispute resolution procedures, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,then any Party may commence legal proceedings.
- (b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Funding Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 15.

---

## 16. Conflict of interest

- (a) The Recipient warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Funding Agreement.

- (b) The Recipient must use its best endeavours (including making all diligent inquiries) to ensure that:
  - (i) a situation does not arise that may result in a conflict of interest; and
  - (ii) none of its Representatives engage in any activity or obtains any interest
  - (iii) that may reasonably be considered to conflict with, or restrict the Recipient in performing its obligations under this Funding Agreement fairly and independently.
- (c) The Recipient must not engage in any activity, transaction or arrangement that would be likely to result in a conflict of interest arising or continuing (including any activity, transaction or arrangement which COMSEQ may reasonably view as a conflict of interest), unless COMSEQ has given written approval for the Recipient to engage in that activity.
- (d) If a conflict of interest or risk of conflict of interest arises, the Party in conflict will immediately give notice of the conflict of interest, or the risk of it, to the other party, provide any information reasonably requested by the other party and take such steps reasonably required by the other party to resolve or otherwise deal with the conflict of interest

---

## 17. Liability, Release and indemnity

### 17.1 Liability, Release and indemnity

- (a) To the full extent permitted by law, the Recipient releases and indemnifies COMSEQ, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:
  - (i) the Project;
  - (ii) any breach of this Funding Agreement by the Recipient;
  - (iii) any act or omission of the Recipient or their Representatives;
  - (iv) the Recipient's performance of this Funding Agreement or any other agreement relating to the Project; or
  - (v) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, performing the Project,except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.
- (b) The liability of COMSEQ under or in connection to this Funding Agreement (howsoever arising) is limited in aggregate to the amount of the Project Funding provided under this Funding Agreement.

---

## 18. Insurance

The Recipient must:

- (a) throughout the Term, effect and maintain the insurance policies identified in item 12 of the Funding Agreement Details;

- (b) if requested by COMSEQ, provide to COMSEQ, within twenty (20) Business Days of the Commencement Date, copies of the insurance policies required by clause 18(a) and evidence that the policies are current; and
- (c) if requested by COMSEQ, provide to COMSEQ a copy of the certificates of currency for the renewal of the insurance policies referred to in clause 18(a) within twenty (20) Business Days of the renewal date of the relevant policy.

---

## **19. Miscellaneous**

### **19.1 Dealings by the Recipient**

- (a) The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under this Funding Agreement or allow any interest in it to arise or be varied in each case, without the prior written consent of COMSEQ.
- (b) A change in Control of the Recipient is deemed to be an assignment for the purposes of this clause 19.1.

### **19.2 Variation**

This Funding Agreement may only be varied by a document signed by or on behalf of each Party.

### **19.3 Entire Agreement**

This Funding Agreement constitutes the entire agreement of the Parties relating to the Project Funding and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **19.4 Severability**

If the whole or any part of a provision of this Funding Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Funding Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Funding Agreement or is contrary to public policy.

### **19.5 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Funding Agreement will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.
- (b) The failure by either Party to enforce a term of this Funding Agreement will not be interpreted as a waiver of that term.

### **19.6 Unexpected Event**

No Party is liable for any failure to perform or delay in performing its obligations under this Funding Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate this Funding Agreement with immediate effect by giving notice to the other Party.

### **19.7 Compliance with Laws**

The Recipient in carrying out the Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, or local authority.

## **19.8 Governing Law**

This Funding Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any courts that may hear appeals from these courts.

## **19.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Funding Agreement ends:

- (a) Clause 4.5 (Repayment);
- (b) Clause 6 (Project IP – General Provisions);
- (c) Clause 9 (Confidentiality);
- (d) Clause 10 (Privacy and Disclosure of Personal Information);
- (e) Clause 11 (Records and audit);
- (f) Clause 12 (GST);
- (g) Clause 14 (Termination);
- (h) Clause 15 (Dispute resolution);
- (i) Clause 17 (Liability, release and indemnity);
- (j) Clause 18 (Insurance);
- (k) Clause 19.9 (Surviving obligations); and
- (l) any other clause of this Funding Agreement expressly stated to survive termination.

## **19.10 Notices**

- (a) Unless expressly stated otherwise in this Funding Agreement, all notices in connection with this Funding Agreement must be in writing, signed by the sender (if an individual) or a delegated officer of the sender and marked for the attention of the person identified in the Funding Agreement Details as:
  - (i) for notices addressed to COMSEQ, the COMSEQ Contact; and
  - (ii) for notices addressed to the Recipient, the Recipient Contact.
- (b) Notices will be deemed to have been given:
  - (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting; or
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

---

## **20. Interpretation and Definitions**

### **20.1 Definitions**

**Item 4 / Attachment 1.**

**Approval** means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

**Appointed Project Manager** means the person engaged or nominated by the Recipient and notified to COMSEQ in accordance with clause 3.2 for the Project.

**Approval** means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

**Approved Project Plan** means the plan set out in Schedule 2, or such other amended or varied plan submitted by the Recipient and approved (in COMSEQ's absolute discretion) in writing by COMSEQ.

**Authority** means any government or any governmental or semi-governmental authority, local government, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

**Background Intellectual Property** means Intellectual Property owned or controlled by the Recipient, developed prior to or independently of the Project, which COMSEQ determines, in its sole discretion, is required for the exercise of the Project IP.

**Bank Account**, for this Funding Agreement, means the bank account specified in item 11 of the Funding Agreement Details.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Collaborative Agreement** means the agreement between COMSEQ and DETSI for the funding and delivery of the RRI Program.

**Commencement Date** means the date the last Party signs this Funding Agreement.

**Commonwealth** means the Commonwealth of Australia.

**Confidential Information** means information of whatever description and in whatever form communicated (whether by electronic means, in an electronic storage device, in writing or orally) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the disclosure of the information as confidential; and
- (c) is information the recipient of the information ought to know is confidential;
- (d) is the terms of this Funding Agreement;

but does not include information which:



- (e) is or becomes public knowledge other than by breach of this Funding Agreement; or
- (f) has been independently developed or acquired by the recipient.

**Control** of a corporation means having:

- (a) more than 19.9% of the votes eligible to be cast in the election of directors or any similar matter;
- (b) the right to appoint or remove directors (or members of a governing body having functions similar to a board of directors) or any similar matter representing more than 19.9% of the votes exercisable by all the directors (or persons having similar functions);
- (c) an interest of more than 49.9% in any category of the profits, distributions or net liquidation proceeds of that corporation; or
- (d) control within the meaning of section 50AA of the Corporations Act.

**DETSI** means the State of Queensland acting through the Department of the Environment, Tourism, Science and Innovation.

**Dispute** means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Funding Agreement;
- (b) the rights or obligations of a Party under this Funding Agreement; or
- (c) any other matter arising out of or relating to this Funding Agreement including any question regarding the existence, validity or termination of this Funding Agreement,

other than one entitling a Party to claim for urgent interim or interlocutory relief.

**End Date** means the end date specified in item 8 of the Funding Agreement Details.

**Funding Agreement** means this agreement entered into between COMSEQ and the Recipient.

**Government Body** means:

- (a) the State of Queensland or the Commonwealth of Australia;
- (b) a Minister, the Parliament of Queensland, the Parliament of the Commonwealth of Australia or a committee of the Parliament of Queensland;
- (c) a department, service, agency, authority, commission, corporation, instrumentality, board, office or other entity established for a State Government or Commonwealth government purpose; or
- (d) a part of an entity mentioned in paragraph (c).

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Intellectual Property** or **IP Rights** means all intellectual property rights, whether created before or after the Commencement Date, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks and registered designs;

- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

**Milestone** means the milestones set out in item 9 of the Funding Agreement Details.

**Milestone Amount** means the amount of the Project Funding payable for each Milestone, as set out in item 9 of the Funding Agreement Details.

**Milestone Dates** means the dates for achievement of the Milestones, as set out in item 9 of the Funding Agreement Details.

**Milestone Requirements** means the requirements for completion of a Milestone, as set out in item 9 of the Funding Agreement Details.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968 (Cth)*.

**Party** means COMSEQ or the Recipient.

**Personal Information** has the meaning given in the *Information Privacy Act 2009 (Qld)*.

**Project** means the project or group of projects to be conducted by the Recipient using the Project Funding, as described in item 6 of the Funding Agreement Details.

**Project Completion Date** means the date specified as the Project Completion Date in item 8 of the Funding Agreement Details.

**Project Funding** means the funds to be provided by COMSEQ to the Recipient in the amount set out in item 7 of the Funding Agreement Details, to be paid in the Milestone Amounts.

**Project Intellectual Property** means Intellectual Property:

- (a) created during the course of the Project with the support of the Project Funding; or
- (b) created during the term of this Funding Agreement for the purposes of, or in accordance with the requirements under, this Funding Agreement.

**Reports** means the reports specified in item 10 of the Funding Agreement Details.

**Representative** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

**RRI Program** means the Resilient Rivers Initiative Program the subject of the Collaborative Agreement.

**Special Conditions** means the special conditions (if any) set out in item 13 of the Funding Agreement Details.

**State Government** includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of COMSEQ, or a corporation or body constituted for a public purpose of the State of Queensland.

**Statutory Requirement** means:

- (a) any law applicable to the delivery of the Project, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;

- (b) Approvals (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

**Term** has the meaning given in clause 1 of this Funding Agreement.

**Unexpected Event** means any circumstance beyond the reasonable control of a Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake (other than an event the subject of the Project Funding);
- (b) national emergency;
- (c) terrorist act;
- (d) war; or
- (e) an order of any Court.

## **Schedule 2 – Approved Project Plan**

[INSERT]

ENVIRONMENT AND SUSTAINABILITY COMMITTEE  
MEETING AGENDA

3 SEPTEMBER  
2024

Doc ID No: A10532769

ITEM: 5

SUBJECT: IPSWICH CITY COUNCIL'S FINANCIAL CONTRIBUTION TO THE RESILIENT RIVERS  
INITIATIVE THROUGH SOUTH EAST QUEENSLAND COUNCIL OF MAYORS

AUTHOR: MANAGER, NATURAL ENVIRONMENT

DATE: 15 AUGUST 2024

### EXECUTIVE SUMMARY

This is a report concerning Ipswich City Council's financial contribution to the Resilient Rivers Initiative through Council of Mayors (SEQ).

### RECOMMENDATION/S

**That Ipswich City Council pay Council of Mayors (SEQ) the sum of \$224,263 as its financial contribution to the Resilient Rivers Initiative for the 2024-2025 financial year.**

### RELATED PARTIES

Council of Mayors (SEQ) and its member councils.

### IFUTURE THEME

Natural and Sustainable

### PURPOSE OF REPORT/BACKGROUND

Ipswich City Council has been working alongside the Council of Mayors (SEQ) as part of the Resilient Rivers Initiative (RRI) since 2014. Council has helped guide the process of developing a catchment-based investment mechanism and more recently the investment strategy (Attachment 1) through officer involvement in consultative and Steering Committees throughout this time.

To date Council has received more than \$350,000 in financial contributions to carry out waterway and landscape improvements in the Black Snake Creek Catchment. This funding provided through the RRI, with Brisbane City Council as the main funding contributor over the first 5 years, acknowledging the benefits to be gleaned to the city by investing in upstream Catchments.

Over this period Council has contributed 'in kind' to the management and delivery of on-ground works within the focus catchments as well as \$30,000 annually to the support and wages of the Bremer Catchment Officer who is hosted 1-2 days a week at 1 Nicolas Street (this was paid by agreement to Scenic Rim Council who administer the position).

ENVIRONMENT AND SUSTAINABILITY COMMITTEE  
MEETING AGENDA

3 SEPTEMBER  
2024

At the end of the 23-24 financial year, the Resilient River Initiative completed a review, published the new investment strategy, and introduced new governance structures and terms of reference for the governance groups to prepare for the upcoming City Deal commitment. This will see \$40M invested into the region's waterways over the next 5 years through the Resilient Rivers Initiative as part of a cooperative partnership between the three levels of government.

Brisbane, Ipswich, Lockyer Valley, Logan, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast

and Toowoomba will be investing \$10 million into the RRI. CoMSEQ is the delivery lead for the RRI and

will be overseeing the delivery of the project against \$30 million of local, state and federal funding.

Environment and Sustainability Department's operational budget for 24/25 includes the sum of \$250,000 to cover council's contribution to the RRI for this year. Each Council will be making a per-capita-based payment to cover the local government level commitment.

#### **LEGAL IMPLICATIONS**

This report and its recommendations are consistent with the following legislative provisions:  
*Land Act 1994*

#### **POLICY IMPLICATIONS**

There is no direct policy implications or relevant material to address this matter.

The objectives of the Resilient Rivers Initiative, and by extension the funding, align with the objectives and intent of the Natural Environment Policy.

#### **RISK MANAGEMENT IMPLICATIONS**

There is a risk that in not being a contributing member to the RRI, Council may not in turn be eligible to receive the associated leveraged funding through the City Deal to deliver waterway improvement works for the Ipswich Local Government Area.

There is a further long-term financial risk that the lack of a contribution could limit the delivery or extent of works that could benefit Ipswich's waterways and by extension the entire region.

There are minor risks associated with making a contribution in the absence of a formal legal contract or agreement outlining the specific terms and conditions, that Council would not have legal recourse if the monies were mismanaged. This is mitigated through Council representation at the Mayor and Senior Management level on the RRI Taskforce, Program Control Group, and sub-regional steering committees. This risk is also mitigated through Council's resolved membership of Council of Mayors (SEQ).

The risks associated with not approving this recommendation centre around following of appropriate and transparent probity process in regard to the expenditure of public funds

and documenting and recording decisions. This will best mitigate the risk of any recourse or future questions around the management of council monies.

#### FINANCIAL/RESOURCE IMPLICATIONS

The contributions of \$224,263 is within the approved Environment and Sustainability budget for this financial year. It is envisaged that Council and the local/regional waterways will receive between 1-3x return on investment through the additional leveraged funding.

This payment will also supersede the need to make the annual labour contributions for the Bremer Catchment Officer as it will be included as part of this amount.

It is envisaged that this is likely to be a recurring annual payment for the duration of the City Deal and beyond.

#### COMMUNITY AND OTHER CONSULTATION

The development of the investment strategy, governance and program planning for the RRI has been done over several years with Member Councils, relevant Queensland Government Departments, Natural Resource Management groups, and other relevant stakeholders.

#### CONCLUSION

In order to progress as active members of the Council Of Mayors (SEQ) Resilient Rivers Initiative for the 24-25 financial year it is recommended that Council resolves to make a financial contribution to the program, in line with other SEQ councils. This in turn will allow Council access to the funding from other levels of government and other member councils through the City Deal for investment in our local and regional waterways in line with the Resilient Rivers Initiative: SEQ Waterways and Wetlands Investment Strategy.

#### HUMAN RIGHTS IMPLICATIONS

| HUMAN RIGHTS IMPACTS                                                                                |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OTHER DECISION                                                                                      |                                                                                                                                                                                                     |
| (a) What is the Act/Decision being made?                                                            | That Ipswich City Council pay South East Queensland Council of Mayors the sum of \$224,263 as its annual financial contribution to the Resilient Rivers Initiative for the 2024-2025 financial year |
| (b) What human rights are affected?                                                                 | No human rights are affected by this decision                                                                                                                                                       |
| (c) How are the human rights limited?                                                               | Not applicable                                                                                                                                                                                      |
| (d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable? | Not applicable                                                                                                                                                                                      |
| (e) Conclusion                                                                                      | The decision is consistent with human rights.                                                                                                                                                       |

ENVIRONMENT AND SUSTAINABILITY COMMITTEE  
MEETING AGENDA

3 SEPTEMBER  
2024

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

|    |                                                                            |
|----|----------------------------------------------------------------------------|
| 1. | Resilient Rivers Initiative SEQ Waterways and Wetlands Investment Strategy |
|----|----------------------------------------------------------------------------|

Phil A. Smith  
**MANAGER, NATURAL ENVIRONMENT**

I concur with the recommendations contained in this report.

Kaye Cavanagh  
**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

*“Together, we proudly enhance the quality of life for our community”*



Doc ID No: A12033182

ITEM: 5

SUBJECT: TI TREE BIOENERGY FUNDING - PROGRAM UPDATE AND PROJECT PROPOSALS  
FOR 2025-2026

AUTHOR: PROGRAM COORDINATOR SPECIAL PROJECTS (TI TREE)

DATE: 21 OCTOBER 2025

### **EXECUTIVE SUMMARY**

This report is concerning a program update on the Ti Tree Bioenergy Funding and proposed projects for commencement in 2025-2026.

This report highlights the progress to date of the projects approved by Council in the 2024-2025 financial year and recommends for approval by Council the program for commencement in the 2025-2026 financial year and beyond.

### **RECOMMENDATIONS**

- A. That the progress update on approved projects from 2024-2025 in Table 1 be received and noted.**
- B. That Council approve the projects recommended for commencement in the 2025-2026 financial year as detailed in Table 2.**

### **RELATED PARTIES**

- Willowbank Area Residents Group
- Ti Tree Bioenergy Facility

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

Submitted projects have been assessed in accordance with the approved Ti Tree Bioenergy funding governance arrangements. The results of this assessment are the projects proposed for commencement in the 2025 to 2026 financial year as presented in Table 2.

From May to September 2025, council received 28 project proposals. Of the submitted projects, 6 projects were received from the community via the Shape Your Ipswich Ti Tree Bioenergy Funding page. The other 22 were submitted for consideration by council staff or Councillors.

The internal Ti Tree working group considered the submissions against the eligibility and assessment criteria, with input from internal subject matter experts to further determine feasibility. The reviewed project list was then shared and discussed with Willowbank Area Residents Group and Councillors in line with the approved governance process.

Table 2 provides a list of the recommended projects for commencement in 2025-2026, with delivery to likely extend across 1 or 2 financial years for some projects. These projects will be undertaken alongside a number of other longer running ongoing projects and programs approved in previous years as outlined in Table 1.

| Table 1. Progress update on approved projects from 2024-2025.                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Projects                                                                                                                                                               | Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Paynes Road, Ebenezer Koala Reserve (long term project)</b> – Establishing a community and Koala Nature Reserve and a future industry buffer.                       | <ul style="list-style-type: none"> <li>Completed - Walking tracks and proposed amenity locations have been mapped</li> <li>Ongoing - Perimeter fencing has commenced and is expected to be completed by the end of November 2025</li> <li>Ongoing – Ecological assessment, weeding and assisted natural regeneration</li> <li>Ongoing – Existing track maintenance and new track identification and construction</li> <li>Ongoing - Masterplan expected to be completed before December 2025</li> </ul> <p>NB Queensland Government and Local officers have recorded Koala sightings in the reserve</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Wetland and waterway restoration on Bremer River and Warrill Creek (long term project)</b> – Waterway and wetlands rehabilitation in the Warrill/Bremer Catchments. | <ul style="list-style-type: none"> <li>Ongoing - <u>weeding works</u> are planned for the following sites this year: <ul style="list-style-type: none"> <li>Karrabin-Rosewood Road Reserve, Thagoona – (weeding only)</li> <li>Evans Road Reserve, Thagoona (weeding only)</li> <li>Banyula Road Reserve, Thagoona (weeding only)</li> <li>Pindari Drive Reserve, Thagoona (weeding only)</li> </ul> </li> <li>Ongoing – <u>planting</u> is planned within the Bremer River intertidal zone between David Trumpy Bridge and Bob Gamble Park, Ipswich this year</li> <li>Ongoing – <u>planting and weeding</u> works are planned within the following sites <ul style="list-style-type: none"> <li>George Hatchment Bush Reserve, Willowbank</li> <li>Mack Family Bush Reserve, Willowbank</li> <li>McGeary’s Road Reserve, Rosewood</li> <li>Armstrong Park, Rosewood</li> <li>Ivor Marsden Memorial Park, One Mile</li> <li>Unnamed Reserve, 2578 Cunningham Highway, Purga</li> <li>Five Mile Creek Park, Walloon</li> <li>Wilcox Park, One Mile</li> </ul> </li> </ul> |
| <b>Heit Family Park Upgrades</b> – Install shade sail over the playground, replaced soft fall                                                                          | <ul style="list-style-type: none"> <li>Completed - Soft fall bark &amp; anti-vehicle intervention bollards have been installed</li> <li>Completed – Shade sail has been installed over the play equipment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| bark and install a perimeter anti-vehicle intervention.                                                                 | <ul style="list-style-type: none"> <li>• Ongoing – Heit Park garden extension and tree planting – expected to be completed before January 2026</li> <li>• Ongoing - anti-vehicle pedestrian entries expected to be designed before June 2026</li> </ul>                                                                                 |
| <b>Ryan Road Reserve revegetation of Purga Creek</b> – connecting wildlife corridor.                                    | <ul style="list-style-type: none"> <li>• Completed - maintenance and in-fill planting to continue until April 2026.</li> </ul>                                                                                                                                                                                                          |
| <b>Mount Forbes Rural Fire Service</b> – install all weather hardstand and bollards for all weather entry.              | <ul style="list-style-type: none"> <li>• Completed - Hardstand with signage, line marking and bollards has been installed.</li> </ul>                                                                                                                                                                                                   |
| <b>Fauna movement and signage</b> – install fixed wildlife signage in Willowbank                                        | <ul style="list-style-type: none"> <li>• Completed - Signage and road signage have been installed.</li> </ul>                                                                                                                                                                                                                           |
| <b>Mobile Koala Signage</b> – Purchase two mobile koala signs for movement across Ipswich during koala breeding season. | <ul style="list-style-type: none"> <li>• Completed – A feasibility was carried out which suggested long term sign hire was the preferred option.</li> <li>• Ongoing – Council engaged a traffic management company for the hire of 7 variable messaging signs to be displayed adjacent to wildlife corridors until May 2026.</li> </ul> |
| <b>Coopers Road Project</b> – new footpath between Willowbank Drive and Cunningham Highway                              | <ul style="list-style-type: none"> <li>• Completed – Concept Design</li> <li>• Ongoing – Detailed design expected to be completed by late June 2026.</li> <li>• Ongoing – Delivery of the project to be completed by late June 2027.</li> </ul>                                                                                         |
| <b>Ti Tree Bioenergy Community Fund</b> – investigation into the development of the Ti Tree Bioenergy Community Fund.   | <ul style="list-style-type: none"> <li>• Completed – draft Ti Tree Bioenergy Community Fund guideline has been developed and approved.</li> <li>• Ongoing – application forms and grant templates currently being developed.</li> <li>• Ongoing - First round expected to launch on 1 March 2026.</li> </ul>                            |

**Table 2. Proposed projects for the 2025-2026 financial year and beyond**

| Projects                                                                                     | Comments                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Community Moves – Extension of the Active and Healthy program to include rural areas.</b> | Weekly physical activity classes at Rosewood Memorial Hall, Ivor Marsden Park (Amberley), and Heit Family Park (Willowbank), and monthly outdoor recreation sessions at Stirling Road Reserve and Purga Nature Reserve. These programs will enhance the local community's health, social connections, and engagement with Ipswich's natural spaces. |
| <b>Rosewood Football Club Sustainable Amenities Project – Caledonian Park, Thagoona</b>      | Develop a design to replace outdated long-drop toilets at Rosewood Football Club with a modern and sustainable amenities block. This project has been recommended on the basis that other suitable alternative funding sources were unable to be identified.                                                                                        |
| <b>Local Environmental Research Bursary</b>                                                  | Through the funds consider offering a local, Ipswich-based, student a bursary or scholarship to research a local Environmental or waste matter, the finding or outcomes of which can help improve management practices or processes locally. Initial feasibility and investigation into                                                             |

|                                                                                                                |                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                | the bursary are required to determine how it is to be managed and governed.                                                                                                                                                                                                                                                              |
| <b>Ipswich Bushcare Program Boost</b>                                                                          | Engaging a contractor to perform tasks that Ipswich Bushcare Groups have struggled with—such as weed removal, brush cutting, slashing, planting, and supplying plants—ensuring their needs are met within reasonable limits.                                                                                                             |
| <b>Master planning and signage - Stone Quarry Cemetery</b>                                                     | Enhancing the cemetery with signage for denominational areas, historical context, and notable individuals, and explore options for a memorial walk and columbarium wall—either through a master plan or as standalone improvements.                                                                                                      |
| <b>Hedges to separate denominational areas - Stone Quarry Cemetery</b>                                         | Introduce hedges to define denominational sections, improve amenity, and attract wildlife, with community support and careful planning to ensure suitable local plant species and successful establishment.                                                                                                                              |
| <b>Fire in <i>Melaleuca irbyana</i> (Ti-tree) Research Project</b>                                             | A research project that aims to explore the effects of planned burning on land where critically endangered <i>Melaleuca irbyana</i> vegetation exists, addressing a major gap in fire management knowledge. ICC aims improve conservation and fire strategies for this unique ecosystem that's local to Willowbank and surrounds.        |
| <b>Heit Family Park Amenity Improvement</b>                                                                    | In addition to ongoing works from the approved 2024-2025 project, continued footpath works, flying fox, BMX course repairs, vegetation extensions and other embellishments to be considered and implemented where appropriate. Works are contingent upon availability of internal resources and standard budget for ongoing maintenance. |
| <b>Restoration of Koala Habitat through Targeted Removal of Invasive Tree Species at Eugene Street Reserve</b> | The Eugene Street Reserve project aims to restore native biodiversity by removing invasive trees threatening Koala habitat and rainforest ecosystems, with long-term stewardship led by a local ecologist and bushcare group.                                                                                                            |
| <b>Stallard Park - Resurface basketball court for multipurpose sport</b>                                       | Resurface the basketball court at Stallard Park to increase activation. This will make the court more visually appealing as well as including other sports such as pickleball. Great social outcomes will come from bringing the community together in this local park.                                                                  |
| <b>Henry Lawson Bicentennial Park - Resurface basketball court for multipurpose sport</b>                      | Resurface court to include multiple sports lines. Will also make the court more visually appealing to the community.                                                                                                                                                                                                                     |
| <b>Artificial wetland development within the Ipswich Local Government Area</b>                                 | Identification and development of artificial wetlands across the city with a focus of locations within 10km of Willowbank. This includes the establishment of habitat to support key flora and fauna species. The project should also consider supporting of nature-based recreation opportunities. This is the long-term project.       |
| <b>Stallard Park - Installation of synthetic on cricket wicket</b>                                             | Installation of a cricket wicket to enhance the community use and safety at the park. Installation of synthetic will greatly improve the social and formal activation of the park.                                                                                                                                                       |

|                                                              |                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Removal of non-organic waste from Ipswich waterways</b>   | The Ipswich waterway clean-up project aims to remove waste from watercourses downstream of the Ti Tree Bioenergy Facility. This project will extend upon (but not duplicate) other committed waterway waste removal projects & programs.                                                                                          |
| <b>Wildlife Painted Sign on Willowbank Drive, Willowbank</b> | Installation of additional green pavement at the southern end of Willowbank Drive, complementing existing signage installed on O’Neills Road in early 2025. This will make wildlife warnings more visible and reduce the risk of vehicle-wildlife collisions, particularly for kangaroos that reside in nearby bushland reserves. |

Of the 28 projects that were submitted, 15 projects are recommended for commencement, three (3) projects were already captured within the scope of 2024-2025 approved projects, 10 projects required further investigation before considered feasible.

On 25 September 2025 Council Ordinary Meeting a resolution was passed *“that council allocate proportionate funds for the upgrade of Champions Way from the Ti Tree Bioenergy funding program.”* Planning and design to provide further clarity on the scope and costs of this proposed project has since commenced. The proportion of funding to be attributed from Ti Tree and/or other Council revenue will be determined following completion of the design and planning work and therefore this project has not been included within this report.

The 15 projects recommended in Table 2 were considered feasible, were assessed as good value for money and demonstrated an offset or mitigation of the perceived or real impacts from the Ti Tree Bioenergy Facility. The projects were also supported by WAG on the basis that all other funding sources were first explored before allocating funding from the Ti Tree Bioenergy Funding program and they demonstrated a clear environmental and/or community benefit.

## LEGAL IMPLICATIONS

This report and its recommendations are consistent with the following legislative provisions:  
*Local Government Act 2009*

## POLICY IMPLICATIONS

Decisions made in alignment with adopted Ti Tree governance documentation.

## RISK MANAGEMENT IMPLICATIONS

Council is required to manage the finds in alignment with Condition 8 of the Court order associated with the Development approval. To guide this the governance and assessment criteria were developed in line with the wording of that order and subsequent legal interpretation and advice.

Projects under the Ti Tree Bioenergy Funding program are required to be above and beyond existing service standards and not committed through other council revenue streams or

existing programs. This creates risks of embellishing council parks and reserves above standard levels and creating an additional workload (and cost to council) for long term maintenance of assets funded by the program (maintenance is not eligible under the program).

### **FINANCIAL/RESOURCE IMPLICATIONS**

The current revenue available is approximately \$5.8 million.

Since 1 July 2025, approximately \$200,000 has been expended, with approximately \$700,000 forecasted to be spent by 30 June 2026.

The recommended projects are within the allocated budget for this financial year and will be funded from the available revenue reserve.

### **COMMUNITY AND OTHER CONSULTATION**

From 6 May, the Shape Your Ipswich website for the Ti Tree Bioenergy Funding Program was opened indefinitely. This platform invites the community to nominate Ipswich-based projects for potential funding. To support this process, the project identification form was updated to include eligibility questions, helping guide submissions, improve alignment with program criteria, and increase the number of eligible projects received.

In parallel, a dedicated project identification form has been developed for council staff. This internal tool enables the submission of proposals that meet the program's eligibility and assessment criteria, with built-in guidance designed to support a high rate of eligible submissions.

Through the consultation, project proposals were assessed and scored based on the criteria approved in the governance documentation by a cross-functional Ti Tree working group with representatives from across relevant sections of council. Projects recommended by the working group were shared with WAG and Councillors for review. Their feedback has been considered in shaping these recommendations.

Ongoing projects and current expenditures are published biannually on the Ipswich City Council's Transparency and Integrity Hub, ensuring public access to up-to-date financial and project information

### **CONCLUSION**

The program is making progress in the delivery of appropriate and valued community and environmental projects. The projects recommended for approval by council in Table 2 have been assessed in accordance with the approved governance framework. Initial stakeholder engagement was carried out to ensure there is capacity to deliver them. Officers continue to deliver previously approved projects.

## HUMAN RIGHTS IMPLICATIONS

| HUMAN RIGHTS IMPACTS                                                                                   |                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| OTHER DECISION                                                                                         |                                                                                                                                                |
|                                                                                                        |                                                                                                                                                |
| (a) What is the Act/Decision being made?                                                               | It is recommended that the project update in Table 1 be received and the projects presented in Table 2 be recommended for approval by council. |
| (b) What human rights are affected?                                                                    | No human rights are affected by this decision.                                                                                                 |
| (c) How are the human rights limited?                                                                  | Not applicable.                                                                                                                                |
| (d) Is there a good reason for limiting the relevant rights?<br>Is the limitation fair and reasonable? | Not applicable.                                                                                                                                |
| (e) Conclusion                                                                                         | The decision is consistent with human rights.                                                                                                  |

Cameron Lund

### PROGRAM COORDINATOR SPECIAL PROJECTS (TI TREE)

I concur with the recommendations contained in this report.

Phil A. Smith

### MANAGER, NATURAL ENVIRONMENT

I concur with the recommendations contained in this report.

Kaye Cavanagh

### GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)

***“Together, we proudly enhance the quality of life for our community”***

Doc ID No: A12107437

ITEM: 6

SUBJECT: ENVIROPLAN PROGRAM AND LEVY PROGRESS REPORT 2024-2025

AUTHOR: ENVIRONMENT AND CONSERVATION MANAGER

DATE: 9 OCTOBER 2025

### **EXECUTIVE SUMMARY**

This report concerns the Enviroplan Program and Levy Progress Report for the 2024-2025 Financial Year (Attachment 1). Contained within the report is an overview of project delivery, outcomes and a financial summary including expenditure and revenue and highlights from the past year which include:

- Over \$5 million invested across land acquisitions, estate management, conservation planning and community partnerships
- A land acquisition of 32 hectares at South Ripley, providing a vital link between Flinders – Goolman Conservation Estate and White Rock – Spring Mountain Conservation Estate
- The first Voluntary Conservation Covenant for a 9.16 hectare private property to ensure permanent protection and support sustainable land management and regeneration practices.

### **RECOMMENDATION/S**

**That the report concerning the Enviroplan Program and Levy Progress Report 2024-2025 be received and the contents noted.**

### **RELATED PARTIES**

There are no conflicts of interest identified in relation to this report.

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

The Enviroplan Levy continues to be a much supported and vital tool for Council and the city of Ipswich in preserving and enhancing the environmental values of the city.

Since its inception, the community and council have worked together to implement the Enviroplan Program and support the implementation of council's Natural Environment Strategy.



In 2019, Council committed to the annual publication of the Enviroplan Progress report, in line with best practice and the council's commitment to transparency and integrity. Additionally, financial data is also provided for publication on the Transparency and Integrity Hub.

The report also provides a platform for community to better understand what their Levy is used for. This insight into our investment and celebration of expanding our natural areas, securing ecological corridors, protecting conservation values and empowering community action through partnerships aims to build community capacity and engagement into Council's environmental initiatives.

As Council has grown and matured over the last 25+ years, the strategic focus, priority and needs of the city have changed and the Enviroplan has evolved accordingly. The initial investment focussed on acquisitions of strategically important, high value conservation land parcels. As the portfolio grew, the need to manage and maintain this land increased, alongside the resourcing required. As such spending shifted to consolidation and connectivity. Following the adoption of the Natural Environment Strategy, expenditure is balanced between strategic and opportunistic acquisition of land, and the protection, embellishment and management of the conservation estate that Council has responsibility for.

Each year, the expenditure across the four themes of the Enviroplan program can be expected to vary. In 2024-2025, there was an increased investment across three of the four themes. The reduced investment within the theme Community Nature Conservation Partnership and Support can be largely attributed to an adjustment in the financial accounting whereby the operational expenses have been captured within the Nature Conservation Planning and Embellishment, Capital & Operational Management Investment themes instead.

Enviroplan and the associated policy and procedure allow some flexibility. However, with the advent of new and emerging challenges, pressures, opportunities and community priorities it is likely that existing policies will need to be reviewed in line with the new strategic direction to ensure they are fit for purpose and adequately support the achievement of future goals and objectives.

## **LEGAL IMPLICATIONS**

This report and its recommendations are consistent with the following legislative provisions:  
*Local Government Act 2009*

## **POLICY IMPLICATIONS**

The report and the Enviroplan Levy are managed in line with the Natural Environment Policy, the Ipswich Enviroplan Program and Levy Policy, and the relevant associated Procedures.

## **RISK MANAGEMENT IMPLICATIONS**

The content of this report presents little or no risk to Council.

Publication of the financial and annual report aligns with Council's position on good governance, transparency and openness.

### **FINANCIAL/RESOURCE IMPLICATIONS**

There are no forward financial or budget implications from receiving or noting this report or the attached document. The Natural Environment Branch will continue to consider management and plan the Levy Funds with a view of using the funds efficiently and effectively to deliver against Council's strategic environmental goals.

### **COMMUNITY AND OTHER CONSULTATION**

In line with the adopted process, the progress report was produced in consultation and approved by the Chief Financial Officer and the assistance of the Finance Business Partners.

The annual report will be published on the Council website and the Transparency and Integrity Hub in order to inform the community of where and how the Levy is invested.

The direction of the Enviroplan moving forward is largely set by the Natural Environment Strategy which was compiled with extensive community engagement.

### **CONCLUSION**

This report presents the annual Ipswich Enviroplan Program and Levy Progress Report 2024-2025 to be received and noted, including a summary of the financial results. It provides an overview of key programs and projects deliverables for the 2024-2025 financial year.

### **HUMAN RIGHTS IMPLICATIONS**

| HUMAN RIGHTS IMPACTS                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECEIVE AND NOTE REPORT                                                                                                                                                                                         |
| The Recommendation states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights. |

### **ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

|    |                                                                                                                                                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Enviroplan Program and Levy Progress Report 2024-2025   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Charlotte Beresford

**ENVIRONMENT AND CONSERVATION MANAGER**

I concur with the recommendations contained in this report.

Phil A. Smith

**MANAGER, NATURAL ENVIRONMENT**

I concur with the recommendations contained in this report.

Kaye Cavanagh

**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

***“Together, we proudly enhance the quality of life for our community”***



City of Ipswich

# Enviroplan Program and Levy Progress Report

2024–2025

Haig Street Quarry Conservation Reserve



[ipswich.qld.gov.au](http://ipswich.qld.gov.au)

 **IPSWICH  
ENVIROPLAN**





## MAYOR'S MESSAGE

Our city has established an incredible legacy in environmental conservation despite being a local government area without a dedicated national park. Through Enviroplan, Ipswich City Council has secured six per cent of the city as publicly owned bushland, providing critical habitat for more than 2,000 species of native plants and animals.

More than 7,500 hectares of ecologically important land is now preserved so koalas, echidnas, sugar gliders, kingfishers, eagles and owls have a home and where native ecosystems can flourish.

It is imperative we continue to meet the needs and challenges facing nature conservation in our rapidly changing city. Council has joined with private landholders to protect native flora and fauna with the signing of council's first Voluntary Conservation Covenant, that protects the land for conservation purposes in perpetuity.

Our Enviroplan initiative is vital to our city so we can preserve the unique biodiversity and cultural heritage of our region by safeguarding our natural ecosystems for future generations.

**Mayor Teresa Harding**  
City of Ipswich



## CHAIR'S MESSAGE

Landholders are true champions of our Enviroplan initiative. Every day they are putting in the hard work – removing weeds, restoring ecosystems, supporting wildlife – to create a greener future.

Across our city, close to 7,000 hectares of private land is being managed for conservation in partnership with Enviroplan through the Landholder Conservation Partnerships Program, with thousands more hectares in the Land for Wildlife program.

We are particularly proud this year to sign our city's first Voluntary Conservation Covenant with landholders at Purga. This will provide permanent protection, through the *Land Title Act 1994* (Qld), to ensure the excellent land restoration work they have done will continue for generations to come.

Enviroplan supports landholders with grants and incentives to meet their property management goals, and in return our city has a valuable conservation network across our landscapes, cared for by passionate and active landholders.

Thank you, to our incredible landholder partners, for everything you do for our environment.

**Councillor Jim Madden**  
Environment and Sustainability  
Committee Chairperson

📍 Hardings Paddock

**Disclaimer:** Information contained in this document is based on available information at the time of writing. All figures and diagrams are indicative only and should be referred to as such. While Ipswich City Council has exercised reasonable care in producing this document, it does not warrant or represent that it is accurate or complete. Council or its officers accept no responsibility for any loss occasioned to any person acting or refraining from acting in reliance upon any material contained in this document.





# CONTENTS

|                                                                              |    |
|------------------------------------------------------------------------------|----|
| ENVIROPLAN SNAPSHOT .....                                                    | 4  |
| INVESTMENT TREND COMPARED TO PREVIOUS YEAR .....                             | 5  |
| ACQUISITION OF SIGNIFICANT NATURE CONSERVATION LAND AND LOAN SERVICING ..... | 6  |
| COMMUNITY NATURE CONSERVATION PARTNERSHIPS AND SUPPORT .....                 | 7  |
| NATURE CONSERVATION PLANNING .....                                           | 9  |
| EMBELLISHMENT, CAPITAL AND OPERATIONAL MANAGEMENT .....                      | 10 |
| 2024-2025 FINANCIAL REPORTING STATEMENT .....                                | 11 |
| ENVIROPLAN CONSERVATION ESTATES AND RESERVES .....                           | 12 |

# ACKNOWLEDGEMENT OF COUNTRY

Ipswich City Council respectfully acknowledges the Traditional Owners, the Jagera, Yuggera and Ugarapul People of the Yugara/Yagara Language Group, as custodians of the land and waters we share. We pay our respects to their Elders past and present, as the keepers of the traditions, customs, cultures and stories of proud peoples.



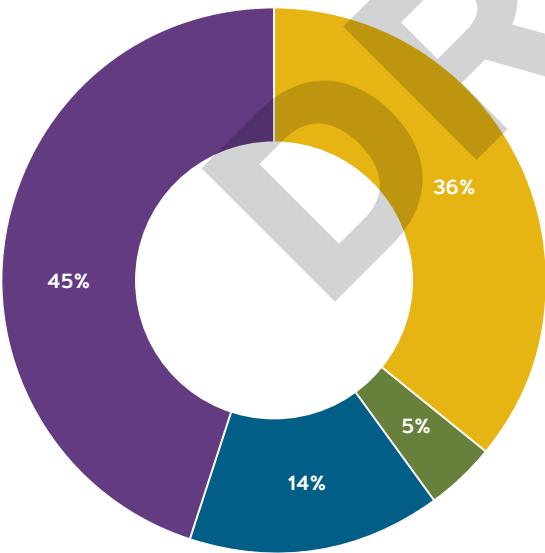
## ENVIROPLAN SNAPSHOT

The initiative is funded through a levy paid through household rates. By committing to Ipswich Enviroplan, council is able to deliver citywide conservation outcomes in four key areas: land acquisition, estate management, conservation planning and community partnerships.

Currently, the Ipswich Enviroplan portfolio includes more than 7,500 hectares of conservation land and broader community activities. It includes:

- maintenance such as weed removal, hazard reduction burns and pest management
- research and planning, including flora and fauna surveys and masterplans
- recreational facilities such as walking tracks, amenities and signage
- community-facing initiatives such as the Landholder Conservation Partnerships Program to inspire community action
- protection and embellishment of Cultural Heritage and Cultural landscape values.

Where did the funds go in 2024–2025?



- Acquisition of significant nature conservation land and loan servicing – \$1,952,327
- Community nature conservation partnerships and support – \$277,345
- Nature conservation planning – \$787,234
- Embellishment, capital and operational management within the Natural Area Estate – \$2,461,569

**Total spend: \$5,478,476**



## INVESTMENT TREND COMPARED TO PREVIOUS YEAR

| TREND | THEME                                                                            | CHANGE FROM<br>2023–2024 |
|-------|----------------------------------------------------------------------------------|--------------------------|
| ↑     | Acquisition of significant nature conservation land and loan servicing           | (+) \$143,105            |
| ↓     | Community nature conservation partnerships and support                           | (-) \$193,105            |
| ↑     | Nature conservation planning                                                     | (+) \$319,317            |
| ↑     | Embellishment, capital and operational management within the Natural Area Estate | (+) \$490,088            |





## ACQUISITION OF SIGNIFICANT NATURE CONSERVATION LAND AND LOAN SERVICING

- There was a land acquisition of 32 hectares at South Ripley
- \$861,028 went towards servicing the loan
- Council continues to investigate voluntary acquisition opportunities as they arise, assessing properties against a set of criteria including ecological values.



### CONNECTING CORRIDORS FOR WILDLIFE

A 'missing link' for wildlife movement between Ipswich's largest conservation estates will be better connected after the latest Enviroplan voluntary acquisition.

A 32 hectare cattle grazing property at South Ripley was purchased in March 2025. It has now become a conservation reserve.

The property has a vital strategic position within the regionally significant Flinders-Karawatha corridor, and is nestled between council's Flinders - Goolman Conservation Estate and White Rock - Spring Mountain Conservation Estate.

There is potential for the environmental and biodiversity values on the property to be greatly improved. Restoration of the South Ripley property will provide important habitat for rare and threatened species, from koalas to glossy-black cockatoos.



## COMMUNITY NATURE CONSERVATION PARTNERSHIPS AND SUPPORT

- \$99,538 was provided in Nature Conservation Grants
- \$22,885 was provided in land management payments
- New incentive for landholders – demonstration of weed management techniques on private properties
- About 40 nest boxes distributed to landholder partners
- 10 new registrations in the Landholder Conservation Partnerships Program, taking membership to approximately 90 properties
- Total of 1,381 members registered with the Habitat Gardens program
- Workshops and events – 5 for LCPP and 3 for Habitat Gardens
- Free plants distributed – 4,667 for LCPP and 11,908 for Habitat Gardens.

### Renewed regional partnerships

- \$15,271 for Land for Wildlife South East Queensland
- \$9,230 for SEQ Fire and Biodiversity Consortium.



## PERMANENT PROTECTION FOR A FUTURE FOREST

A property in Purga is the first to sign up to a Voluntary Conservation Covenant with Ipswich City Council.

For both the landholders and council, it is an important leap forward for conservation outcomes in the city, both at a property and landscape scale.

A review of the Enviroplan-funded Landholder Conservation Partnerships Program created the opportunity for landholders to partner with council through a covenant.

One of the great benefits is that it builds on existing strong and positive working relationships between council and landholders with a long-term commitment to conservation outcomes.

It was certainly the case with the Purga property, where the landholders have collaborated with council, Healthy Land & Water and Queensland Trust for Nature on a massive restoration journey.

Landholder Sam said the rural property was overgrazed and barren when they bought it. Spotting a koala in the thin corridor of remnant forest along the creek 'was a game-changer for us'.

It has great significance on a regional scale, with Purga Creek vital for koala and wildlife movement, and the property adjacent to a federally-recognised Area of Regional Koala Significance (ARKS).

The covenant area of 9.16 hectares includes remnant Endangered Regional Ecosystem 12.3.3 with Queensland blue gums (*Eucalyptus tereticornis*) hundreds of years old, as well as an isolated pocket of Gum-topped box

(*Eucalyptus moluccana*). But mostly the covenant covers paddocks in the process of being revegetated.

About 8,000 trees and shrubs, 45 per cent of which are koala fodder species, have been planted to buffer the creek corridor. Long pasture protects this area which is prone to both frost and flood.

It's just one area that the landholders are working hard to restore, with practices such as natural regeneration, contour plantings using yeoman's plow, wildlife-friendly fencing, rotational grazing and more, creating a haven for diverse species.

'The Voluntary Conservation Covenant means we are doing all this work for wildlife, and we can protect it for the future,' Sam said.

Some key facts about Ipswich's Voluntary Conservation Covenant:

- It is a permanent protection mechanism through the *Land Title Act 1994* (Qld)
- The agreement area must be greater than 1ha
- Landholders must have a commitment and future management intent to protect intact vegetation and/or restore fragmented landscapes
- A 5-year Property Management Plan is also developed by the landholder and council to support sustainable land management
- Landholders may be eligible for up to \$8,000 a year in grant funding and \$2,000 bursary, free plants, site visits and access to workshops.



## COMMUNITY NATURE CONSERVATION PARTNERSHIPS AND SUPPORT (CONTINUED)

### EXPERIENCE NATURE

From March to May 2025 a range of events and activities were held to highlight Ipswich's Enviroplan estates and reserves and conservation action in our community.

This was the second 'Experience Nature' campaign, with it being held every second year as a way of promoting Enviroplan, providing conservation education and encouraging sustainable nature-based recreation.

Despite significant impact from ex-TC Alfred, the campaign was successful in engaging diverse audiences with both in-person events and online promotion.



### Highlights

- **Estate activation:** a series of in-person activities were held in Enviroplan areas, particularly those lesser-known bushland 'gems' in urban areas. Activities targeted various demographics such as young families (e.g. Wildlings Forest School) and adults (e.g. Habitat trek and talk). Council's Active and Healthy program also contributed a number of nature-based recreation school holiday activities.
- **Agents of Discovery:** special Enviroplan-themed 'Missions' were created and hosted at Queens Park and various Enviroplan areas. People could download the free Agents of Discovery app and play the Mission games. A competition with random draw prizes also encouraged participation.
- **Connecting Corridors Forum:** this special event on the Little Liverpool Range brought together local landholders, research fellows and professional industry spokespeople to highlight the importance of habitat connection, healthy ecosystems and on ground conservation initiatives.
- **Stirling Road Reserve:** this high value conservation area in Rosewood is closed to public access. Special bird and plant identification guided walks, led by local experts, provided a rare opportunity for members of the public to experience this Enviroplan area.
- **Digital campaign:** each month of the campaign there was a two-week burst of digital promotion. Meta and TikTok were the main channels, achieving a reach of 273,315 unique users. The promotion achieved 5,428 clicks through to the website or event listings.

Connecting Corridors Forum



## NATURE CONSERVATION PLANNING

- Adoption of the Ipswich Enviroplan Strategic Investment Plan.

### INVESTING IN THE FUTURE OF ENVIROPLAN

The next 10 years bring exciting opportunities to further increase our city's green future through Enviroplan. As the population of Ipswich continues to grow, so too does the importance of balancing the needs of our natural areas to function as biologically rich ecosystems and maintaining cultural landscapes and values with managing the increasing desire for nature-based recreation activities and pursuits.

Council adopted the Ipswich Enviroplan Strategic Investment Plan in 2025, to provide a 10-year vision for meeting our city's conservation challenges while also considering opportunities to expand the portfolio into aligned areas of environmental management.



### Key priorities

- Increasing conservation planning and management within the existing estates and reserves, including dedicated officer positions, masterplans for priority estates and asset management plans.
- Targeting land acquisition to establish new areas suitable for reinstatement of native vegetation or floodplain reengagement through mechanisms such as environmental markets.
- Enhancing visitor experiences by finalising masterplans for priority estates and exploring options for partnerships and joint ventures in ecotourism and environmental education.
- Exploring alternative revenue sources such as environmental markets and offsets for revegetation and restoration projects and investigating joint ventures and other partnership opportunities.



## EMBELLISHMENT, CAPITAL AND OPERATIONAL MANAGEMENT

- More than 60km of fire trail maintenance and fuel reduction areas across 10 estates/ reserves in the natural area estate.
- Hazard reduction burns undertaken at Paynes Road Reserve (30 hectares) and Stirling Road Reserve (10 hectares).
- About 450 interactions with estate visitors across five educational patrols at White Rock – Spring Mountain Conservation Estate in conjunction with council's Compliance team and Queensland Police Service.
- More than 1,800 hours of pest management activity in natural area estate, including wild dogs, pigs, foxes, bulls and peacocks.
- \$560,453 on conservation works program, including:
  - Mechanical lantana control
  - Follow up rehabilitation on previous burn blocks
  - Six Mile Creek revegetation
  - Cats Claw Creeper control and dry vine rainforest revegetation.
- \$107,629 on track and trail repair following damage caused by ex-TC Alfred across seven estates/reserves.
- Capital improvements such as visitor improvements to Flinders – Goolman Conservation Estate:
  - Horse mounting blocks at Hardings Paddock
  - Wayfinding signage
  - New seating and table at Goolman Lookout
  - Upgrade to 1.9km of Gamlin Circuit track including seating.
- \$61,646 for the demolition of the house at Purga Nature Reserve.



## MANAGING VISITOR IMPACT ON CONSERVATION SITES

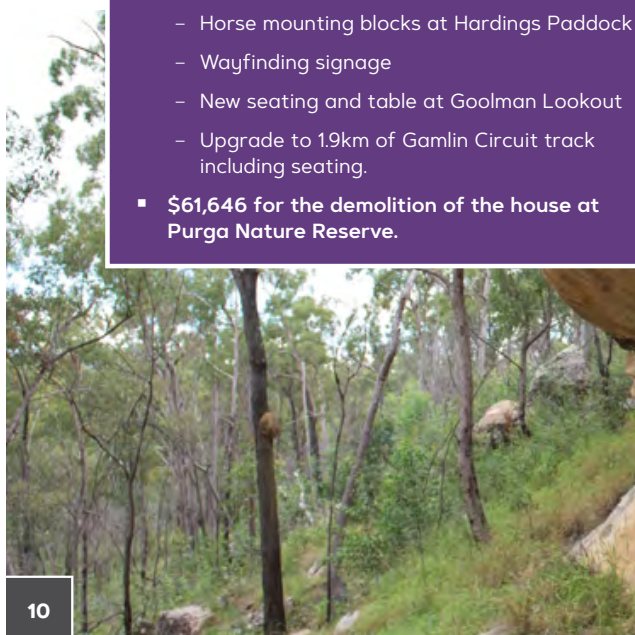
White Rock – Spring Mountain Conservation Estate is a vast and rugged conservation area in the midst of Ipswich's fast growing new suburbs.

Thousands of people enter the estate every day, particularly for the estate's extensive bushwalking, horse riding and mountain biking trails.

One of the great challenges facing Enviroplan conservation areas is balancing the growing popularity of nature-based recreation with preserving important cultural heritage and delicate ecological values.

White Rock – Spring Mountain Conservation Estate has rocky outcrops and caves that are culturally significant to the Traditional Owners, providing a link between Country and personal identity and allowing the passing on of cultural knowledge. Nugum/Boogun (White Rock) is a sacred site known culturally as a Women's area. Climbing White Rock and the adjacent southern ridge is prohibited. It is a registered cultural heritage and protected under the *Aboriginal Cultural Heritage Act 2003* (Qld).

Council conducts educational patrols throughout the year in conjunction with Queensland Police Service, particularly at peak times such as school holidays. One of the emerging trends is the sport of bouldering, which has a direct impact on culturally significant rocky outcrops and caves. Educating visitors on cultural values and working with stakeholders to provide opportunities in appropriate locations, aims to reduce the impact of nature-based recreation on these sites.

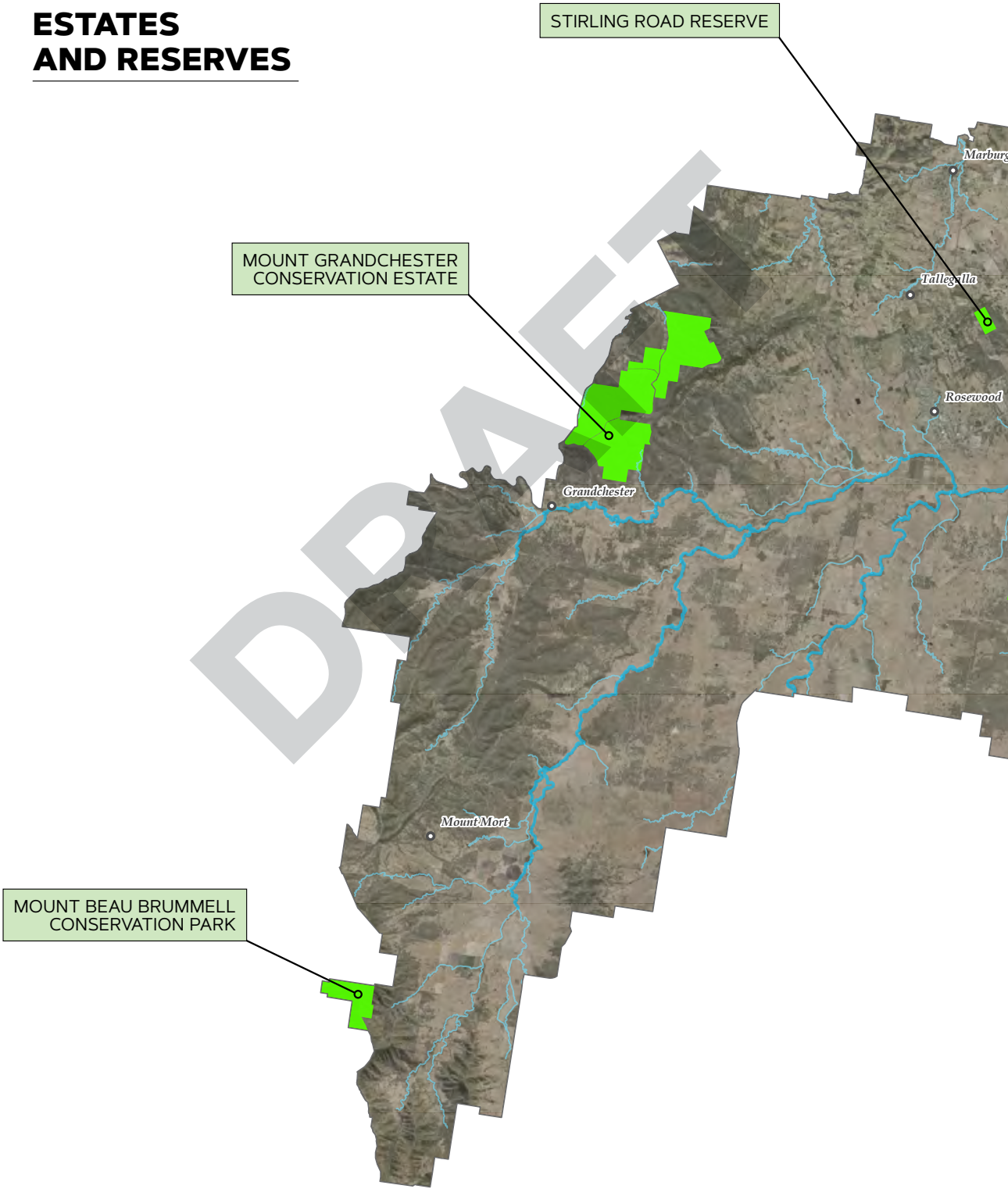


## 2024–2025 FINANCIAL REPORTING STATEMENT

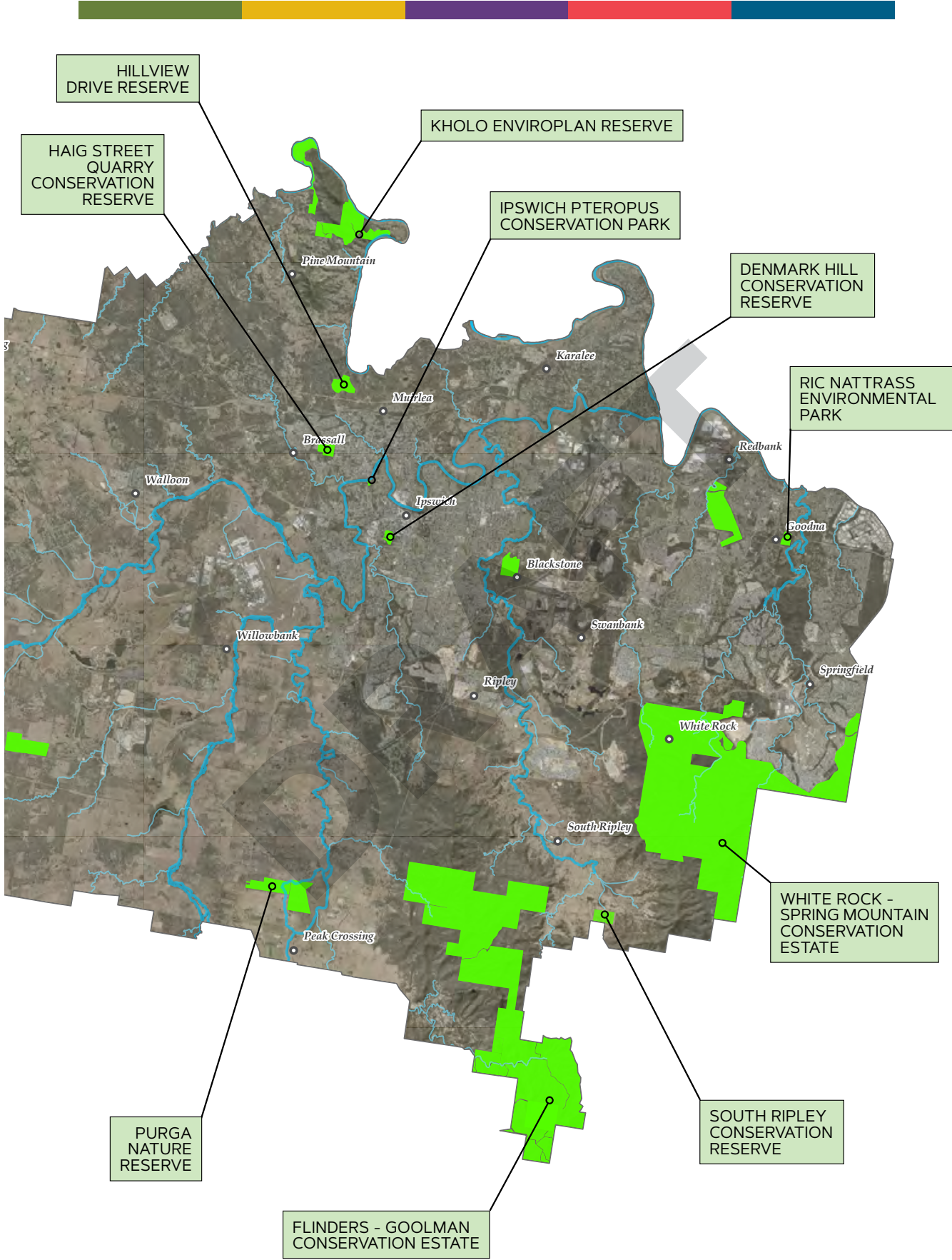
This statement is certified by the Chief Financial Officer (Ms Christina Binoya) on 14 October 2025.

| PROJECT/ACTIVITY                                                                       | ACTUALS            |
|----------------------------------------------------------------------------------------|--------------------|
| <b>Strategic Theme: Acquisition of Significant Conservation Land</b>                   |                    |
| <b>Land acquisition program</b>                                                        |                    |
| Assessments and purchases                                                              | \$1,091,300        |
| Loan service                                                                           | \$861,028          |
| <b>Sub-program total</b>                                                               | <b>\$1,952,327</b> |
| <b>Theme total</b>                                                                     | <b>\$1,952,327</b> |
| <b>Strategic Theme: Community Nature Conservation Partnerships and Support</b>         |                    |
| <b>Landholder conservation partnerships program</b>                                    |                    |
| Annual landholder land management payments                                             | \$798              |
| On-ground landholder support projects                                                  | \$140,346          |
| Voluntary Conservation Agreement incentives: Education and capacity building           | \$17,784           |
| <b>Sub-program total</b>                                                               | <b>\$158,929</b>   |
| <b>Community Partnerships Program</b>                                                  |                    |
| Annual city-wide events                                                                | \$39,478           |
| On-ground community projects                                                           | \$20,000           |
| Digital and printed material                                                           | \$34,437           |
| SEQ Land For Wildlife Program Partnership                                              | \$15,271           |
| SEQ Fire and Biodiversity Consortium Partnership                                       | \$9,230            |
| <b>Sub-program total</b>                                                               | <b>\$118,417</b>   |
| <b>Theme total</b>                                                                     | <b>\$277,345</b>   |
| <b>Strategic Theme: Nature Conservation Planning</b>                                   |                    |
| <b>City-wide nature conservation planning program</b>                                  |                    |
| Nature conservation planning: operational expenses                                     | \$787,234          |
| Continual improvement projects                                                         | \$0                |
| <b>Sub-program total</b>                                                               | <b>\$787,234</b>   |
| <b>Theme total</b>                                                                     | <b>\$787,234</b>   |
| <b>Strategic Theme: Embellishment, Capital &amp; Operational Management Investment</b> |                    |
| <b>Natural Area Maintenance Program</b>                                                |                    |
| Natural area maintenance operational expenses                                          | \$808,459          |
| <b>Sub-program total</b>                                                               | <b>\$808,459</b>   |
| <b>Natural Area Management Program</b>                                                 |                    |
| Conservation Works Program on-ground operational projects                              | \$588,792          |
| Fire Management Program on-ground operational projects                                 | \$504,827          |
| Natural area capital investment program                                                | \$313,023          |
| Pest animal management program                                                         | \$221,321          |
| Natural area estate activation program                                                 | \$5,180            |
| Natural area estate enforcement program                                                | \$19,967           |
| <b>Sub-program total</b>                                                               | <b>\$1,653,110</b> |
| <b>Theme total</b>                                                                     | <b>\$2,461,569</b> |
| <b>PROGRAM TOTAL</b>                                                                   | <b>\$5,478,476</b> |
| Revenue                                                                                | \$5,583,467        |
| External grant funding for Enviroplan projects                                         | \$50,000           |
| Adjustment to Reserve (drawdown)                                                       | \$154,991          |
| Reserve Balance                                                                        | <b>\$5,837,882</b> |

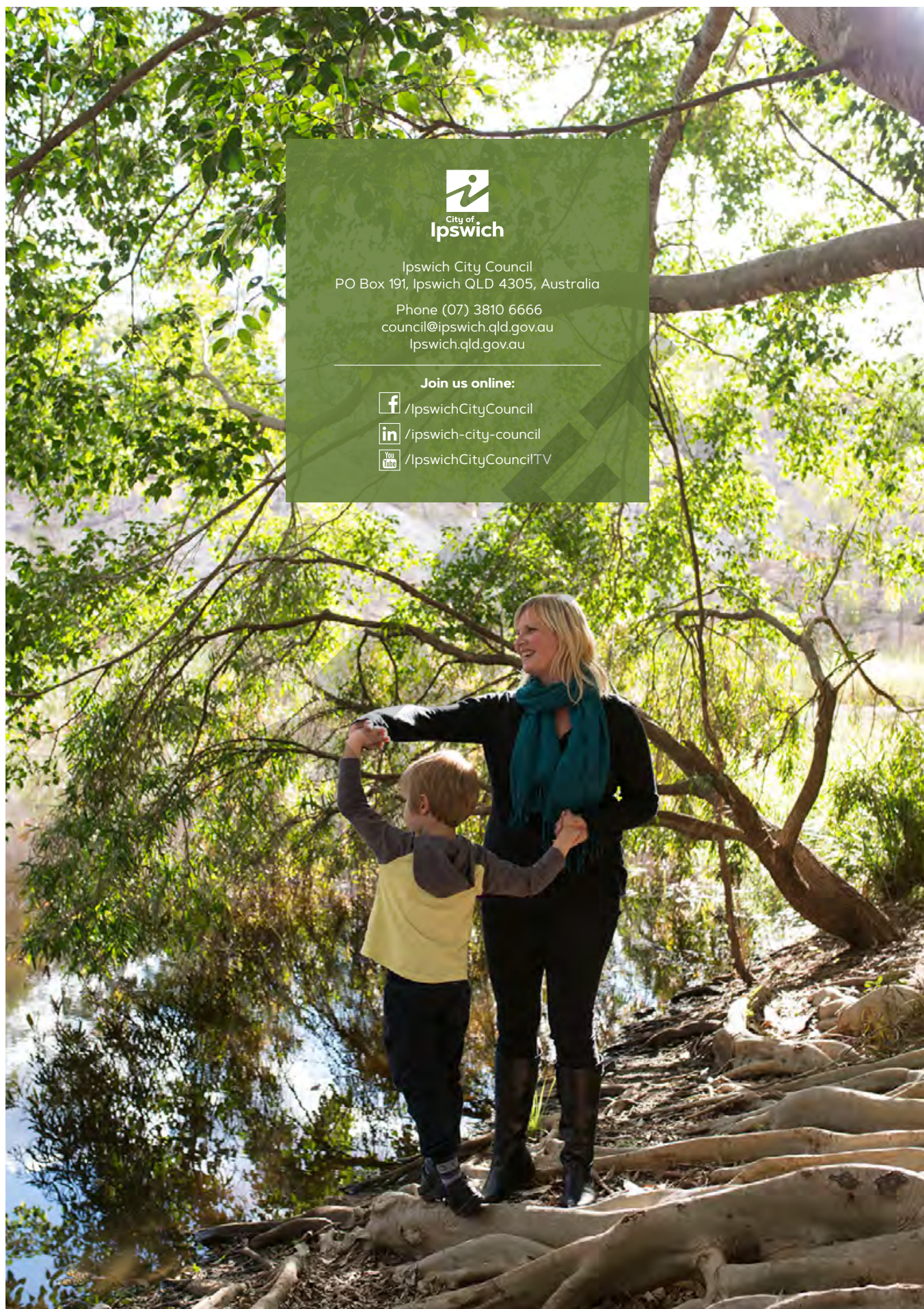
**ENVIROPLAN  
CONSERVATION  
ESTATES  
AND RESERVES**











Ipswich City Council  
PO Box 191, Ipswich QLD 4305, Australia

Phone (07) 3810 6666  
council@ipswich.qld.gov.au  
ipswich.qld.gov.au

Join us online:



/IpswichCityCouncil



/ipswich-city-council



/IpswichCityCouncilTV



Doc ID No: A12132203

ITEM: 7

SUBJECT: ENVIRONMENT AND SUSTAINABILITY DEPARTMENT CAPITAL DELIVERY REPORT  
JULY-SEPTEMBER 2025

AUTHOR: EXECUTIVE SUPPORT OFFICER

DATE: 16 OCTOBER 2025

### **EXECUTIVE SUMMARY**

This is a report concerning the performance of the capital delivery program by the Environment and Sustainability Department for July-September 2025.

### **RECOMMENDATION**

**That the report on capital delivery by the Environment and Sustainability Department for July- September 2025 be received and the contents noted.**

### **RELATED PARTIES**

There are no known conflicts of interest in relation to this report.

### **IFUTURE THEME**

Natural and Sustainable

### **PURPOSE OF REPORT/BACKGROUND**

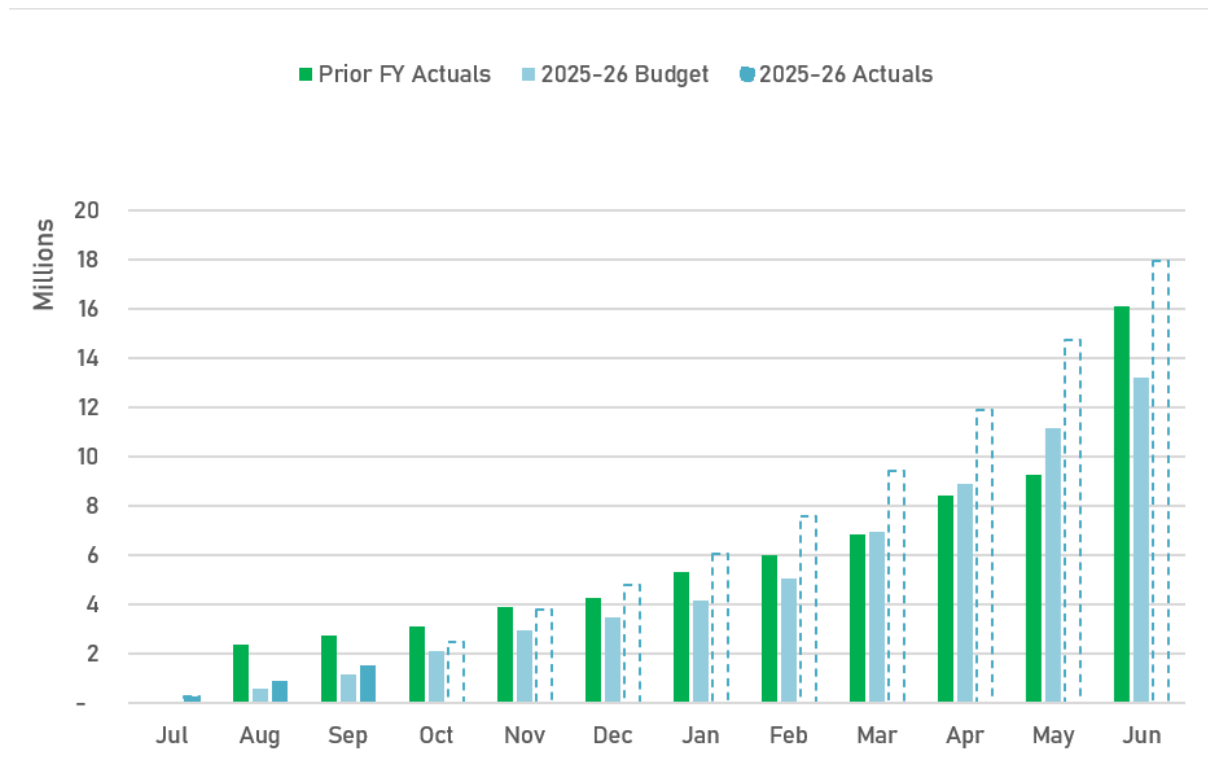
The Environment and Sustainability Department delivers a capital works program that encompasses programs and works related to asset rehabilitation (land management and water quality), disaster and natural hazard management, sustainability (climate resilience and renewable energy), resource recovery and natural environment (environment and stormwater, waterways, Enviroplan and Ti Tree Bioenergy funding).

Through this program, the department delivers integrated environmental, waste, sustainable and resilience services to enhance the quality of life for our community. We aim to enhance Ipswich's liveability, protect its natural assets, and support a clean, green, and climate-resilient city.

The Environment and Sustainability Department achieved an overall expenditure for the quarter of \$1,566,596, against an adopted baseline budget of \$2,094,750, resulting in a variance of \$528,154.

The table below shows the monthly breakdown of the budget, forecast spend and actual spend for the first quarter of 2025-2026 FY across the complete Environment and Sustainability Capital Program.

### E&S Department – Capital Portfolio (YTD)



Under the Environment and Sustainability Program, the capital program is broken up into six programs of work. The table below provides a breakdown of actual, forecast and budgeted spend across each program for the quarter.

### CAPEX – Month to Date Spend (September 2025)

| E&S Deliverable (September 2025)       | MTD            |                  |                             |                  |                               |
|----------------------------------------|----------------|------------------|-----------------------------|------------------|-------------------------------|
|                                        | Actuals        | Budget           | Variance (Budget - Actuals) | Forecast         | Variance (Forecast - Actuals) |
| <b>Capital Program</b>                 |                |                  |                             |                  |                               |
| Asset Rehabilitation                   | 11,747         | 163,000          | 151,253                     | 107,000          | 95,253                        |
| Sustainability                         | 3,052          | -                | 3,052                       | -                | 3,052                         |
| Disaster and Natural Hazard Management | -              | -                | -                           | -                | -                             |
| Environment                            | 245,152        | 438,750          | 193,598                     | 439,756          | 194,604                       |
| <b>Infrastructure Program</b>          | <b>259,952</b> | <b>601,750</b>   | <b>341,799</b>              | <b>546,756</b>   | <b>286,805</b>                |
| Resource Recovery                      | 397,766        | 440,000          | 42,234                      | 580,281          | 182,515                       |
| <b>Total</b>                           | <b>657,718</b> | <b>1,041,750</b> | <b>384,032</b>              | <b>1,127,037</b> | <b>469,319</b>                |

### **Asset Rehabilitation**

| Month          | Actual Spend | Budgeted Spend |
|----------------|--------------|----------------|
| July 2025      | \$15,649     | \$33,000       |
| August 2025    | \$75,248     | \$203,000      |
| September 2025 | \$11,747     | \$163,000      |

Multiple projects under the Disturbed Land Management (DLM) and Water Quality Rehabilitation (WQR) programs contributed to an overall underspend in actual versus budget, including delays in procurement, invoicing and resourcing challenges.

Woogaroo DLM and Surprise Avenue DLM have been completed with invoicing to be finalised next month. Brittain's Road DLM, Waterside Drive WQR, and Bertilia Street WQR have encountered initial project delays; however, these are being addressed with contracts now commenced or to commence shortly.

### **Disaster and Natural Hazard Management**

| Month          | Actual Spend | Budgeted Spend |
|----------------|--------------|----------------|
| July 2025      | \$0          | \$0            |
| August 2025    | \$0          | \$0            |
| September 2025 | \$0          | \$0            |

In the lead-up to the severe weather season, no capital projects were planned for the first quarter of the financial year. The focus remains on preparation for the season, with any capital projects forecast to commence in March 2026.

### **Environment**

| Month          | Actual Spend | Budgeted Spend |
|----------------|--------------|----------------|
| July 2025      | \$157,241    | \$35,000       |
| August 2025    | \$79,277     | \$71,000       |
| September 2025 | \$245,152    | \$438,750      |

The Natural Environment, Stormwater, and Water Recovery programs all experienced variable spends this quarter, with the variance resulting from a combination of project and invoicing delays.

Heit Family Park and Small Creek Naturalisation are on track. Brenda Court has encountered technical delays, but is now progressing, and Ironpot Creek Bank Stabilisation was anticipated to start in September; however, it will now commence in November.

The Enviroplan funded upgrade of Paperbark Flats at White Rock is progressing with concept designs due this month and construction beginning in the new year. Other Enviroplan projects, including Flinders Goolman Conservation Estate track and signage works, Flinders

Plum entrance upgrade and Mt Blaine Causeway upgrade, are progressing with most having finalised design and procurement commenced. Minor delays to date due to resourcing; however, no final delivery issues are expected.

The Paynes Road Koala Reserve and Coopers Road footpath upgrade projects, funded under the Ti Tree Bioenergy program, are underway and on schedule. A feasibility study has been undertaken for the Willowbank fauna passage project, with planning now scheduled.

### **Resource Recovery**

| Month          | Actual Spend | Budgeted Spend |
|----------------|--------------|----------------|
| July 2025      | \$81,531     | \$190,000      |
| August 2025    | \$485,381    | \$521,000      |
| September 2025 | \$397,766    | \$440,000      |

Multiple projects contributed to an overall underspend in actual versus budget, including a slight delay in contractor progress and invoicing of the works.

An audit of domestic bins revealed a surplus of stock from Stage 1 of the garden organics (GO) service rollout. This surplus reduced the need for domestic bin purchases in the first quarter of FY 2025/26 and will therefore be utilised for both new house commencements and Stage 2 of the GO rollout in the first instance.

### **Sustainability**

| Month          | Actual Spend | Budgeted Spend |
|----------------|--------------|----------------|
| July 2025      | \$8,809      | \$33,000       |
| August 2025    | \$5,742      | \$0            |
| September 2025 | \$3,052      | \$0            |

The Robelle Domain and Yamanto Depot solar projects have been delayed due to redesign requirements. Both sites have some complexity in how the systems need to be connected, and a rescope of the electrical requirements for the sites is needed. This rescope is currently underway with the contractor to ensure these complexities are addressed.

### **Significant project updates**

A summary of projects that have progressed significantly or been completed during the quarter is included in Attachment A – Environment and Sustainability Capital Portfolio Updates FY2025-2026.

- Riverview Resource Recovery Centre Pit Walls and Ramp Rehabilitation
- Nicholas Street Library Solar Project
- Nicholas Street Green Energy Precinct (GEP) Feasibility Study

### **Current phase/ status of projects for FY 2025-2026**

The table below shows the status of projects scheduled for delivery in the 2025-2026 financial year:

#### **Total # of Project by Project Phase**

| PROJECT PHASE           | TOTAL PROJECTS |
|-------------------------|----------------|
| 1.0 Identification      | 14             |
| 1.2 On Hold             | 1              |
| 2.0 Concept             | 12             |
| 3.0 Planning and Design | 8              |
| 4.0 Execution           | 50             |
| 5.0 Closure             | 6              |
| <b>Total</b>            | <b>91</b>      |

### **Grant Funding**

| PROJECT NAME                                                    | GRANT FUNDING | GRANT AMOUNT       | FUNDING RECEIVED (TO DATE) | GRANT PROGRAM                                             |
|-----------------------------------------------------------------|---------------|--------------------|----------------------------|-----------------------------------------------------------|
| Bremer River at Bundamba 25                                     | YES           | \$266,250          | \$56,716.96                | Urban Rivers and Catchments Program                       |
| Bremer River BST 24                                             | YES           | \$243,750          | \$131,424.65               | Urban Rivers and Catchments Program                       |
| Brisbane River BST - Downstream of Colleges Crossing, Chuwar 25 | YES           | \$176,250          | \$0                        | Urban Rivers and Catchments Program                       |
| Bundamba Ck BST 24                                              | YES           | \$251,250          | \$251,250                  | Urban Rivers and Catchments Program                       |
| Ipswich Nature Centre Boardwalk UG 26                           | YES           | \$190,000          | \$190,000                  | Roads to Recovery 24-25                                   |
| Ironpot Ck Bank Stab Stg 3 23                                   | YES           | \$506,250          | \$394,449.92               | Urban Rivers and Catchments Program                       |
| Ironpot Ck Bank Stab Stg 3b 25                                  | YES           | \$502,500          | \$69,464.14                | Urban Rivers and Catchments Program                       |
| Nicholas St Library Solar 24                                    | YES           | \$280,000          | \$112,000                  | Local Roads and Community Infrastructure Phase 4 - Part A |
| Woogaroo Ck Bank Stab Stg 3b 25                                 | YES           | \$247,500          | \$236,509.9                | Urban Rivers and Catchments Program                       |
| Woogaroo Ck Bank Stab Stg 4 25                                  | YES           | \$225,000          | \$190,317.02               | Urban Rivers and Catchments Program                       |
| <b>Total</b>                                                    |               | <b>\$2,888,750</b> | <b>\$1,632,132.59</b>      |                                                           |

### **LEGAL IMPLICATIONS**

This report and its recommendations are consistent with the following legislative provisions:  
*Local Government Act 2009.*

### **POLICY IMPLICATIONS**

Nil

### **RISK MANAGEMENT IMPLICATIONS**

The Environment and Sustainability Department has a departmental risk register that includes the delivery of the capital program. The leadership team of the department continues to monitor our risk in relation to this and takes mitigation action where necessary.

### **FINANCIAL/RESOURCE IMPLICATIONS**

All projects included in the Environment and Sustainability capital program are currently funded. There are no financial/ resource implications.



## COMMUNITY AND OTHER CONSULTATION

The project officer, in conjunction with the stakeholder management team, engages extensively with the community impacted by our works to ensure they are informed in advance. We proactively manage any issues that arise throughout the project lifecycle.

## CONCLUSION

The Environment and Sustainability Department is committed to delivering high-quality environmental and sustainable projects for the community that will protect, enhance and restore the city's natural environment.

## HUMAN RIGHTS IMPLICATIONS

|                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HUMAN RIGHTS IMPACTS                                                                                                                                                                                            |
| <b>RECEIVE AND NOTE REPORT</b>                                                                                                                                                                                  |
| The Recommendation states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights. |

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

|    |                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Environment and Sustainability Capital Portfolio Updates FY2025-2026 <a href="#">↓</a>  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Louise Randall

**EXECUTIVE SUPPORT OFFICER**

I concur with the recommendations contained in this report.

Kaye Cavanagh

**GENERAL MANAGER (ENVIRONMENT AND SUSTAINABILITY)**

***"Together, we proudly enhance the quality of life for our community"***



IPSWICH CITY COUNCIL

## Environment & Sustainability | Capital Portfolio Update

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT</b>              | Riverview Resource Recovery Centre Pit Walls and Ramp Rehabilitation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Suburb/ Division</b>     | Riverview, Division 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project Start (date)</b> | 16 June 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Project End</b>          | 8 August 2025 (Practical Completion 11 August 2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Spend</b>                | \$998,947                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Project Stage</b>        | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Project Summary</b>      | <p>The Riverview RRC Transfer Station building was constructed in the late 1980s and has been in operation for around 35-40 years.</p> <p>Due to the harsh operating environment (abrasive nature of the transfer pit operations and the corrosive environment) major maintenance works are required periodically to keep the structure in serviceable condition and to prolong the life of the asset.</p> <p>An REPO structural engineer undertook a detailed structural inspection of pit in April 2024 and identified repairs to extend the life of the pit walls and ramp area of the transfer station by 20 years.</p> <p>Pit Walls rehabilitation involved installing a new sacrificial reinforced concrete wall inside the existing walls with mechanically anchored steel plate and grout (25MPa concrete) behind to restore cover over pit walls.</p> <p>Ramp rehabilitation involved rebuilding the concrete ramp with anchored and stiffened traction plate embedded into the new ramp via welded hot rolled traction plates.</p> <p>The remediation works were completed over eight weeks, finishing two weeks earlier than planned. Both sides of the transfer pit were re-opened to customers on 8 August.</p> <p>During the works, additional general waste drop off areas were activated.</p> <p>A customer concierge was deployed to screen loads and direct customer to appropriate drop off area. Traffic Controllers were deployed on site to help with guiding customers to the temporary on site drop off locations</p> <p>Challenges addressed:</p> <ul style="list-style-type: none"> <li>• Half pit operating =&gt; reduced storage capacity – increased frequency of removals was coordinated with the waste transfer and landfill contractor</li> <li>• Dedicated hook lift truck was deployed to transfer general waste to Swanbank landfill from the temporary general waste drop off area</li> </ul> |

Item 7 / Attachment 1.

|                  |                                                                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Communications with customers to advise of the works included a flyer handed to customers at the site entry, media release, Facebook posts and sign on the front fence. |
| Project progress | Completed                                                                                                                                                               |







IPSWICH CITY COUNCIL

## Environment & Sustainability | Capital Portfolio Update

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT</b>          | Ipswich Central Library Solar Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Suburb/ Division</b> | Ipswich   Division 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Grant Funded</b>     | Local Roads and Community Infrastructure Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Project Start</b>    | January 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Project End</b>      | August 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Spend to Date</b>    | \$209,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Project Stage</b>    | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Project Summary</b>  | <p>The project scope was to deliver a roof top solar system at the Ipswich Central Library to reduce Council's operating cost &amp; reduce emissions from electricity requirements.</p> <p>The installed 200kw system comprises of 400 solar panels and is expected to generate over 270 megawatts of energy per year. It will reduce council's carbon footprint by an estimated 230 tonnes of carbon dioxide annually and save an estimated \$29,000 on energy costs each year.</p> <p>As highlighted in the Sustainability Strategy 2021 – 2026, the targeted implementation of rooftop solar PV systems supports council's commitment to reducing our organisation carbon emissions by 50% by 2026.</p> <p>It is the largest rooftop solar project on one of our council buildings to date and forms part of the organisation's broader plan to roll out other systems to our most electricity-intensive facilities including the Yamanto Depot and Robelle Domain.</p> |
| <b>Project progress</b> | Completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



*Pictured: Installation has commenced.*



*Pictured: Completed installation.*



IPSWICH CITY COUNCIL

## Environment & Sustainability | Capital Portfolio Update

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT</b>          | Nicholas Street Green Energy Precinct (GEP) Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Suburb/ Division</b> | Ipswich   Division 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project Start</b>    | 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project End</b>      | October 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Spend to Date</b>    | \$ -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project Stage</b>    | Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Project Summary</b>  | <p>The Nicholas Street GEP feasibility study forms part of the Nicholas Street Green Precinct project. The study explores the technical, environmental &amp; financial aspects of installing PV systems, battery energy management systems (BESS), and EV charger stations in the Nicholas St Precinct.</p> <p>This is in addition to the 200kW solar and 70kW solar already installed at Nicholas Street library and the administration building.</p> <p>The study included:</p> <ul style="list-style-type: none"> <li>• Assessment of the site.</li> <li>• Evaluating maximum demand &amp; load profiles.</li> <li>• Review of existing electrical infrastructure and potential upgrade requirements.</li> <li>• Assessment of load profiles and user behaviour of EVs.</li> <li>• Potential solar energy production.</li> <li>• Requirements of BESS capacity.</li> <li>• Control system integration.</li> <li>• Review of financial costs and incentives.</li> </ul> |
| <b>Project Progress</b> | With the study now completed, the next steps include key stakeholder engagement on the study outcomes, identification of grant funding opportunities and planning for future project delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



*Pictured: Nicholas St Library 200kW system.*



*Pictured: Example solar layout on the Eats Building.*