



City of
Ipswich

**IPSWICH
CITY
COUNCIL**

AGENDA

of the

ENVIRONMENT COMMITTEE

**Held in the Council Chambers
2nd floor – Council Administration Building
45 Roderick Street
IPSWICH QLD 4305**

On Tuesday, 13 August 2019
At 11.30 am or within any period of time up to a maximum of 10 minutes after the
conclusion of the Communities Committee.

<u>MEMBERS OF THE ENVIRONMENT COMMITTEE</u>	
Interim Administrator Greg Chemello (Chairperson)	

ENVIRONMENT COMMITTEE AGENDA

*11.30 am or within any period of time up to a maximum of
10 minutes after the conclusion of the Communities Committee on*
Tuesday, 13 August 2019
Council Chambers

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** Item includes confidential papers

ENVIRONMENT COMMITTEE NO. 8

13 AUGUST 2019

AGENDA

1. **MEMBERSHIP OPTIONS FOR HEALTHY LAND AND WATER THE REGIONAL NATURAL RESOURCE MANAGEMENT BODY FOR SOUTH EAST QUEENSLAND**

This is a report concerning Ipswich City Council's membership for Healthy Land and Water over three years from 1 August 2019 to 30 June 2021. Council's previous 3 year membership agreement expired on 30 June 2019.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council (Interim Administrator of Ipswich City Council) enter into a three year membership funding agreement with Healthy Land and Water for the delivery of their Core Program and the Clean Up Program.
- B. That Council (Interim Administrator of Ipswich City Council) conduct an annual review of the value for money and applicability of the Core Program, and advise Healthy Land and Water of its continuation or not as per the funding agreement requirements.
- C. That Council (Interim Administrator of Ipswich City Council) not fund the Water by Design Core Plus program and continues to assess the needs of the organisation in the stormwater management space.
- D. That Council (Interim Administrator of Ipswich City Council) not fund the Healthy WaterPlay program.

2. **LAND FOR WILDLIFE SEQ STEERING COMMITTEE UPDATE**

At the Council meeting dated 25 June 2019, Council resolved to provide in-principle support to Sunshine Coast Council on the draft Terms of Reference document. These Terms of Reference have since been amended and finalised, and Sunshine Coast Council is now seeking Council's commitment for a funding contribution of \$10,264.05 to the regional coordination of the Land for Wildlife Program for the 2019–2020 financial year.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

That Council (Interim Administrator of Ipswich City Council) approve funding of \$10,264.05 towards the employment of a Regional Coordinator for Land for Wildlife South East Queensland from 1 July 2019 to 30 June 2020, under the finalised Terms of Reference with Sunshine Coast Regional Council.

3. TENDER CONSIDERATION PLAN PAINT PRODUCT STEWARDSHIP SCHEME

This is a report concerning the preparation and adoption of a tender consideration plan under section 230 of the *Local Government Regulation 2012* (Qld) to enable Council to enter into a new contract (that will replace and continue the existing large sized contractual arrangement) with Paintback Limited without complying with the requirements for written tenders under section 228 of the *Local Government Regulation 2012* (Qld). The adoption of the tender consideration continues the provision of services at no cost to Council under the National Paint Product Stewardship Scheme which has been granted approval by the Australian Competition and Consumer Commission (ACCC).

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council (Interim Administrator of Ipswich City Council) prepare a Quote or Tender Consideration Plan for the Disposal and Recycling of Architectural and Decorative Paint in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.
- B. That Council (Interim Administrator of Ipswich City Council) adopt the Quote or Tender Consideration Plan for the Disposal and Recycling of Architectural and Decorative Paint as outlined in the report by the Contracts Officer dated 27 June 2019 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- C. That Council (Interim Administrator of Ipswich City Council) enter into a contract with Paintback Limited for the Disposal and Recycling of Architectural and Decorative Paint on the terms described in the report by the Contracts Officer dated 27 June 2019.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Paintback Limited to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

4. IPSWICH ECO-HUNT

This is a report concerning the Ipswich Eco-Hunt that is to run from the 9 September to 7 October 2019. Eco-Hunt is an outdoor experience conducted through a free mobile application; with an aim of increasing the awareness and visitation of Ipswich's natural areas. Eco-Hunt is used to gather citizen science through a gaming platform.

It is proposed that Council engages the global social enterprise QuestaGame to deliver Eco-Hunt at White Rock Conservation Estate. To incentivise the community to participate in Eco-Hunt, it is also proposed that Council offers prizes that will in turn encourage the community to explore Ipswich's natural environment.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That the Ipswich Eco-Hunt event outlined in the report by the Environmental Education Program Officer dated 15 July 2019 be approved to proceed in 2019.
- B. That any prizes associated with the Ipswich Eco-Hunt event outlined in the report by the Environmental Education Program Officer dated 15 July 2019 be approved to proceed in 2019.

** Item includes confidential papers

and any other items as considered necessary.

Doc ID No: A5612723

ITEM: 1

SUBJECT: MEMBERSHIP OPTIONS FOR HEALTHY LAND AND WATER THE REGIONAL
NATURAL RESOURCE MANAGEMENT BODY FOR SOUTH EAST QUEENSLAND

AUTHOR: ACTING PRINCIPAL OFFICER (NATURAL RESOURCES)

DATE: 21 JUNE 2019

EXECUTIVE SUMMARY

This is a report concerning Ipswich City Council's membership for Healthy Land and Water over three years from 1 August 2019 to 30 June 2021. Council's previous 3 year membership agreement expired on 30 June 2019.

RECOMMENDATION/S

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council (Interim Administrator of Ipswich City Council) enter into a three year membership funding agreement with Healthy Land and Water for the delivery of their Core Program and the Clean Up Program.**
- B. That Council (Interim Administrator of Ipswich City Council) conduct an annual review of the value for money and applicability of the Core Program, and advise Healthy Land and Water of its continuation or not as per the funding agreement requirements.**
- C. That Council (Interim Administrator of Ipswich City Council) not fund the Water by Design Core Plus program and continues to assess the needs of the organisation in the stormwater management space.**
- D. That Council (Interim Administrator of Ipswich City Council) not fund the Healthy WaterPlay program.**

RELATED PARTIES

Healthy Land and Water/Water by Design
South East Queensland Council of Mayors
South East Queensland Catchments Members Association

ADVANCE IPSWICH THEME LINKAGE

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

Healthy Land and Water is an independent natural resource management body that is focussed on improving and protecting South East Queensland's environment, catchments and waterways. As a non-government and not for profit organisation they are financially supported through membership contributions, State and Commonwealth Government funding, and grants.

The remit of Healthy Land and Water currently includes:

- Provision of design and best practise stormwater and erosion and sediment control advice for urban stormwater management through the Water By Design Program
- Economic, Social and Ecological monitoring and modelling of catchment values
- Estuarine marine and freshwater environmental condition data collection, storage and provision
- A number of expert panels and the hosting of the South East Queensland Monitoring and Evaluation Steering Committee
- Production and publication of annual report cards and waterway health grades
- Provision of advice and guidance around recreational risk from water quality through the healthy waterway program

Some of these services are provided in the core program – which is covered by the three year membership funding agreement. Other services are provided on a fee-for-service basis, such as the Water by Design program.

Council's previous membership arrangements with Healthy Land and Water expired on 30 June 2019. This agreement covered the period from 2016 to 2019, at a total membership fee of \$224,000.

Due to funding reductions from State and Commonwealth Government, HLW have re-evaluated their funding model which will have an impact on the scope of activities covered under the core program. This is reflected in the funding arrangement. In addition to the core program, members have been requested to nominate which other programs they would like to 'opt in' to, such as the Healthy WaterPlay Program. A summary of core program inclusions and exclusions is contained in Attachment 1.

OPTIONS

A summary of the options and the costs are detailed below.

Option 1. Fund the Core Program only – as per the 3-year agreement (Attachment 2).

The core program includes the regional Ecosystems Health Monitoring Program, the annual report card, a base level of 'Water by Design', and Council's representation on steering groups and panels.

CONTRIBUTION SCHEDULE				
FINANCIAL YEAR	2019-2020	2020-2021	2021-2022	TOTAL
CORE FUNDING	\$77,200	\$78,700	\$80,420	\$236,320

Option 2. Fund the Core Program plus the Clean Up Program – as per the 3-year agreement (Attachment 2).

This includes 18 days of water-based clean up with crews within the navigable reaches of the Bremer and Brisbane Rivers within the Ipswich Local Government Area. Also included is annual reports detailing total (by weight and item) and type of litter collected each year. This option is only available in addition to the core membership.

CONTRIBUTION SCHEDULE				
FINANCIAL YEAR	2019-2020	2020-2021	2021-2022	TOTAL
CORE FUNDING	\$77,200	\$78,700	\$80,420	\$236,320
CLEAN UP PROGRAM	\$20,000	\$20,000	\$20,000	\$60,000
ANNUAL TOTALS	\$97,200	\$98,700	\$100,420	\$296,320

Option 3. Fund the Water by Design Program extras (Attachment 3).

This was previously included in the Core program, and covered the provision of additional workshops, seminars and assistance in planning and design (2 days) offered to council. This option is an additional \$10,000 per annum. Currently, these additional services are considered outside of Council's current budget allocation and requirements.

Option 4. Fund the Healthy WaterPlay Program

This was previously included in the Core program, and covered committee and working group meetings, and educational materials for waterborne microbial risk to recreational water users. This option is \$5,000 per annum, and currently considered outside of Council's current budget allocation and requirements.

FINANCIAL/RESOURCE IMPLICATIONS

The maximum membership cost for Council including all four options would be \$341,320 over 3 years. The Core Program funding including the Clean Up Program is \$296,320 over 3 years.

Membership in Healthy Land and Water is a value add proposition, due to the leveraging of funding from a number of other organisations, SEQ local authorities, and State and Commonwealth Government funding.

The minimal investment for Council would be to not invest in any membership options, however this would require the immediate investigation and engagement of alternative services at an unknown, and likely, higher cost.

As the value for money of this and/or possible alternatives have not been fully explored at this stage it would be pertinent to investigate this during the course of the next membership period in order to better inform Council's options at the next juncture.

Council's budget for the 2019-2020 Healthy Land and Water membership contribution is \$95,000. The proposed contribution for Option 2 is \$97,200. The additional \$2,200 will be sourced from savings within the integrated water budget.

RISK MANAGEMENT IMPLICATIONS

There is a reputational risk to council in not committing to membership of the Regional NRM body. Currently all other councils in South East Queensland are committed members.

There is risk currently that levels of service are further compromised by continued cuts to the organisation. Council has some surety through the membership agreement.

There is a risk to Council that through not funding the Healthy Land and Water membership and thus excluding Council from the monitoring and reporting tool that, in the absence of any approved alternative, no waterway health or water quality monitoring will occur this year. This will therefore mean that council will not be aware of how the waterway health compares to the Australian and New Zealand Guidelines for Fresh and Marine Water Quality (2018) and in turn determine compliance, or otherwise with the Queensland Environmental Protection Policy (Water).

LEGAL/POLICY BASIS

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

COMMUNITY AND OTHER CONSULTATION

Internal consultation with those staff identified as using or working with Healthy Land and Water took place in light of the service review and prior to that by Healthy Land and Water in the development of the options suite.

CONCLUSION




Healthy Land and Water are seeking Council's commitment for membership funding over the next three years for the period from 1 August 2019 to 30 June 2022. Council's previous three year agreement expired on 30 June 2019.

Healthy Land and Water have presented a membership agreement covering the core and Clean Up programs, to a value of \$296,320 over three years. Additional services are provided as optional extras, to a value of \$45,000 over the same period. These additional services were previously included in the core program, but have been excluded due to

Healthy Land and Water's financial constraints. Council has the choice of paying for a Core Membership as well as non-core options.

Given uncertainty about the value for money of the 'extra' options and weighing this up against reputational and professional risk, it is recommended that Council enters into a three year agreement for the Core and Clean-up programs only and to use this as a transition period to explore alternative options and the value for money benefits.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Healthy Land and Water Membership - Core Deliverables 2019- 2022 ↓ 
2.	HLW Network Member Agreement 2019-2022 ↓ 
3.	Water By Design - Program deliverables ↓ 

Phil Smith

ACTING PRINCIPAL OFFICER (NATURAL RESOURCES)

I concur with the recommendations contained in this report.

Kaye Cavanagh

SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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



ANNEXURE 1

Ipswich City Council Deliverables 2019-2022 Core Funding

Summary of inclusions and exclusions in Core Program 2019-2022

Program Deliverables	2019-2022
Water by Design	
Base program - Water by Design Steering Committee Meetings (4/year)	✓
Base program - Water by Design website	✓
Base program - Update of one Guideline per/year	✓
Non-Core (NC)	
Subscription program ¹ - Workshop delivery	NC
Subscription program ¹ - Seminars in partnership with CRC Water Sensitive Cities	NC
Subscription program ¹ - Living Waterways Project	NC
Subscription program ¹ - Development of additional guidelines (Water Wise Street Trees, Urban Stream Objectives)	NC
Subscription program ¹ - Alignment of WBD tools to SEQ NRM Plan and Shaping SEQ	NC
Subscription program ¹ - ARC Linkage Total Water Cycle Management Project	NC
Ecosystem Health Monitoring Program	
Science, education, workshops and capacity building	✓
Understanding barriers to implementing BMP / Resilient Rivers	✓
Economic evaluation of catchment (economic indicators)	NC
Social and community monitoring (social indicators)	✓
Annual delivery of the Report Card	✓
Freshwater Monitoring	✓
Estuarine and Marine Monitoring	✓
Event Monitoring and Validation of Pollutant Load models	✓
Monitoring of Key Habitats including Riparian, Seagrass, Muds, Reefs, Coastal Vegetation	✓
Monitoring of estuarine fish communities	✓
Toxicant monitoring	NC
Model development	✓
Annual trend analysis of data	✓
Data management and provision to members using multiple platforms	✓
Expert Panels/Science Advice and MESC	✓
Healthy Waterplay	
Base Program - Steering Committee meetings	✓
Base Program - Scientific Expert Panel meetings	✓
Base Program - Maintenance of program webpage on HLW website	✓
Subscription Program ¹ - Review and maintenance of Sanitary Inspection Tool	NC
Subscription Program ¹ - Sanitary Inspection Tool Training	NC
Subscription Program ¹ - Launch and maintain HWP real time Predictive Dashboard	NC
Subscription Program ¹ - Review and Update educational fact sheets	NC





¹ Water By Design and Healthy Waterplay will be removed from the core program and re-established as subscription projects following the advice of the Senior Executive Advisory Committee (SEAC). Organisations that have indicated their interest in these projects will be approached separately.

Deliverables of the Ecosystem Health Monitoring Program

- Monitoring of monthly water quality (physical, nutrients and phytoplankton parameters) in the Bremer Estuary (6 sites).
- Monitoring of freshwater biological health (fish communities, macroinvertebrate communities, physico-chemical, key aquatic processes) at 9 sites in the Bremer catchment area.
- HLW will maintain integrated catchment and receiving water quality models for the entire Bremer catchment as well as a fully integrated Moreton Bay model for use by Council, and its service providers. This provides Council with the tools to enable forecasts of water quality under different catchment management scenarios.
- Monitoring of the estuarine fish communities in estuaries and how they are affected by land use changes and habitat availability.
- Development and maintenance of a web portal and other online tools for easy access to all datasets including the annual modelled outputs from the freshwater catchments and estuaries of all catchments.
- Access to annual trend analysis of catchment and bay health that incorporates all monitoring data relevant to Ipswich City Council.
- Access to social data collected from residents in all catchment areas (for a total of approximately 128 responses annually within the Bremer catchment). Information includes the frequency and type of waterway-based recreation, the barriers that prevent waterways recreation, respondent's perception of the condition of their waterways, their satisfaction with the condition, useability and accessibility of their waterways, their thoughts on the key issues facing waterways and their willingness to improve condition of waterways.
- Identification of the highest risk water way reaches, and land uses in all catchment areas for sediment erosion (channel, hillslope and gully).
- Access to three Scientific Expert Panels (environmental modelling, social science, environmental monitoring) meeting up to 4 times per year made up of leading local and national scientists available to advise council's projects.
- Four meetings of the Monitoring and Evaluation Steering Committee (MESC) per year to provide input into the direction of EHMP and to access project information from other member organisations
- Annual Report Card release which include detailed briefings to Council officers, Council executives, elected representatives and local community groups.
- Support for media releases focussing on Council projects but leveraging off the Report Card release.

Deliverables of the Water by Design Program

- Base program - Water by Design Steering Committee Meetings (4/year) – At least 2 representatives from your organisation to provide input and advice on the Water by Design Regional strategy. Development and sharing of minutes, outcomes and follow up on actions
- Base Program - Maintenance of the central resource hub for urban water management in SEQ via the Water by Design website - including hosting Guidelines and Resources, promoting member News and Events (capacity building), updating and maintaining ESC section (including access and support for the iAuditor App) and promotion of member projects through a case study page
- Base Program - Scoping and expert/peer review of Guidelines (1/year) – Update at least one Guideline annually as advised by the Water by Design SC
- Subscription Program² - Deliver 4 x workshops annually across SEQ to build capacity, provide expertise and support to members to inform a delivery model for the implementation of a Co-Design and Placemaking into the Living Waterways framework.





- Subscription Program² – In partnership with the CRCWSC deliver 12 seminars and training annually that build capacity of practitioners and industry professionals to lead best practice in delivering urban water management outcomes. Report outcomes against the CRCWSC Capacity Building framework for SEQ to inform action towards urban development outcomes that support water sensitive cities
- Subscription Program² – Work with Councils, Utilities and local community for a minimum of 2 days each to implement a pilot Living Waterways project within each LGA. Two full days of planning and design support to develop project scope and budget, identify priority sites and score against the framework.
- Subscription Program² – Leverage from the Healthy Land and Water Social Science Expert Panel Meetings (2/year) to inform, scope and support the development of stewardship indicators to monitor and communicate the social benefits of a Living Waterways (co-design) approach. Partner with research institutes to support a PhD project. Develop a paper outlining the findings and integrate this new research into the Living Waterways framework.
- Subscription Program² – Together with the Steering Committee develop policy and planning Guidelines such as development of Water Wise Street Tree and Urban Stream Objectives Guidelines. Develop one Guideline annually.
- Subscription Program² – Align and consolidate existing tools such as the urban stewardship framework, ESC management review tool, and WSUD assessment tool so that these integrate with key resources and monitoring programs for our State and region such as the SEQ NRM plan and Shaping SEQ – By 2022 monitor and report against this integrated framework
- Subscription Program² – Advancing the Science of sustainable urban water management and promote Total Water Cycle Management (TWCm) - In partnership with our members develop an ARC Linkage scope for implementation of a new major monitoring program to inform the modelling of WSUD infrastructure that is regionally appropriate and informs regional TWCm planning/strategy. This major program will monitor the effectiveness of WSUD assets informing and promoting the uptake of design innovation.

Deliverables of the Healthy Waterplay Program

- Base program – Healthy Waterplay Steering Committee Meetings (4/year) – At least 2 representatives from your organisation to provide input and advice on the Healthy Waterplay Regional strategy. Development and sharing of minutes, outcomes and follow up on actions
- Base program – Human Health Science Expert Panel meeting (2/year)
- Base program – Scoping and expert review of priority projects for the HWP program
- Base program – Co-ordinate social media campaigns (1/year) for key event (floods and/or pre-swim season)
- Subscription program² - Review and update the Health Waterplay Sanitary Inspection Tool and Training Manual (2020)
- Subscription program² - 1 x One-day Workshop Sanitary Inspection Training (field and desktop based, approx. 20 participants)
- Subscription program² – Launch and maintain the Healthy Waterplay Predictive Dashboard (real-time health risk prediction tool for manager)
- Subscription program² – Re-launch and maintain the Healthy Waterplay Regional Website (rec site-specific information for the public)
- Subscription program² – Review and update educational fact sheets (x2)

² The subscription program for both Water by Design and Healthy Waterplay is only available to members who have expressed an interest outside of core funding





HLW Network Member Agreement

Agreement Schedule

PROGRAM	HLW NETWORK MEMBER PROGRAM				
HLW	HEALTHY LAND AND WATER LTD ACN 115 662 989 Level 19, 160 Ann Street BRISBANE QLD 4000				
NETWORK MEMBER	IPSWICH CITY COUNCIL ABN 61 461 981 077 PO BOX 91 IPSWICH QLD 4305				
COMMENCEMENT DATE	01 AUGUST 2019				
COMPLETION DATE	31 JULY 2022				
DELIVERABLES & KEY PERFORMANCE INDICATORS	The Deliverables and Key Performance Indicators are set out in Annexure 1 to this agreement. The Budget for the Program is set out in Annexure 2 to this agreement.				
PROGRAM CONTRIBUTION	The Network Member will pay the Contribution to HLW in the instalments and on the dates(s) set out in the table below:				
	CONTRIBUTION SCHEDULE				
	FINANCIAL YEAR	Current 3 Years	2019-2020	2020-2021	2021-2022
	CORE FUNDING	\$224,000	\$77,200	\$78,700	\$80,420
	Clean-Up	\$48,000	\$20,000	\$20,000	\$20,000
	TOTAL	\$272,000	\$97,200	\$98,700	\$100,420
	Additional (If Any) (PLEASE REFER ADDENDUM FOR OPTIONAL CORE PLUS)				
	INSTALMENT DESCRIPTION	AMOUNT (EXC GST)		PAYMENT DUE DATE	
		\$			
	2019/2020 Core Program Funding	\$97,200		31 July 2019	
	2020/2021 Core Program Funding	\$98,700		31 July 2020	
	2021/2022 Core Program Funding	\$100,420		31 July 2021	

1 | Network Member Agreement – Ipswich City Council

EXECUTED AS AN AGREEMENT

ACKNOWLEDGEMENT

The parties acknowledge and agree that they will contribute to the Program in accordance with this agreement.

Signing page

Signed for HEALTHY LAND & WATER LTD

by an authorised officer in the presence of

Signature of Chief Executive Officer

Signature of witness

Name of Chief Executive Officer (print)

Name of witness (print)

DATE

Signed for NETWORK MEMBER by an
authorised officer in the presence of

Signature of officer

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

DATE:

Background

- A HLW has expertise in delivery of the Program.
- B The Network Member wishes to engage HLW to deliver the Program under the terms of this agreement.
- C The parties wish to record the terms and conditions in this agreement, which consists of:
 - (a) Agreement Schedule;
 - (b) the Agreed Terms;
 - (c) Annexure 1 – Deliverables and Key Performance Indicators; and
 - (d) Annexure 2 – Budget.

Agreed terms

1 PROGRAM

- 1.1 In consideration of the payment of the Program Contribution to HLW by the Network Member under clause 3, HLW will deliver the Program in accordance with the Agreement Schedule and these Terms.

2 TERM AND TERMINATION

Term

- 2.1 This agreement commences on the Commencement Date and, continues until Completion Date unless terminated earlier in accordance with clause 2.2 or otherwise agreed by the Network Member and HLW.

Termination for Breach

- 2.2 A party may terminate this agreement by written notice to the other party if:
 - (a) the other party breaches a term or condition of this agreement and fails to remedy that breach within 7 days of receiving notice requiring it to do so; or
 - (b) an Insolvency Event occurs,
 then the party may terminate this agreement by written notice to the other party, in which case this agreement will terminate immediately.

After Termination or Expiry

- 2.3 Termination of this agreement for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the parties accrued at the time of termination.

- 2.4 Unless agreed otherwise, upon termination of this agreement the parties will continue to be bound by the obligations, given in clauses 5 (Confidentiality), 8.5 (Insurance), 9 (Disputes) and any other clauses which, by their nature, are intended to survive termination.

3 Payment and Program Contributions

- 3.1 The Network Member must pay to HLW the Program Contribution in accordance with the Contribution Schedule.
- 3.2 All invoices issued by HLW to the Network Member must be paid within 30 days of the invoice date.
- 3.3 Payments from the Network Member will be deemed received when the funds are credited to HLW's nominated bank account and must be payable by cheque or electronic funds transfer.

4 INTELLECTUAL PROPERTY

HLW Material Ownership

- 4.1 HLW Material remains the property of HLW and subject to clause 8.1 nothing in this agreement grants the Network Member any Intellectual Property Rights in the HLW Material or other Intellectual Property Rights of HLW.

Program Outcomes

- 4.2 The Program Outcomes will be owned, on their creation, as follows:
 - (a) the Reports and copyright in those Reports will be owned by HLW; and
 - (b) all title to and Intellectual Property Rights in the Deliverables will be owned by HLW.

License of Program Outcomes

- 4.3 HLW grants the Network Member a non-exclusive, royalty and licence free, non-transferable licence to exercise the Intellectual Property Rights in the Program Outcomes for any purpose, except commercial purposes.

5 CONFIDENTIAL INFORMATION

Obligations

- 5.1 Each party must:
 - (a) keep confidential, and not use or disclose, other than as permitted by this agreement,

³ Network Member Agreement – Ipswich City Council

Item 1 / Attachment 2.

	any Confidential Information of the other party; and	(b) is not and does not become, by virtue of this agreement, an employee, agent or partner of the other party.
	(b) ensure that the Confidential Information of the other party is used, copied, supplied or reproduced only as reasonably necessary for the purposes of this agreement.	7.2 In carrying out the Program, HLW must not:
	Security and Control	(a) incur any financial or other obligation on behalf of the Network Member; or
5.2	Each party must:	(b) make any representation on behalf of the Network Member,
	(a) keep the Confidential Information secure and comply with any security measures established by the other party, from time to time;	except with the prior written permission of the Network Member.
	(b) immediately notify the other party of any suspected or actual unauthorised use, copy or disclosure of the Confidential Information.	No use of the Marks
5.3	Each party must provide all reasonable assistance requested by the other party in relation to any proceedings the other party may take against any person for unauthorised use, copying or disclosure of the Confidential Information.	7.3 Each party must not use the trademarks or logos of the other party except as expressly provided in this agreement or with the other party's prior written consent.
6	PUBLICATION	8 LIMITATION OF LIABILITY AND INSURANCE
6.1	Subject to clauses 6.2, a Party may publish or disclose Program Outcomes.	Limitation of Liability
6.2	The Network Member acknowledges that, from time to time, all or part of the Program Outcomes may be subject to restrictions on publication or disclosure and agree to the following procedure:	8.1 The Liability of HLW to the Network Member arising out of the performance or non-performance of the Program whether under law of contract, tort or otherwise is limited to the cost of re-performing the Program which is the subject of the Program Contribution.
	(a) HLW will notify the Network Member of the restriction on publication or disclosure and the time period in which that restriction applies (restriction period);	8.2 The maximum liability of HLW to the Network Member out of the performance or non-performance of the Program, whether under the law of contract, tort or otherwise, will be to the value of the Program Contribution.
	(b) During the restriction period the Network Member must obtain HLW's consent prior to any publication or disclosure of the Program Outcomes, which will not be unreasonably withheld.	8.3 HLW is discharged from all liability in respect of the Program, whether under the law of contract, tort or otherwise, at the expiration of 2 years from the completion of the Program, and the Network Member (and persons claiming through or under the Network Member) is not entitled to commence any action or claim whatsoever against HLW (or any employee of the HLW) in respect of the Program after that date.
7	NO AGENCY AND NO USE OF MARKS	8.4 HLW does not give any warranty nor accept any liability in relation to the performance or non-performance of the Program except to the extent, if any, required by the law or specifically provided for in this agreement. If apart from this clause any warranty would be implied whether by law, custom, or otherwise, that warranty is to be the full extent permitted by law hereby excluded. Nothing in this clause will be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and services pursuant to this agreement of all or any of the
	No Agency	
7.1	Each party:	
	(a) must not represent itself or allow itself to be represented as an employee, agent or partner of the other party; and	

⁴ Network Member Agreement – Ipswich City Council

Item 1 / Attachment 2.

provisions of the *Competition and Consumer Act 2010* (Cth).

Insurance

- 8.5 HLW must maintain, at all times during the term of, and for 3 years following the expiry or termination of this agreement, the insurance policies:
- (a) professional indemnity insurance to the value of \$10 million dollars per claim and \$20 million in the aggregate;
 - (b) public liability insurance to the value of \$20 million per claim; and
 - (c) workers compensation insurance for an amount required by Queensland legislation.
- 8.6 HLW must, if requested by the Network Member, provide proof that it has obtained and maintains the insurances required by clause 8.5.

9 DISPUTES

- 9.1 If a dispute arises between the parties out of or relating to this agreement (**Dispute**), any party seeking to resolve the dispute must do so strictly in accordance with the provisions of this clause 9. Compliance with this clause 9 is a condition precedent to seeking relief in any court or tribunal in respect of the Dispute.
- 9.2 A party seeking to resolve the Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). On receipt of a Notification, the Parties must refer resolution of the Dispute to their respective chief executive officers or their nominees.
- 9.3 If the Dispute has not been resolved within 30 days of receipt of the Notification, then any party to the Dispute may refer the Dispute to mediation and must do so before initiating proceedings in a court to resolve the Dispute.
- 9.4 A Dispute which is referred to mediation will be referred to the Resolution Institute and be conducted in accordance with the Resolution Institute's mediation and conciliation rules.
- 9.5 If the Dispute has not been resolved within 60 days of referral to the Resolution Institute, a party is free to initiate proceedings in a court.

10 NOTICES

- 10.1 Notices between the parties are deemed to be given:

- (a) if delivered by hand – upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- (b) if delivered by post – 7 days after dispatch; and
- (c) if delivered by e-mail – upon receipt of an e-mail or other proof of completion of an e-mail in accordance with the *Electronic Transactions (Queensland) Act 2001*,

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm on a business day, Notice is taken to be received at 9.00am on the next business day.

11 FORCE MAJEURE

- 11.1 Neither party will be:
- (a) in breach of this agreement as a result of; or
 - (b) liable for,
- any failure or delay in the performance of its obligations under this agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event.

12 COSTS AND TAXES

Costs payable by each party

- 12.1 Each party bears its own costs in relation to the preparation and signing of this agreement.
- GST**
- 12.2 Any words capitalised in this clause 12 and not already defined in clause 15.1 have the meaning given to those words in the GST Act.
- 12.3 Except under this clause 12, the consideration for a supply made under or in connection with this agreement does not include GST.
- 12.4 If a supply made under or in connection with this agreement is a taxable supply, then at or before the time any part of the consideration for the supply is payable:
- (a) the recipient must pay the supplier an amount equal to the GST payable for the supply, in addition to, and in the same manner as the consideration otherwise payable under this agreement for that supply); and
 - (b) the supplier must give the recipient a tax invoice for the supply.
- 12.5 For clarity, the amount payable under clause 12.4 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST payable for the supply for which the supplier is liable, however caused.

Item 1 / Attachment 2.

- 12.6 Where a supply made under or in connection with this agreement is a progressive or periodic supply, clause 12.4 applies to each component of the progressive or periodic supply as if it were a separate supply.

13 AUTHORITY

- 13.1 The persons signing on behalf of the parties warrant and represent that they have authority to execute this agreement on behalf of the party for whom they have signed.

14 GENERAL

- 14.1 The laws of Queensland, Australia govern this agreement.
- 14.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 14.3 Where HLW may exercise any right or discretion or make any decision under this agreement, HLW may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably. This clause applies unless this agreement expressly requires otherwise.
- 14.4 The Network Member must not assign, in whole or in part, or novate the Network Member's rights and obligations under this agreement without the prior written consent of HLW (such consent not to be unreasonably withheld).
- 14.5 A clause or part of a clause of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining clauses or parts of the clause of this agreement continue in force.
- 14.6 This agreement supersedes all previous agreements about its subject matter. This agreement embodies the entire agreement between the parties.
- 14.7 To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this agreement.
- 14.8 Each party acknowledges and agrees that, except as specified in this agreement, it does not rely on any prior conduct or representation by the other party in entering into this agreement.
- 14.9 The failure of a party to require full or partial performance of a provision of this agreement does not affect the right of that party to require performance subsequently.

- 14.10 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

- 14.11 A right under this agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

- 14.12 Any variation or amendment to this agreement must be in writing and signed by the parties.

15 DEFINITIONS AND INTERPRETATIONS

Definitions

- 15.1 In this agreement: unless the context otherwise requires, the following definitions apply:

Budget means the budget for the Program which is set out in Annexure 2;

Commencement Date means the date specified in the Agreement Schedule;

Completion Date means the date for the completion of the Program set out in the Agreement Schedule;

Confidential Information of a party means the existence of and terms and conditions of this agreement and any information:

- (a) relating to the business and affairs of a party;
- (b) relating to a party's, clients, employees, sub-contractors or other persons doing business with a party;
- (c) which is by its nature confidential;
- (d) which is designated as confidential by a party; or
- (e) which the other party knows or ought to know, is confidential,

and all trade secrets, knowhow, financial information and other proprietary or commercially valuable information of a party; and includes HLW Material.

Deliverables means the deliverables of the Program set out in Annexure 1;

Intellectual Property includes all copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks (including service marks), registered designs, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and all other rights with respect to intellectual property as defined in Article of the Convention establishing the World Intellectual Property Organisation of July 1967;

Insolvency Event means any of the following events concerning a party, unless the events take place as part of a solvent reconstruction, amalgamation, merger or consolidation on terms approved by the other party before it takes place and the implementation of the reconstruction, amalgamation, merger or consolidation complies with the terms of the approval:

- (a) if an administrator, liquidator, receiver, receiver and manager or other controller (as defined in the Corporations Act) is appointed to, or over, any of the property or undertaking of the party;
- (b) if a controlling trustee is appointed to, or over, any of the property or undertaking of the party; or
- (a) the party is unable to pay its debts when they become due and payable;
- (b) if the party ceases to carry on business.

Key Performance Indicators are the targets used to manage and measure the Program Deliverables and specified in Annexure 1;

Parties mean the parties to this agreement and 'party' means any one of them.

Program means the Program to be carried out on in accordance with these Terms and the Agreement Schedule;

Program Contributions means the contributions described in the Agreement Schedule;

Program Outcomes means the outcomes of the Program;

Term means the term contemplated by clause 2.

Interpretation

15.2 In this agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;

- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (h) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed; and
- (i) a reference to a party includes its executors, administrators, successors and permitted assigns.

Annexure 1

Program Deliverables and Key Performance Indicators

Annexure 2

Program Budget

⁹ | Network Member Agreement – Ipswich City Council



Water by Design Program – Funding Model for South East Queensland 2019-2022

Water by Design	
Water by Design Base Program	Water by Design Steering Committee Meetings (4/year) – At least 2 representatives from your organisation to provide input and advice on the Water by Design Regional strategy. Development and sharing of minutes, outcomes and follow up on actions.
	Maintenance of the central resource hub for urban water management in SEQ via the Water by Design website - including hosting Guidelines and Resources, promoting member News and Events (capacity building), updating and maintaining ESC section (including access and support for the iAuditor App) and promotion of member projects through a case study page.
	Scoping and expert/peer review of Guidelines (1 /year) – Update at least one Guideline annually as advised by the Water by Design SC
TOTAL BASE PROGRAM FUNDED THROUGH HLW CORE FUNDING \$85,000	
Water by Design Core Plus Program	Deliver 4 x workshops annually across SEQ to build capacity, provide expertise and support to members to inform a delivery model for the implementation of a Co-Design and Placemaking into the Living Waterways framework.
	In partnership with the CRCWSC deliver 12 seminars and training annually that build capacity of practitioners and industry professionals to lead best practice in delivering urban water management outcomes. Report outcomes against the CRCWSC Capacity Building framework for SEQ to inform action towards urban development outcomes that support water sensitive cities.
	Work with Councils, Utilities and local community for a minimum of 2 days each to implement a pilot Living Waterways project within each LGA. Two full days of planning and design support to develop project scope and budget, identify priority sites and score against the framework.





Water by Design	
	Leverage from the Healthy Land and Water Social Science Expert Panel Meetings (2/year) to inform, scope and support the development of stewardship indicators to monitor and communicate the social benefits of a Living Waterways (co-design) approach. Partner with research institutes to support a PhD project. Develop a paper outlining the findings and integrate this new research into the Living Waterways framework.
	Together with the Steering Committee develop policy and planning Guidelines such as development of Water Wise Street Tree and Urban Stream Objectives Guidelines. Develop one Guideline annually.
	Align and consolidate existing tools such as the urban stewardship framework, ESC management review tool, and WSUD assessment tool so that these integrate with key resources and monitoring programs for our State and region such as the SEQ NRM plan and Shaping SEQ – By 2022 monitor and report against this integrated framework.
	Advancing the Science of sustainable urban water management and promote Total Water Cycle Management (TWCM) - In partnership with our members develop an ARC Linkage scope for implementation of a new major monitoring program to inform the modelling of WSUD infrastructure that is regionally appropriate and informs regional TWCM planning/strategy. This major program will monitor the effectiveness of WSUD assets informing and promoting the uptake of design innovation.
	TOTAL ANNUAL PROGRAM FUNDED THROUGH SUBSCRIPTION FUNDING \$185,000



Doc ID No: A5653346

ITEM: 2
SUBJECT: LAND FOR WILDLIFE SEQ STEERING COMMITTEE UPDATE
AUTHOR: PROGRAM OFFICER (NATURAL ENVIRONMENT)
DATE: 10 JULY 2019

EXECUTIVE SUMMARY

At the Council meeting dated 25 June 2019, Council resolved to provide in-principle support to Sunshine Coast Council on the draft Terms of Reference document. These Terms of Reference have since been amended and finalised, and Sunshine Coast Council is now seeking Council's commitment for a funding contribution of \$10,264.05 to the regional coordination of the Land for Wildlife Program for the 2019-2020 financial year.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolves:

That Council (Interim Administrator of Ipswich City Council) approve funding of \$10,264.05 towards the employment of a Regional Coordinator for Land for Wildlife South East Queensland from 1 July 2019 to 30 June 2020, under the finalised Terms of Reference with Sunshine Coast Regional Council.

RELATED PARTIES

The related parties are Sunshine Coast Council and other local government members of the regional Land for Wildlife Steering Committee.

ADVANCE IPSWICH THEME LINKAGE

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

As per the committee report dated 29 May 2019 (Attachment 1), the Interim Administrator resolved that Council would provide in-principle support to Sunshine Coast Council for the draft Terms of Reference document.

The South East Queensland Land for Wildlife Steering Committee has since reviewed the Terms of Reference document (Attachment 2) to contain the following changes:

Addition of Clause 4c:

Each Participating Council will be entitled to vote on Steering Committee matters if:

- They are listed as a Participating Council in clause 4(a).
- They have paid their Contribution to the Sponsoring Council as per clause 5(c).
- They do not hold a Conflicting Interest as per clause 7.9(b).
- They are not considered a defaulting Participating Council as per clause 8(a).

Movement of Clause 8c dot point 4 to Clause 4d, being:

Each Participating Council has a right to participate pursuant to the ToR, including that its Representative:

- Is entitled to be counted in establishing a quorum for a meeting.
- Is entitled to vote on any resolution.
- Is entitled to sign a circulating resolution.
- Is entitled to receive and participate in all communications.

Both of these changes outline when a Council is entitled to vote and when they are not.

As identified in section 5 of the Terms of Reference, each participating council is requested to pay their financial contribution to the Sponsoring Council (being: Sunshine Coast Council) by the 30 September 2019.

FINANCIAL/RESOURCE IMPLICATIONS

Council contribution for 2019-2020 is \$10,264.05. The 2019-2020 budget for regional Land for Wildlife is \$15,000 and will cover this contribution.

The proposed expenditure will benefit Council and the Land for Wildlife program in Ipswich as regional coordination of the program saves officer time, improves the quality of the program delivery and increases program efficiency.

Table 1. Costs per Council for the regional coordination and employment of a regional coordinator

SEQ Council	1 FTE for 12m (19/20 fy)	Operational Costs	Total Contribution for 19/20
Brisbane	\$ 18,668.96	\$ 10,560.00	\$ 29,228.96
Sunshine Coast	\$ 28,003.44	\$ 13,040.00	\$ 41,043.44
Gold Coast	\$ 11,668.10	\$ 5,980.00	\$ 17,648.10
Ipswich	\$ 5,834.05	\$ 4,430.00	\$ 10,264.05
Lockyer Valley	\$ 4,667.25	\$ 2,840.00	\$ 7,507.25
Logan	\$ 7,000.86	\$ 4,740.00	\$ 11,740.86
Moreton Bay	\$ 16,335.34	\$ 7,220.00	\$ 23,555.34
Noosa	\$ 8,167.67	\$ 3,770.00	\$ 11,937.67
Redland	\$ 4,667.24	\$ 4,120.00	\$ 8,787.24
Scenic Rim	\$ 8,167.67	\$ 3,770.00	\$ 11,937.67
Somerset	\$ 3,500.43	\$ 2,530.00	\$ 6,030.43
11 LG's	\$ 116,681.01	\$ 63,000.00	\$ 179,681.01

RISK MANAGEMENT IMPLICATIONS

Council's legal advice determined that the amended document is satisfactory from a legal perspective, and that there is low risk with the Terms of Reference document. Consequently, there is very low risk in the implementation of the recommendations within this report.

To meet the terms contained within the Terms of Reference, Council is required to pay a contribution of \$10,264.05 to Sunshine Coast Council by 30 September 2019.

LEGAL/POLICY BASIS

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





COMMUNITY AND OTHER CONSULTATION

Consultation has occurred with the regional Land for Wildlife Steering Committee Members, as well as internal consultation with relevant council officers and legal team.

CONCLUSION

The South East Queensland Land for Wildlife Steering Committee has amended and finalised the Terms of Reference for the coordination of the Land for Wildlife program, including the employment of a regional coordinator. Council previously resolved to provide in-principle support for the Terms of Reference at the Council meeting on 25 June 2019. This report presents the final Terms of Reference and a financial contribution commitment for Council of \$10,264.05 towards the regional Land for Wildlife program from 1 July 2019 - 30 June 2020.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Committee Report dated 29 May 2019  
2.	Land for Wildlife Amended Terms of Reference document  

Danielle Andlemac

PROGRAM OFFICER (NATURAL ENVIRONMENT)

I concur with the recommendations contained in this report.

Phil Smith

ACTING PRINCIPAL OFFICER (NATURAL RESOURCES)

I concur with the recommendations contained in this report.

Kaye Cavanagh

SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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

Item 2 / Attachment 1.

ENVIRONMENT COMMITTEE
MEETING AGENDA

18 JUNE
2019

Doc ID No: A5552391

ITEM: 2

SUBJECT: LAND FOR WILDLIFE SEQ UPDATE ON THE REGIONAL COORDINATION AND
DELIVERY OF THE PROGRAM

AUTHOR: PROGRAM OFFICER (NATURAL ENVIRONMENT)

DATE: 29 MAY 2019

EXECUTIVE SUMMARY

This is a report concerning the regional coordination and delivery of the South East Queensland Land for Wildlife program (LFWSEQ). The draft Terms of Reference document attached (Attachment 1) outlines the arrangements for the Participating Councils to deliver LFWSEQ during the Interim Period.

RECOMMENDATIONS

That the Interim Administrator of Ipswich City Council resolves:

That Council provide in-principle support to Sunshine Coast Council for the Terms of Reference document as detailed in Attachment 1.

RELATED PARTIES

The related parties are landholder partners of the Land for Wildlife program in South-East Queensland, and SEQ Councils.

ADVANCE IPSWICH THEME LINKAGE

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

The Land for Wildlife Scheme is a voluntary nature conservation initiative designed to recognise and assist private landowners in conservation and restoration of wildlife habitat. Ipswich City Council is a member of the Regional Steering Committee for the South East Queensland Land for Wildlife Program (LFWSEQ).

The regional coordination of the LFWSEQ was previously hosted by Healthy Land and Water. The Memorandum of Understanding between Ipswich City Council and Healthy Land and Water was terminated on 20 December 2018.

As per the committee report dated 23 October 2018 (Attachment 2), the Interim Administrator resolved that Council approve funding of \$7,347.03 for the recruitment of a

Regional Coordinator for Land for Wildlife South East Queensland from 1 January to 30 June 2019, under an agreement to be negotiated with Sunshine Coast Council and approved by Council at a future committee. These funds have since been distributed to Sunshine Coast Council, who commenced as the Sponsoring Council from the 1 January 2019.

A sponsoring Council will continue to host LFWSEQ during the interim period, until 30 June 2021, whilst new long-term arrangements for continuing to deliver LFWSEQ are investigated and implemented. The Sponsoring Council will host the regional coordinator during the transition period. The Sponsoring Council will also hold and expend contributions as approved by the LFWSEQ Steering Committee, and will act as a legal entity when required for any Joint Activity.

A Terms of Reference document (ToR) has since been drafted, which outlines the arrangements for the Participating Councils to deliver Land for Wildlife. The ToR is applicable during an Interim Period. The ToR is not legally binding, as it is a good faith arrangement between the Participating Councils. External legal consultants *Common Ground Commercial Advisory Services* were engaged to draft this document in conjunction with the LFWSEQ Transition sub-committee (TSC), which includes representatives from seven LGAs.

Each LGA has been asked to review and subsequently agree to the terms in writing to the transitional host Council; being, Sunshine Coast Council.

Council has subsequently conducted its own internal legal review of the draft ToR document, and concluded that the document is satisfactory from a legal perspective. There is low risk with the agreement as the purpose of a non-legally binding agreement is to state the parties' intention and is not enforceable in a court of law.

FINANCIAL/RESOURCE IMPLICATIONS

The recommendations contained within this report do not have financial/resource implications.

RISK MANAGEMENT IMPLICATIONS

As Council's legal advice determined that the document is satisfactory from a legal perspective, and that there is low risk with the agreement, there is very low risk in the implementation of the recommendations within this report.

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

COMMUNITY AND OTHER CONSULTATION

Consultation has occurred between the Program Officer (Natural Environment) and the other Steering Committee Members. Further consultation has occurred between the Program Officer (Natural Environment) the Principal Officer (Natural Resources), and Ipswich City Council's Solicitor.

ENVIRONMENT COMMITTEE
MEETING AGENDA

18 JUNE
2019

No external consultation has occurred beyond the LFWSEQ Steering Committee member organisations.

CONCLUSION

The regional coordination of the Land for Wildlife Program in South East Queensland (LFWSEQ) was previously delivered by Healthy Land and Water. Upon the termination of the Memorandum of Understanding between Healthy Land and Water and the Steering Committee members, Sunshine Coast Council will be the Sponsoring Council for LFWSEQ.

The sponsoring Council will host the regional coordinator, hold and expend contributions, and act as a legal entity for the LFWSEQ program from the commencement of the Interim Period from 1 January 2019 to 30 June 2021 (inclusive), whilst new long term arrangements for continuing to deliver LFWSEQ are investigated and implemented by the Steering Committee.

A draft Terms of Reference document attached (Attachment 1) outlines the arrangements for the Participating Councils to deliver LFWSEQ during the Interim Period. This report recommends that Ipswich City Council supports the terms contained within the Terms of Reference document, and communicates this support in writing to the transitional host Council; Sunshine Coast Council.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Land for Wildlife SEQ Interim Terms of Reference draft document
2.	Committee Report proposed funding for regional coordinator for SEQ for Wildlife Program 23 October 2018
2.1	Land for Wildlife Steering Committee Briefing Note

Danielle Andlemac
PROGRAM OFFICER (NATURAL ENVIRONMENT)

I concur with the recommendations contained in this report.

Kaye Cavanagh
PRINCIPAL OFFICER (NATURAL RESOURCES)

I concur with the recommendations contained in this report.

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

I concur with the recommendations contained in this report.

Charlie Dill
GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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

LfWSEQ Interim Terms of Reference (ToR) – Final (25 June 2019)

1. **Background & Purpose of ToR**
 - (a) The Land for Wildlife Scheme is a voluntary nature conservation initiative designed to recognise and assist private landowners in conservation and restoration of wildlife habitat. It began in Victoria in 1981 and has since been adopted by most Australian states and territories.
 - (b) Since 1998, the Land for Wildlife Scheme has been delivered by councils in South East Queensland pursuant to the National Arrangement (and predecessor agreements) as the Land for Wildlife South East Queensland program or LfWSEQ.
 - (c) The ToR outlines the arrangements for the Participating Councils to deliver LfWSEQ.
 - (d) The ToR is applicable during an Interim Period from 1 January 2019 to 30 June 2020 (inclusive), whilst new long term arrangements for continuing to deliver LfWSEQ are investigated and implemented.
2. **Legal status**
 - (a) The ToR is to be interpreted consistently with the National Arrangement.
 - (b) The ToR is not legally binding. It is a good faith arrangement between the Participating Councils.
 - (c) The ToR does not constitute the Participating Councils or Representatives as partners, joint venturers, fiduciaries or agents of each other.
3. **Objectives**

The Objectives of the Participating Councils which guide the LfWSEQ Steering Committee are to work together and cooperate to:

 - Deliver LfWSEQ.
 - Comply with the National Arrangement.
 - Implement and comply with the ToR and Guidelines.
 - Foster cooperation throughout South East Queensland in delivery of LfWSEQ.
 - Establish and maintain high levels of quality for LfWSEQ products and services.
 - Undertake the Joint Activities.
 - Investigate and implement long term arrangements for continuing to deliver LfWSEQ.
4. **Participating Councils**
 - (a) At the commencement of the Interim Period, the Participating Councils are: Sunshine Coast Council; Brisbane City Council; City of Gold Coast; Logan City Council; Moreton Bay Regional Council; Ipswich City Council; Lockyer Valley Regional Council; Somerset Regional Council; Scenic Rim Regional Council; Redland City Council; and Noosa Council.
 - (b) Each Participating Council must use reasonable endeavours to:
 - Comply with the LfWSEQ Steering Committee's obligations pursuant to the National Arrangement, including using the national Land for Wildlife logo, sign, design, trademark and copyrights in compliance with the National Arrangement.
 - Implement and comply with the ToR and Guidelines.
 - Contribute to the implementation of the Objectives.
 - Participate in the LfWSEQ Steering Committee and Subcommittee meetings and activities.
 - Encourage sharing of skills, knowledge, experience and information across the Participating Councils and with the LfWSEQ Regional Coordinator at all organisational levels.
 - Not commercialise or participate in any commercialisation of LfWSEQ without the prior approval of the LfWSEQ Steering Committee.
 - Deliver LfWSEQ in its local government area, including undertaking the Activities.
 - (c) Each Participating Council will be entitled to vote on Steering Committee matters if:
 - They are listed as a Participating Council in clause 4(a).
 - They have paid their Contribution to the Sponsoring Council as per clause 5(c).
 - They do not hold a Conflicting Interest as per clause 7.9(b).
 - They are not considered a defaulting Participating Council as per clause 8(a).
 - (d) Each Participating Council has a right to participate pursuant to the ToR, including that its Representative:
 - Is entitled to be counted in establishing a quorum for a meeting.
 - Is entitled to vote on any resolution.
 - Is entitled to sign a circulating resolution.

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- Is entitled to receive and participate in all communications.

5.
LfwSEQ Budget
& Contributions

- (a) Prior to the commencement of each financial year, the LfwSEQ Steering Committee will prepare and approve (by a unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote) a LfwSEQ Budget for delivering the Joint Activities and otherwise implementing the Objectives in the financial year.
- (b) Based on the LfwSEQ Budget, the LfwSEQ Steering Committee will calculate and approve (by a unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote) the Contribution of each Participating Council for the financial year.
- (c) Each Participating Council must pay its Contribution to the Sponsoring Council for each financial year in full by no later than 30 September in the relevant financial year.
- (d) Contributions not expended in a financial year will be carried over as a credit to the LfwSEQ Budget for the next financial year, not repaid or credited to any Participating Council.

6.
Sponsoring
Council

- (a) At the commencement of the Interim Period, the Sponsoring Council is Sunshine Coast Council.
- (b) The Sponsoring Council will:
 - Hold the Contributions.
 - Expend the Contributions only as approved by the LfwSEQ Steering Committee in the LfwSEQ Budget or otherwise.
 - Act as legal entity when required for any Joint Activity.
 - When acting as legal entity:
 - Do so in its own name and not as agent for the other Participating Councils. That is, the Sponsoring Council will have all the rights and obligations connected with any arrangement that it enters into as a legal entity. Its recourse to, or any other involvement with, the other Participating Councils will be limited to reimbursement from Contributions as approved by the LfwSEQ Steering Committee.
 - Ensure any arrangements that it enters into as the Sponsoring Council furthers the LfwSEQ Budgeted, or otherwise LfwSEQ Steering Committee approved, purpose.
 - Be subject to the supervision and direction of the LfwSEQ Steering Committee on matters relating to its role as Sponsoring Council. However, the Sponsoring Council need not follow any direction that it considers might be detrimental to its reputation or expose it to new or increased liability.
- (c) The Sponsoring Council can resign or be removed (in line with Clause 8a) by the LfwSEQ Steering Committee (by a unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote). To enable the resignation or removal, the LfwSEQ Steering Committee will nominate a replacement legal entity (by a unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote) and the Sponsoring Council will transition its outstanding arrangements to the nominee.

7.
LfwSEQ
Steering
Committee

The LfwSEQ Steering Committee is continued pursuant to the ToR.

7.1
Role and
responsibilities

The LfwSEQ Steering Committee's roles and responsibilities include to:

- Supervise, and make all decisions concerning, all subject matter of the ToR.
- Be the primary body through which the Participating Councils cooperate and work together to implement the Objectives and share skills, knowledge, experience and information across the Participating Councils and with the LfwSEQ Regional Coordinator.
- Monitor, evaluate and improve the implementation of the Objectives on a continuing basis.
- Approve all Joint Activities.
- Approve the long term arrangements for continuing to deliver LfwSEQ.
- Approve and prioritise the work plan of the LfwSEQ Regional Coordinator.

7.2
Representatives
and Proxies

- (a) Each Participating Council and the LfwSEQ Regional Coordinator must nominate and maintain one individual Representative to the LfwSEQ Steering Committee.
- (b) All Representatives will be provided with fair and equal opportunity and reasonable timeframes

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to participate in the LfWSEQ Steering Committee.

- (c) A Representative can appoint another individual as the Representative's Proxy to the LfWSEQ Steering Committee. A Proxy appointment can be for any period or periods or can be a standing appointment.
- (d) A Proxy has the same right as its appointing Representative to exercise the Representative's rights and powers as a Representative to the LfWSEQ Steering Committee, including to attend, count in quorum, speak at, vote at, and otherwise in connection with, LfWSEQ Steering Committee meetings and to sign circulating resolutions. However, a Proxy cannot appoint a further proxy.
- (e) A Proxy can only exercise their appointing Representative's rights and powers whilst their appointing Representative is not exercising those rights and powers and during the period or periods (if any) specified in the Proxy's appointment.
- (f) A Representative can appoint multiple Proxies for the same or different periods or as a standing appointment. However, only one Proxy can exercise the appointing Representative's rights and powers at any time. The Proxy entitled to exercise the rights and powers will be determined as follows:
 - To the extent that multiple Proxies are appointed in one document, in descending order of how the Proxies are named in the document.
 - To the extent the multiple Proxies are appointed in multiple documents, from the most recent to the oldest validity date of the documents as Proxy appointments.
- (g) Each Proxy is subject to the same limitations as their appointing Representative. Each Participating Council is responsible for its Representative's Proxies as if the Proxy was its Representative.
- (h) A Proxy appointment is valid if:
 - It states the names of the Representative and Proxy or Proxies.
 - It states the appointment of the Proxy or Proxies including for what period or periods the Proxy or each Proxy is appointed or that the appointment is a standing appointment.
 - It is signed by the Representative.
- (i) A Proxy appointment is valid from the date that it is given to the LfWSEQ Steering Committee Secretary (or if there is no such Secretary currently acting, all other Representatives).
- (j) Except as outlined above, the LfWSEQ Steering Committee is not required to acknowledge or give effect to any purported instruction to, or limit on, a Proxy.

7.3
Chairs

- (a) The LfWSEQ Steering Committee will have two Chairs and two Deputy Chairs.
- (b) The Chairs and Deputy Chairs will be appointed by the LfWSEQ Steering Committee. Each must be a Representative.
- (c) Each meeting will be chaired by one person only, determined as follows:
 - Except as otherwise agreed between the Chairs, Chairs will be scheduled to chair alternate meetings.
 - If the Chair scheduled to chair a meeting is absent from the meeting or refuses or is unable to act as chair of the meeting, the other Chair will chair the meeting.
 - If both Chairs are absent from a meeting or refuse or are unable to act as chair of the meeting:
 - If both Deputy Chairs are at the meeting and willing and able to act as chair of the meeting, except as otherwise agreed between the Deputy Chairs, the Deputy Chair to chair the meeting will be determined by drawing lots.
 - If either Deputy Chair is absent from the meeting or refuses or is unable to act as chair of the meeting, the other Deputy Chair will chair the meeting.
 - If both Deputy Chairs are absent from a meeting or refuse or are unable to act as chair of the meeting, the LfWSEQ Steering Committee can appoint an acting chair for the meeting from the Representatives at the meeting.
- (d) The chair of a meeting does not have a casting vote, except where expressly provided in the ToR.

7.4
Secretary

- (a) The LfWSEQ Steering Committee will have a Secretary.
- (b) At the commencement of the Interim Period, the LfWSEQ Regional Coordinator is Secretary.

Item 2 / Attachment 2.

- (c) The LfWSEQ Steering Committee can replace the Secretary.
- (d) If the Secretary is absent or unable or unwilling to act, the LfWSEQ Steering Committee can appoint an acting Secretary.

7.5
Quorum

- (a) The LfWSEQ Steering Committee cannot conduct business or consider a decision at a meeting without a quorum.
- (b) A quorum for a meeting will exist when there is a Representative of more than half of the Participating Councils entitled to be counted in quorum for the meeting present at the meeting.
- (c) If a quorum is not present at the meeting within 30 minutes of the start time of a meeting, the meeting will be adjourned.

7.6
Decision making

- (a) The LfWSEQ Steering Committee will use reasonable endeavours to reach decisions by consensus. However, any Representative can require a decision to be put to a formal vote.
- (b) All votes will be by open ballot, unless any Representative requires a secret ballot.
- (c) The one Representative appointed by each Participating Council will have one vote.
- (d) All resolutions will be by simple majority of votes by Representatives of Participating Councils present at the meeting and entitled to vote on the resolution, unless otherwise specified in the ToR.
- (e) On resolutions by simple majority, the chair of the meeting (if entitled to vote on the resolution as a Representative) will have a casting vote.
- (f) A unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote on the resolution is required:
 - To vary or depart from the ToR.
 - To approve any commercialisation of LfWSEQ.
 - To approve any expenditure in excess of available Contributions.
 - To approve long term arrangements for continuing to deliver LfWSEQ.
 - To make any statement or incur any liability (other than for expenditure of moneys in accordance with an approved LfWSEQ budget) that might legally bind, adversely impact the reputation of, or otherwise expose LfWSEQ, any Participating Council, the LfWSEQ Regional Coordinator, the LfWSEQ Steering Committee, any Subcommittee or any Representative.
 - As otherwise specified in the ToR.

7.7
Meetings

- (a) The LfWSEQ Steering Committee must meet at least once every 2 months.
- (b) The Secretary will (or at any time there is no Secretary any Representative can) call meetings in accordance with the following procedures:
 - Meeting locations will rotate through the local government areas of the Participating Councils.
 - The Participating Council for the local government area will nominate the time and venue for, and host, its meeting.
 - The Secretary (or Representative as applicable) will circulate a meeting notice at least 30 days prior to the meeting, and will circulate an agenda for each meeting to all Representatives not less than 5 Business Days before the meeting.
 - The Secretary (or Representative as applicable) will seek input from all Representatives in preparing the agenda and include any agenda item requested by any Representative.
- (c) The LfWSEQ Steering Committee or any Representative can invite to any meeting any individual who is:
 - An officer, employee, contractor or agent of a Participating Council.
 - An officer or employee of a contractor or agent of a Participating Council.
 - Any other person provided that written notice of the person's name and reason for invitation is given to the Secretary and other Representatives either via the agenda or not later than 2 Business Days after the agenda is given to all Representatives.
- (d) Any invitee participates in discussion at a meeting at the discretion of the LfWSEQ Steering Committee.
- (e) The Secretary will (or at any time there is no Secretary any Representative can) prepare minutes of all meetings in accordance with the following procedures:

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- The Secretary (or Representative as applicable) will circulate draft minutes of each meeting to all Representatives no later than 10 Business Days after the meeting.
- Representatives can provide corrections or additions to the Secretary (or Representative as applicable). The Secretary (or Representative as applicable) will incorporate the corrections and additions and recirculate final minutes.

7.8
Circulating
resolutions

- (a) The LfWSEQ Steering Committee can pass a resolution without a meeting being held if all Representatives appointed by the Participating Councils and entitled to vote on the resolution sign a document stating that they are in favour of the resolution as set out in the document.
- (b) Separate copies of a document can be used for signing by Representatives if the wording of the resolution and statement is identical in each copy. A Representative can provide a copy of their signed document by email or other electronic means.
- (c) The resolution is passed when the last Representative signs.

7.9
Conflicts

- (a) Each Participating Council will use reasonable endeavours to procure that its Representative will act consistently with the ToR and in furtherance of the Objectives when participating in the LfWSEQ Steering Committee.
- (b) This clause applies if a Participating Council or its Representative has an interest in the mode or outcome of, or may benefit from, exercising any voting or other discretionary right or power under the ToR other than or in addition to its interest in, and benefit from, implementing the ToR and furthering the Objectives. Any such interest or benefit is a Conflicting Interest. The Participating Council or its Representative having a Conflicting Interest is the Conflicted Council or Conflicted Representative. The following procedures apply to manage any Conflicting Interest or a perceived conflicting interest:
 - The Conflicted Representative must disclose the perceived conflicting interest or Conflicting Interest to the Conflicted Representative's appointing Participating Council as soon as it becomes aware of the Conflicting Interest.
 - The Conflicted Council or its Conflicted Representative must give written notice detailing the perceived conflicting interest or Conflicting Interest to each other Participating Council as soon as it becomes aware of the Conflicting Interest. The notice can be given by the Conflicted Council's Representative to each other Representative and copied to the Secretary.
 - The Conflicted Representative:
 - Is not entitled to be counted in establishing a quorum for a meeting at which any resolution concerning the Conflicting Interest is to be voted on.
 - Is not entitled to vote on any resolution concerning the Conflicting Interest.
 - Is not entitled to sign a circulating resolution concerning the Conflicting Interest.
 - Is not to be present when the LfWSEQ Steering Committee considers the Conflicting Interest.
 - Is not entitled to take part in a decision of the LfWSEQ Steering Committee regarding the Conflicting Interest.
 - Is not to be present when the LfWSEQ Steering Committee is considering whether to give a business direction to the Conflicting Interest.
 - Is not to take part in making the decision about giving the direction to the Conflicting Interest.
 - Conflicting Interests and associated actions are to be recorded.
 - The LfWSEQ Steering Committee will ensure that any desirable additional procedures are put in place to ensure confidentiality and probity is maintained in respect of the perceived conflicting interest or Conflicting Interest. The additional procedures can include excluding the Conflicted Council and its Representative from communications concerning the Conflicting Interest.
- (c) This clause constitutes notice that the Sponsoring Council has a Conflicting Interest in relation to:
 - Any variation to the ToR concerning the terms on which it acts as Sponsoring Council.
 - Any removal of it as Sponsoring Council.

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- Any consideration by the LfWSEQ Steering Committee of its performance of its role as Sponsoring Council.

The above outlined procedures for managing a Conflicting Interest apply accordingly.

- (d) The Participating Councils acknowledge and agree that:
- LfWSEQ is only one of many activities undertaken by each Participating Council. Except as expressly provided in the ToR, nothing in the ToR restricts a Participating Council from undertaking any of its other activities or doing so in any manner and without any obligation of disclosure to the other Participating Councils concerning the other activities.
 - Except as expressly provided in the ToR, each Participating Council and its Representative can act in the Participating Council's discretion and interests when exercising any voting or other discretionary rights and powers under the ToR or otherwise in connection with LfWSEQ.

7.10
Subcommittees

- (a) The LfWSEQ Steering Committee can establish one or more Subcommittees.
- (b) Subcommittees are advisory only. They do not have delegated decision-making authority from the LfWSEQ Steering Committee.
- (c) Subcommittee Representatives can include:
- Representatives, including the LfWSEQ Regional Coordinator.
 - Any individual officers, employees, contractors or agents of a Participating Council.
 - Any individual officers or employees of a contractor or agent of a Participating Council.
- A Subcommittee need not include an individual representing each Participating Council and can include multiple individuals from any Participating Council.
- (d) In establishing a Subcommittee, the LfWSEQ Steering Committee must determine its name, purpose and Subcommittee Representatives and can determine any other requirements, such as activities, priorities, timeframes and governance.
- (e) A Subcommittee can determine its own activities, priorities, timeframes and governance to the extent not determined by the LfWSEQ Steering Committee.
- (f) The Steering Committee can remove or add any Subcommittee Representative at any time.
- (g) The LfWSEQ Steering Committee can abolish a Subcommittee at any time.
- (h) At the commencement of the Interim Period, the only Subcommittee is the Transition Subcommittee.

8.
Default &
Dispute

- (a) If a Participating Council:
- breaches any obligation pursuant to the ToR which cannot be remedied; or
 - breaches any obligation pursuant to the ToR which can be remedied and the breach is not remedied within 30 days of receipt by the Participating Council of a written notice from the LfWSEQ Steering Committee specifying the breach and action required to remedy,
- the LfWSEQ Steering Committee can (by unanimous resolution of all Representatives appointed by the Participating Councils and entitled to vote) exclude the defaulting Participating Council from any further participation pursuant to the ToR.
- (b) If a defaulting Participating Council is excluded from further participation, any Contributions it has paid will not be refunded.
- (c) Until a defaulting Participating Council is excluded:
- It will be treated as having a Conflicting Interest concerning its breach, its exclusion and other consequences of its breach.
 - It will be treated as having a Conflicting Interest concerning any breach by any other defaulting Participating Council and exclusion or other consequences of breach by the other defaulting Participating Council.
 - The procedures outlined in the ToR for managing a Conflicting Interest apply accordingly.
- (d) If the LfWSEQ Steering Committee becomes deadlocked on any decision, the decision will be referred to appropriate senior managers of the Participating Councils for resolution.
- (e) If any dispute arises between Participating Councils concerning the ToR, the dispute will be referred to appropriate senior managers of the relevant Participating Councils for resolution.
- (f) An appropriate senior manager of a Participating Council is:
- Senior to its Representative.

- Familiar with LfWSEQ, but not involved in LfWSEQ day-to-day.

9.
Expiry & Early
termination

- (a) The ToR expires at 5pm on the last day of the Interim Period, unless the LfWSEQ Steering Committee resolves to continue it for a further period.
- (b) The ToR will automatically terminate on its replacement with a new document or new documents establishing long term arrangements for continuing to deliver LfWSEQ.

10.
Confidentiality

- (a) Each Participating Council acknowledges the utmost importance of protecting the privacy of LfWSEQ members, including complying with the Privacy Act 1988 (Cth) and Information Privacy Act 2009 (Qld) (collectively referred to as Privacy Legislation).
- (b) A Participating Council must not use a member's information except for LfWSEQ purposes pursuant to the ToR or with the prior written consent of the member.
- (c) Each Participating Council will establish, maintain and comply with procedures for collecting, managing and using member information which comply with Privacy Legislation. The Sponsoring Council will ensure that the LfWSEQ Regional Coordinator's engagement requires the LfWSEQ Regional Coordinator to comply with the Participating Councils' procedures.
- (d) A Participating Council must not make public any information from which a member might be identified, including property data or maps, without the prior written consent of the member. The Sponsoring Council will ensure that the LfWSEQ Regional Coordinator's engagement prohibits the LfWSEQ Regional Coordinator making such information public without such consent.

11.
Definitions

- (a) Expressions defined or explained anywhere in this ToR have the same meaning throughout.
- (b) The definitions below apply throughout the ToR.

11.1
Activities

- (a) Activities are undertaken by a Participating Council to deliver LfWSEQ in its local government area and do not include Joint Activities.
- (b) The minimum Activities that a Participating Council must undertake are to:
 - Respond to enquires concerning LfWSEQ.
 - Register member properties in LfWSEQ.
 - Respond to member communications.
 - Distribute the LfWSEQ Newsletter to members at least quarterly.
 - Maintain and manage its local government area data in the LfWSEQ database, including to:
 - Pay database subscription fees.
 - Establish and maintain its LfWSEQ officer(s) database accounts.
 - Provide access to its data to the LfWSEQ Regional Coordinator.
 - Add a minimum of landholder and property data including: landholder name and contact details (postal address, phone and email (if supplied)); property address; property Lot and Plans; date of LfW registration; hectares of retained habitat and habitat under restoration (whichever is applicable).
 - Update database information to keep landholder contact information current and property LfW status (registered, working toward registration or deregistered) current.
- (c) Other activities that a Participating Council can undertake using LfWSEQ branding (whether alone or in conjunction with complementary programs) include:
 - Offering member incentives and grants.
 - Events such as workshops and field days.
 - Paper and digital publications.

11.2
Business Day

A day on which banks are open for business, other than a Saturday, Sunday or public holiday, in Brisbane.

11.3
Guidelines

The set of documents entitled *Land for Wildlife Queensland Guidelines* including:

- Gu01 – *Background to the Land for Wildlife Program*.
- Gu02 – *Office Procedures*.
- Gu03 – *Property Assessment*.

- Gu04 – *Regional Property Register*.
- Gu05 – *Notes*.
- Gu06 – *Training of Land for Wildlife Assessors*.
- Gu07 – *Community Owned Land*.
- Gu08 – *Groups*.
- Gu09 – *Financial Assistance and Incentives*.
- Gu10 – *Commercial Use of Land for Wildlife Logo*.

11.4
Joint Activities

Joint Activities include:

- Maintaining and managing the LfWSEQ Database, including determining database structure and functionality.
- Engaging and determining the work plan of the LfWSEQ Regional Coordinator.
- Maintaining the LfWSEQ Website and social media.
- Events such as workshops and field days.
- Paper and digital publications such as the LfWSEQ Newsletter and Notes.
- Annual reporting.
- Strategic planning.

11.5
National
Arrangement

The *Agreement to Coordinate the Land for Wildlife Scheme* between the State of Victoria and the LfWSEQ Steering Committee dated 29 November 2018.

Doc ID No: A5624689

ITEM: 3

SUBJECT: TENDER CONSIDERATION PLAN PAINT PRODUCT STEWARDSHIP SCHEME

AUTHOR: CONTRACTS OFFICER

DATE: 27 JUNE 2019

EXECUTIVE SUMMARY

This is a report concerning the preparation and adoption of a tender consideration plan under section 230 of the *Local Government Regulation 2012* (Qld) to enable Council to enter into a new contract (that will replace and continue the existing large sized contractual arrangement) with Paintback Limited without complying with the requirements for written tenders under section 228 of the *Local Government Regulation 2012* (Qld). The adoption of the tender consideration continues the provision of services at no cost to Council under the National Paint Product Stewardship Scheme which has been granted approval by the Australian Competition and Consumer Commission (ACCC).

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council (Interim Administrator of Ipswich City Council) prepare a Quote or Tender Consideration Plan for the Disposal and Recycling of Architectural and Decorative Paint in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.**
- B. That Council (Interim Administrator of Ipswich City Council) adopt the Quote or Tender Consideration Plan for the Disposal and Recycling of Architectural and Decorative Paint as outlined in the report by the Contracts Officer dated 27 June 2019 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.**
- C. That Council (Interim Administrator of Ipswich City Council) enter into a contract with Paintback Limited for the Disposal and Recycling of Architectural and Decorative Paint on the terms described in the report by the Contracts Officer dated 27 June 2019.**
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Paintback Limited to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

RELATED PARTIES

The Australian Paint Manufacturers' Federation (APMF) was granted authorisation (by the ACCC) on behalf of itself (Paintback Limited) and certain paint manufacturers/importers (together, the Applicants) to impose a levy of up to 15 cents per litre on the supply of certain architectural and decorative paint and woodcare products (the Scheme). The levy is part of a National Paint Product Stewardship Scheme which provides a nationally co-ordinated approach for the collection, recycling and environmentally friendly management of liquid architectural and decorative paints (A&D).

Paintback Limited's founding members are Dulux, Haymes, PPG, Resene and The Sherwin-Williams Company. Paintback Limited is the only provider of this free service under the National Paint Product Steward Ship Scheme.

ADVANCE IPSWICH THEME LINKAGE

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

The ACCC noted in its determination in granting Paintback Limited authorisation of the Scheme that the "ACCC considers that the introduction of the Scheme as funded through the levy is thereby likely to produce environmental benefits by increasing the collection of waste A&D paint in Australia and reducing its improper disposal. There are also likely to be cost efficiencies from decreasing the cost of disposal of waste A&D paint in Australia."

Prior to the scheme and the current site services agreement with Paintback Limited, the disposal of A&D paint from Council's transfer stations was at a cost of approximately \$252,000 per annum. The current site services agreement is at no cost to Council. One of the aims of the scheme established under the ACCC determination (A91504) is to contract with state, territory and local governments and waste service providers for the removal, safe and proper disposal and recycling of A&D paint at no cost to these government bodies.

The existing contract, 16-17-055, had an initial term of two (2) years with the option for one (1) extension of one (1) year. This extension, the only extension, has been exercised and the contract expires 31 August 2019. Council requires a new arrangement for the proper disposal and recycling of A&D paint.

FINANCIAL/RESOURCE IMPLICATIONS

By preparing and adopting the Tender Consideration Plan and entering into a new contractual arrangement with Paintback Limited, there will be no financial or resource implications. There are no proposed changes to the current contractual or operational arrangements that are already in place.

RISK MANAGEMENT IMPLICATIONS

There are no risks associated with adopting the tender consideration plan.

If the tender consideration plan is not adopted, the alternative, or any alternative, is most likely to be at an additional cost to Council in excess of approximately \$252,000 (2015-2016) per annum for the service.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Local Government Regulation 2012

COMMUNITY AND OTHER CONSULTATION

There has been no direct community consultation however Paintback Limited promote the scheme nationally in various forms of media with locations of collection sites participating in the scheme.

There has additionally been internal consultation with Ipswich Waste Services Personnel regarding the performance of the current contractual arrangement / site services agreement. Ipswich Waste Services have advised (March 2019) that the current contract, 16-17-055, is operationally performing well overall and meeting Council's A&D paint disposal requirements.





CONCLUSION

The proposed contract duration will run parallel with the ACCC determination permitting the National Paint Product Stewardship Scheme. Therefore the contract expiry, under the new contract, will be 31 August 2021. ACCC determination number A91504 is attached: refer to Attachment 1.

By adopting the Tender Consideration Plan and entering into a new contractual arrangement with Paintback Limited for the removal, safe and proper disposal and recycling of A&D paint from Council's Riverview Transfer Station, at no cost to Council. Alternative options will have financial implication for Council.

By preparing and adopting the Tender Consideration Plan Council will meet its regulatory obligations under s 230 of the *Local Government Regulation 2012* (Qld) in entering into a new contract with Paintback Limited.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	ACCC Determination A91504 Paintback  
2.	Tender Consideration Plan Paintback  

Mark Benson

CONTRACTS OFFICER

I concur with the recommendations contained in this report.

Stephen Bailey

PRINCIPAL OFFICER (PROCUREMENT AND CONTRACT OPERATIONS)

I concur with the recommendations contained in this report.

Kaye Cavanagh

SPORT RECREATION AND NATURAL RESOURCES MANAGER

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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



Australian
Competition &
Consumer
Commission

Determination

Application for authorisation A91504

lodged by

The Australian Paint Manufacturers'
Federation on behalf of itself, Paint
Stewardship Limited and certain paint
manufacturers and importers

in respect of

a National Paint Product Stewardship
Scheme which introduces a 15 cents per
litre levy on Architectural and Decorative
Paint

Date: 29 October 2015

Authorisation number: A91504

Commissioners:
Rickard
Cifuentes
Court
Featherston

Summary

The ACCC has decided to grant authorisation to enable paint manufacturers and importers to agree to impose a 15 cents per litre (plus GST) levy on Architectural and Decorative (A&D) paint. The levy is part of a National Paint Product Stewardship Scheme overseen by the Australian Paint Manufacturers' Federation to increase the proper collection and disposal of unused A&D paints.

The ACCC grants authorisation until 1 June 2021.

The Australian Paint Manufacturers' Federation (APMF) seeks authorisation on behalf of itself, Paint Stewardship Limited and certain paint manufacturers/importers (together, **the Applicants**) to impose a levy of up to 15 cents per litre (plus GST) on the supply of certain architectural and decorative paint and woodcare products (together, **A&D paints**). The levy is part of a National Paint Product Stewardship Scheme (**the Scheme**), which will provide a nationally co-ordinated approach to the collection and proper disposal of A&D paints.

The Federation was previously granted authorisation to conduct a trial Paint Product Stewardship Scheme in Victoria. The authorisation covered the imposition of a national levy on A&D paints. However, due to difficulties in applying a national levy to support a regional trial, the levy was never imposed. The Federation did participate in a waste A&D paint disposal trial in Victoria in 2013. The current application draws upon the experience gained from that trial.

Participating paint manufacturers and importers will include the levy in the wholesale price of A&D paint they supply. This supply occurs on a wholesale basis to retailers (who re-supply to domestic and trade customers) and, through manufacturer-owned trade centres, on a retail basis directly to trade customers. The Applicants expect that the cost of the levy will be passed on by retailers to domestic and trade consumers.

The funds collected by the levy will be received by Paint Stewardship Limited to fund the Scheme. One of the main components of the Scheme will be to contract with state, territory and local governments and waste service providers for the collection and safe disposal of waste A&D paint.

By ensuring that most consumers pay closer attention to the full cost of the affected products to society, the levy should result in a more efficient allocation of resources throughout the economy, with the funds collected through the levy allocated to the safe disposal of A&D paints. A&D paints contain a number of environmentally harmful substances and can pose an environmental hazard if disposed of improperly. The ACCC considers that the introduction of the Scheme as funded through the levy is thereby likely to produce environmental benefits by increasing the collection of waste A&D paint in Australia and reducing its improper disposal. There are also likely to be cost efficiencies from decreasing the cost of disposal of waste A&D paint in Australia.

The ACCC considers that the Scheme is unlikely to produce significant public detriment. The imposition of a uniform levy on the wholesale supply of A&D paint is unlikely to significantly impact competition at either the wholesale or retail levels of the supply chain. The ACCC notes that the size of the levy is small relative to the cost of A&D paints.

The ACCC considers that the likely significant public benefits of the Scheme outweigh the likely public detriments and has decided to grant authorisation until 1 June 2021.

The application for authorisation

1. On 29 June 2015, the Australian Paint Manufacturers' Federation (**APMF**), on behalf of itself, Paint Stewardship Limited (**PSL**) and certain paint manufacturers/importers¹ (together, the **Applicants**) lodged an application for authorisation² (A91504) with the ACCC. The Applicants sought authorisation until 1 June 2021 to agree to introduce a 15 cents per litre (plus GST) levy on Architectural and Decorative paint (**A&D Paint**) sales. The levy is part of a National Paint Product Stewardship Scheme (**the Scheme**).

Background

2. Product stewardship involves the acknowledgement that all those involved in the production, retailing, use and disposal of products have a shared responsibility to manage the environmental impacts of those products.
3. Federal, state and territory governments have been working with the A&D paint industry to establish product stewardship arrangements for a number of years. In April 2013 waste A&D paint was placed on the 2013/2014 Council of Australian Governments work plan for environmental project priorities.
4. The APMF was granted authorisation in 2011 to impose a levy on wholesale sales of A&D paint. The funds which would have been raised by that levy would have funded a 12 month waste paint collection scheme trial in Victoria. However, due to difficulties in imposing a national levy to fund a regional trial the levy was never collected. The APMF did participate in a waste paint collection trial in Victoria in 2013. The APMF's current application for authorisation has been informed by its experience in this trial, including valuable data gained on waste paint collection volumes and practical steps to improving waste paint collection.
5. The Applicants submit that significant volumes of waste A&D paint are currently stored or disposed of improperly, including that:³
 - on average, 7.2 per cent (by weight) of A&D paint sold in Australia becomes waste
 - around half of waste A&D paint is disposed of improperly by being turned into landfill.
6. The primary consumers of paint in Australia can be divided between trade and domestic consumers. Trade painters provide commercial painting services, whereas domestic consumers use paint as a part of ordinary household activities, such as renovations. The disposal options for each of these consumer groups are different. There are currently, to varying degrees, state, territory and local government funded programs which can collect domestic waste A&D paint. Most of these programs do not accept trade waste A&D paint. The Applicants submit that where trade waste A&D paint is accepted under these schemes, a fee is usually charged which creates

¹ Listed in paragraph 9 of this Determination

² Authorisation is a transparent process where the ACCC may grant protection from legal action for conduct that might otherwise breach the Competition and Consumer Act 2010 (the CCA). Applicants seek authorisation where they wish to engage in conduct which is at risk of breaching the CCA but nonetheless consider there is an offsetting public benefit from the conduct. Detailed information about the authorisation process is available in the ACCC's Authorisation Guidelines at www.accc.gov.au/publications/authorisation-guidelines-2013

³ See Applicants' submission page 3

a disincentive for trade users, resulting in significant, unsafe, stockpiles of trade waste A&D paint with intermittent disposals to landfill. The Applicants say that as around half of waste paint in Australia is disposed of improperly, there is good reason to believe there is a need for more extensive and more widely used disposal options for waste paint.

The Scheme

7. The Applicants will introduce the Scheme, which is intended to reduce the environmental harms created by the improper storage and disposal of A&D paints from both trade and domestic users. The Scheme will be created by way of a Waste Paint Collection and Treatment Scheme Agreement (**the Waste Paint Agreement**) which sets out the rights and responsibilities of Scheme participants.
8. The Scheme's elements will be comprised of:
 - creating a special purpose corporate entity, PSL, to carry out activities under the Scheme
 - PSL contracting with state, territory and local governments and waste service providers for the collection and safe disposal of waste A&D paint (**the waste paint collection program**), including using and expanding existing disposal facilities
 - charging the levy on all sales of A&D paint by scheme members to any consumer, whether trade or retail, and remitting the levy to PSL
 - undertaking education, awareness and information activities to promote the waste collection operations
 - monitoring, auditing and reporting on the development of the Scheme
 - administering a program of research into new end-of-life uses for waste A&D paint and collection processes, including establishing an independent Research Advisory Committee to advise PSL's board on priority areas, undertake robust assessments of any proposals and provide expert advice.

Scheme membership

9. Any paint manufacturer or importer can be a member of the Scheme by signing the Waste Paint Agreement. The following APMF members will be signatories to the Waste Paint Agreement at its launch:
 - DuluxGroup (Australia) Pty Ltd
 - Valspar Paint (Australia) Pty Ltd
 - PPG Industries Australia Pty Ltd
 - Henry Haymes Pty Ltd
 - Resene Paints (Australia) Ltd.
10. These initial participants account for approximately 90 per cent (by volume) of all A&D paint supplied in Australia.
11. It is not necessary for a paint manufacturer or importer to be a member of APMF to sign the Waste Paint Agreement and participate in the Scheme.

12. The Waste Paint Agreement establishes a number of obligations on Scheme members, including:

- imposing and collecting the levy
- remitting the levy to PSL in set periods
- confidentially providing detailed information to PSL about sales, including the net volume of A&D paint sold, the amount of levy contributed and the total GST applicable to the levy remittance
- paying interest on any levy remittance not paid within the required period
- identifying on customer invoices those products that incur the levy and the total amount of levy payable. This obligation will not apply if a Scheme member's IT and invoicing systems are not sophisticated enough to undertake this process, however a Scheme member will only be exempted from this obligation after applying to PSL.

The Levy – the proposed conduct

13. As noted above, the levy, the proposed conduct under the application, will be charged at a rate of up to 15 cents per litre of paint sold (plus GST) by Scheme members and remitted to PSL. The levy will fund the activities of PSL in carrying out the waste paint collection program. In the event of the closure of the Scheme and the winding up of PSL, no property, including excess levy collected will be returned to the members of PSL. Instead the Waste Paint Agreement requires the funds to be spent on projects similar to the waste paint collection program.

The waste collection program

14. PSL will administer the waste paint collection program. It will contract with state, territory and local governments and relevant waste service providers for the collection of waste A&D paint. The waste paint collection program will be rolled out by region.

15. The Applicants expect the waste paint collection program to commence in May 2016 and be implemented in three stages:

- Stage one, which will occur in the Scheme's first 12 months, will involve rolling out new arrangements in capital cities, through a combination of existing permanent sites and mobile collection services. This will include PSL commencing to fund the collection and disposal of waste A&D paint that is currently funded by state, territory and local government.
- Stage two, occurring in years two and three, will extend the waste paint collection program to key regional cities and rural locations, with the aim of having 75 per cent of Australia's population within either 20 km of a metro collection site or 40 km of a regional site.
- Stage three, occurring in years four and five, will further extend the scheme with the aim of having 85 per cent of Australia's population within either 20 km of a metro collection site or 40 km of a regional site.

16. The Scheme will cover the products listed in the table below, subject to the exclusions listed.

A&D Paint product covered by Scheme	Product not covered by Scheme
<ul style="list-style-type: none"> • Interior and exterior architectural paint • Deck coatings and floor paints • Primers, undercoats and sealers • Stains and shellacs • Varnishes and urethanes (single component) • Wood coatings 	<ul style="list-style-type: none"> • Industrial maintenance coatings • Original equipment manufacturer (eg car manufacturing) and industrial surface coating (shop application) paints and finishes • Aerosol paints • Automotive paints • Anti-fouling coatings • Melamine, metal and rest preventative • Caulking compounds, epoxies, glues or adhesives • Colorants and tints • Resins • Paint thinners, mineral spirits or solvents • Paint additives • Roof patch or repair • Tar-based or bitumen-based solvents • 2-component coatings • Traffic paints • Texture coatings • Bagged renders • Isocyanates • Metal Coatings • Paint Washings

17. Over the period of the authorisation, the Applicants estimate that the following tonnages of waste A&D paint are likely to be collected:⁴

Estimated Tonnages			
Period	Retail	Trade	Total
End Year 1 (June 2017)	4,209	2,736	6,945
End Year 2 (June 2018)	6,013	3,608	9,621
End Year 3 (June 2019)	6,405	3,202	9,607
End Year 4 (June 2020)	6,822	2,729	9,550
End Year 5 (June 2021)	7,265	2,180	9,445

18. These estimates are based on confidential modelling prepared by the Applicants. These estimates indicate that, based on the Nolan Consulting report prepared by the applicants, over 75 per cent of total waste paint generated each year is expected to be collected by Year 5 of the Scheme.
19. The collection program will involve both trade and retail paint users delivering waste A&D paint and waste A&D paint containers to fixed and mobile collection centres. Waste paint will then either be repurposed or recycled where possible. Where this is not possible it will be safely disposed of in landfill after being subject to specialist treatment to remove the dangers of hazardous chemicals.

Consultation

20. The ACCC tests the claims made by an applicant in support of its application for authorisation through an open and transparent public consultation process.
21. The ACCC invited submissions from a range of potentially interested parties including major competitors, suppliers, customers, relevant industry associations or peak bodies, consumer groups, state, territory and federal government and relevant regulatory bodies.⁵ All of the submissions received were supportive of the application.
22. After issuing a draft determination as required by section 90(1) of the Competition and Consumer Act 2010 (Cth) (the CCA), the ACCC invited submissions on the draft determination. The ACCC did not receive any responses. Under the CCA, applicants and interested parties may also ask the ACCC to hold a conference to allow oral submissions on the draft determination. No conference was requested.

⁴ Applicants' submission, page 7, Table 3.

⁵ A list of the parties consulted and the public submissions received is available from the ACCC's public register www.accc.gov.au/authorisationsregister.

ACCC assessment

23. The ACCC's assessment of the proposed conduct is carried out in accordance with the relevant net public benefit tests⁶ contained in the CCA. In broad terms, the ACCC may grant authorisation if it is satisfied that the likely benefit to the public from the proposed conduct would outweigh the likely detriment to the public, including from any lessening of competition.

Relevant areas of competition

24. The ACCC notes that the conduct involves the imposition of a levy by participating paint manufacturers and importers on the wholesale supply of A&D paint, as well as on the retail supply of A&D paint through manufacturer-owned trade centres. It is expected that the full cost of the levy will be passed on to end consumers. Therefore the ACCC considers that the areas of competition which are most relevant to the application are the wholesale and retail supply of A&D paint in Australia.

Future with and without

25. To assist in its assessment of the proposed conduct against the authorisation tests, the ACCC compares the benefits and detriments likely to arise in the future with the conduct for which authorisation is sought against those in the future without the conduct the subject of the authorisation.
26. The ACCC considers it unlikely that individual paint manufacturers or importers will unilaterally impose a levy to fund the disposal of waste A&D paint and paint containers, as they may lose customers to a competitor who does not impose a levy. Further, if manufacturers unilaterally implement waste paint collection schemes, such schemes may be limited to the products of that manufacturer, as it is unlikely that an individual manufacturer would bear the cost of disposing of waste paint and waste paint containers produced by their competitors.
27. Therefore the ACCC considers that without the conduct there will be no nationally co-ordinated waste A&D paint disposal or stewardship scheme and the need for expanded waste paint disposal services will continue.

Public benefit

28. The CCA does not define what constitutes a public benefit and the ACCC adopts a broad approach. This is consistent with the Tribunal which has stated that the term should be given its widest possible meaning, and includes:

...anything of value to the community generally, any contribution to the aims pursued by society including as one of its principal elements ... the achievement of the economic goals of efficiency and progress.⁷

29. Having regard to the submissions of the Applicants and interested parties, the ACCC's assessment of the likely public benefits from the proposed conduct is as follows.

⁶ Subsections 90(5A), 90(5B), 90(6) and 90(7).

⁷ *Queensland Co-operative Milling Association Ltd* (1976) ATPR 40-012 at 17,242; cited with approval in *Re 7-Eleven Stores* (1994) ATPR 41-357 at 42,677.

Pricing to reflect the externalities in paint supply

30. The Applicants submit that a market failure exists in the market for A&D paint because, absent the levy, the price of paint fails to take into account the full social cost associated with the improper disposal of paint products.
31. In general, competition can be relied on to deliver the most efficient market outcomes. However, in circumstances where there is market failure (for example, from information asymmetries or externalities) the competitive outcome of the market is not the most efficient.
32. In relation to A&D paint, the ACCC notes that externalities exist in wholesale and retail supply of A&D paint in Australia. In particular, the ACCC considers that the following issues are relevant:
- the benefits from the proper disposal of waste A&D paint, as well as the costs of improper disposal, accrue primarily to external parties; that is, the public at large through the protection of health and safety as well as the environment, rather than to paint manufacturers or users
 - neither the operation of a competitive market, nor any legislative obligation imposed on paint manufacturers or users currently provide sufficient incentives to ensure the proper disposal of waste A&D paint.
33. Hence, an efficient method for the disposal of waste paint requires collective agreement by paint manufacturers, rather than action by individuals, to fund a waste paint collection scheme. This is because unilateral imposition of a levy would likely put that party at a competitive disadvantage.
34. The ACCC considers that introducing the levy is likely to lead to greater allocative efficiency as consumers will pay closer to the full social cost of A&D paint and hence more resources will be allocated to its safe disposal. An increase in the price of paint to internalise the social cost of improper disposal may also slightly reduce the amount of paint used (and hence produced); however, given the size of the levy, this is unlikely to be significant.

Environmental benefits

35. As noted above, the Applicants submit that half of both consumer and trade waste A&D paint is currently disposed of in landfill, rather than through a proper hazardous chemical disposal service, or is stockpiled. Both of these situations can be hazardous. Waste A&D paint can contain dangerous chemicals, such as hexamethylene diisocyanate which can be harmful to the environment and to health, for example by exacerbating respiratory conditions.
36. Absent an industry stewardship arrangement there is potential for significant volumes of waste A&D paint in Australia to continue to be improperly disposed of with the resulting damage to the environment from seepage into soil and water systems of heavy metals, dyes, acids, alkalis and other contaminants.
37. The Applicant advises that approximately 152.7 million litres of water and solvent based A&D paint is sold each year in Australia.⁸ The Applicants submit that significant volumes are improperly disposed of through general waste that ends up in landfill, or is stockpiled.

⁸ Applicants' submission, Attachment 1, page ii

38. The Applicants submit that the Scheme will produce environmental benefits through:

- increasing the volume of A&D paint that is properly recycled or disposed of and reducing the volume of paint and paint containers sent to general landfill
- educating and encouraging retail and trade paint users to return waste A&D paint for collection and proper disposal
- funding new investments in research to identify more efficient and effective methods for safely disposing of waste A&D paint and containers.

39. The Applicants predict that over the course of the Scheme there will be 45 168 tonnes of paint collected and safely disposed of or reused.

40. The benefits of the Scheme are likely more pronounced for trade painters. At present there is no consistent national scheme for the collection or treatment of trade waste paint. At present, unused paint is either stockpiled at businesses' premises, left for storage by the householder, disposed of through a commercial waste provider at a cost to the painter, or disposed of improperly. The Applicants claim that few trade contractors have a disposal practice and, of those who do, it largely consists of stockpiling waste paint with intermittent disposals to landfill.

41. The ACCC considers that the provision of conveniently located collection facilities for trade waste paint and free disposal at those facilities, will make it easier and cheaper for trade painters to dispose of waste paint and containers properly. This should increase the amount of A&D paint that is properly disposed of which should in turn result in benefits to the environment. The ACCC notes the support of the Master Painters Association of Australia, a representative body for the trade of painters, for the Scheme as a method for increasing the collection of waste A&D paint.

42. The ACCC considers that, for the environmental benefits to be realised it is essential to increase awareness among consumers of the environmental harm caused by improper disposal of waste A&D paint and of the availability of facilities to properly dispose of waste paint under the Scheme. The ACCC notes that PSL will promote the existence of the Scheme for trade paints, which is likely to educate and encourage trade painters to return waste A&D paint for proper disposal, free of charge. The Applicants have provided detailed plans on the type of promotional activities that PSL will undertake (using in excess of 15 per cent of PSL's budget), including through: establishing a strong brand; trade and mainstream media advertising; and point of sale materials. The ACCC considers that these activities will likely increase participation in the Scheme which should make it more likely that the environmental benefits will be realised.

Cost efficiencies

43. The Applicants claim that the Scheme will, by increasing scale and allowing for economies of scale, improve the efficiency of the management and collection of post-consumer A&D paint, which is currently operated by state, territory and local governments. In particular, the Applicants argue that substantial public benefits can be generated if the current taxpayer funded programs are supported and expanded under the Scheme, as funded through the levy.

44. The ACCC considers there are likely to be improved cost efficiencies from the Scheme for the management and collection of post-consumer A&D paint relative to

the current arrangements. This is particularly likely considering the promotional activities that PSL will undertake, as set out above. Increasing both the volume of paint collected and treated through the acceptance of trade waste paint as well as expanding paint collection facilities, is likely to provide economies of scale and thereby reduce the per-unit cost of treating and disposing of waste A&D paint.

45. The ACCC notes that as the Scheme is likely to result in an increase in the total volume of waste A&D paint collected, it may make available more efficient methods of recycling, which are uneconomical with smaller volumes of waste paint. This may also lead to the greater availability of cheaper recycled paint products.

ACCC conclusion on public benefits

46. The ACCC considers that the introduction of the Scheme is likely to result in public benefits in the form of greater allocative efficiency as consumers will pay closer to the full social cost of A&D paint and hence more resources will be allocated to its safe disposal. The provision of conveniently located collection facilities and free disposal at those facilities should also increase the amount of waste A&D paint that is properly disposed of, with resulting environmental benefits in the form of reduced landfill disposal or stockpiling of waste A&D paint. In addition, there are likely to be cost efficiencies from decreasing the marginal cost of disposal of waste A&D paint through cooperative arrangements.

Public detriment

47. The CCA does not define what constitutes a public detriment and the ACCC considers its meaning as essentially the opposite of public benefit. In this regard the Tribunal has defined it as:

...any impairment to the community generally, any harm or damage to the aims pursued by the society including as one of its principle elements the achievement of the goal of economic efficiency.⁹

48. Having regard to the submissions of Applicants, interested parties and information available to the ACCC, the ACCC has considered the claimed public detriments below of the proposed conduct.

Effect on competition

49. In general terms, an agreement among competitors in relation to price is likely to lessen competition relative to a situation where each business individually makes its own pricing decisions.
50. The ACCC considers that paint manufacturers do not have an incentive to act unilaterally to fund the collection of waste paint. Therefore, to achieve the public benefits identified above manufacturers need to reach an agreement to collectively fund programs like the Scheme.
51. The ACCC does not consider that agreement to impose the levy increases the likelihood of co-ordination among wholesalers or retailers on price and other areas in which they currently compete. In particular, the levy will be set by Paint Stewardship Limited so as to ensure cost recovery of the Scheme, rather than impacting wholesale or retail profits. The ACCC notes that each participating paint manufacturer individually sets its own prices and then applies the levy. Similarly, it is

⁹ *Re 7-Eleven Stores* (1994) ATPR 41-357 at 42,683.

up to retailers to set their prices individually and decide whether to pass through all or some of the levy to consumers. As such, the levy is unlikely to meaningfully impact competition at either the wholesale or retail levels of the supply chain, either by increasing the likelihood of co-ordination or otherwise.

Waste paint recycling providers and other waste paint collection schemes

52. The ACCC notes that consumers seeking to properly dispose of waste A&D paint outside the Scheme would nonetheless be required to pay the levy. Such consumers would therefore pay for the Scheme despite not actually making use of the Scheme themselves. The ACCC notes that this issue would decrease over time as the Applicants aim to have 85 per cent of Australia's population within reasonable distance of a Scheme related disposal point.
53. To the extent that the Scheme bundles the cost of disposal with the purchase of A&D paint, this may constitute a barrier to entry to alternative waste paint disposal providers, including those that may be capable of disposing of waste A&D paint more efficiently than under the Scheme.
54. However, the Scheme will operate on a contract basis where PSL will be incentivised to seek out the most cost-effective means of disposing of waste paint. Accordingly appropriate incentives will still exist for waste disposal methods to develop, although this competition will occur in the context of seeking funding raised by the levy. Therefore there may be some slight reduction in the possibility of alternatives to the Scheme being established. As noted above, the ACCC also considers that such unilateral competition is unlikely and accordingly any reduction in competition is not likely to be significant.

Increased prices for A&D paint

55. The ACCC considers that the levy is likely to be passed on by retailers to consumers. As such the end price for A&D paint in Australia is likely to increase as a result of the Scheme's introduction. However the ACCC notes that the potential price increase that may result from the levy is small. The Applicants advise that the typical wholesale price of a standard four litre container of A&D paint is in the range of \$20 to \$80. The Applicants submit that the levy will increase wholesale A&D paint prices by as little as 0.75 per cent and likely no more than 3 per cent. The end use price of paint will rise proportionally less than this amount.
56. To the extent that consumers pay closer to the full social cost of A&D paint, the price increase that may occur due to the levy is likely to signal a more efficient allocation of resources in the economy. In particular, the levy internalises the social cost associated with the improper disposal of A&D paint. The ACCC also considers that the potential increase in the price of A&D paint can be offset, to some extent, by the savings that may accrue to taxpayers, given that the Scheme provides for the transfer of funding responsibility for the disposal of waste paint and containers from taxpayers to paint users.

ACCC conclusion on public detriments

57. The ACCC considers that the imposition of the levy on the supply of A&D paint is unlikely to significantly impact competition at either the wholesale or retail levels of the supply chain. The levy is likely to increase the price of paint; however, the

ACCC does not consider that this price increase would produce significant public detriment and is in fact important to the realisation of the public benefits.

Balance of public benefit and detriment

58. In general, the ACCC may grant authorisation if it is satisfied that, in all the circumstances, the proposed conduct is likely to result in a public benefit, and that public benefit will outweigh any likely public detriment, including any lessening of competition.
59. The ACCC is satisfied that the Scheme is likely to result in significant public benefits. These are associated with greater allocative efficiency and more resources being allocated to safe disposal of waste A&D paint, leading to environmental benefits in the form of reduced landfill disposal or stockpiling of waste A&D paint. In addition, there are likely to be cost efficiencies from the cooperative arrangements.
60. While the imposition of the levy may result in an increase in the price of A&D paint in Australia at both the wholesale and retail level, the ACCC notes that the price increase due to the levy is likely to be small compared to the total price of A&D paint and will assist in the capturing of the full social cost of A&D paint. Further, the levy is otherwise unlikely to significantly impact competition for the sale of A&D paint at either the wholesale or retail levels.
61. The ACCC considers the significant public benefit that is likely to result from the Scheme will outweigh the likely public detriment. The ACCC is therefore satisfied that the relevant tests are met and the ACCC has decided to grant authorisation.

Length of authorisation

62. The CCA allows the ACCC to grant authorisation for a limited period of time.¹⁰ This enables the ACCC to be in a position to be satisfied that the likely public benefits will outweigh the detriment for the period of authorisation. It also enables the ACCC to review the authorisation, and the public benefits and detriments that have resulted, after an appropriate period.
63. In this instance, the Applicants seek, and the ACCC has decided to grant, authorisation until 1 June 2021.

Determination

The application

64. Application A91504 was made using a Form B, under subsection 88(1) and (1A) of the CCA. Authorisation is sought to make and give effect to the implementation of a levy of up to 15 cents per litre of the wholesale supply of A&D paint as part of a National Paint Product Steward Scheme.
65. Authorisation is sought as the proposed conduct concerns agreements that may contain a cartel provision or may have the purpose or effect of substantially lessening competition.

¹⁰ Subsection 91(1).

The net public benefit test

66. For the reasons outlined in this determination, the ACCC is satisfied, pursuant to sections 90(5A), 90(5B), 90(6) and 90(7) of the CCA, that in all the circumstances the conduct for which authorisation is sought is likely to result in a public benefit that would outweigh any likely detriment to the public constituted by any lessening of competition arising from the proposed conduct.

Conduct which the ACCC authorises

67. Authorisation under A91504 extends to the Australian Paint Manufacturers' Federation, Paint Stewardship Limited and paint manufacturers or importers who sign the Waste Paint Collection and Treatment Scheme Agreement in order to impose a levy of up to 15 cents (plus GST) per litre on all sales of architectural and decorative paint until 1 June 2021.
68. Under section 88(10) of the CCA, the ACCC extends the authorisation to future parties to the proposed conduct.
69. This determination is made on 29 October 2015.

Date authorisation comes into effect

70. If no application for review of the determination is made to the Australian Competition Tribunal (the Tribunal), it will come into force on 20 November 2015.



TENDER CONSIDERATION PLAN

SITE SERVICES AGREEMENT WITH PAINTBACK

Prepared by: Mark Benson
Contracts Officer
5 June 2019
V 1.0

Version Control and Document Approval

Version	Status	Author	Reviewed by	Date
0.1	Draft	Mark Benson	Stephen Bailey	18 March 2019
0.1	Draft	Mark Benson	Kay Clarke	14 March 2019
0.1	Draft	Mark Benson	Rod Doherty	15 March 2019
1.0	Final	Mark Benson	Mark Benson	5 June 2019

Tender Consideration Plan Endorsed by;

Name and Role	Endorsed - Signature	Date
Kay Clarke (Senior Business Adviser Ipswich Waste Services)		7/6/19.
Rod Doherty (Operations Coordinator Ipswich waste Services)		25/6/19
Bryce Hines (Acting Ipswich Waste Services Manager)		6/6/19

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1. OBJECTIVE

The primary objective of this Tender Consideration Plan (TCP) is to execute a new contract for the services associated with the removal, safe and proper disposal and recycling of architectural and decorative (A&D) paint that has been received and stored at the Riverview Transfer Station.

The current contract expires 31 August 2019 with no options for extension remaining.

This TCP will ensure Council meets its regulatory obligations under s 230 *Local Government Regulation 2012* (Qld) in entering into a new contract with Paintback Limited that will have an expiry date of 1 June 2021.

Section 230 operates as an exception for not complying with s 228 (s 228 being the requirement for Council to invite written tenders for medium and large-sized contractual arrangements). If Council were to approach the market for this service it will be deemed to be a large sized contractual arrangement as defined by s 224 (2) *Local Government Regulation 2012* (Qld).

2. BACKGROUND OF THE CURRENT CONTRACT

Prior to an Australian Competition and Consumer Commission (ACCC) determination dated 29 October 2015, Council spent approximately \$252,200 per annum for the removal, safe and proper disposal and recycling of A&D paint from the Riverview Transfer Station.

The Australian Paint Manufacturers' Federation (APMF) was granted authorisation on behalf of itself (Paintback Limited) and certain paint manufacturers/importers (together, the Applicants) to impose a levy of up to 15 cents per litre on the supply of certain A&D paint and woodcare products (**the Scheme**). The levy is part of a National Paint Product Stewardship Scheme which provides a nationally co-ordinated approach for the collection, recycling and environmentally friendly management of liquid A&D paints.

The funds collected by the levy are received by Paintback Limited to fund the Scheme. One of the main components of the Scheme is to contract with state, territory and local governments and waste service providers for the removal, safe and proper disposal and recycling A&D paint.

Under this paintback scheme, Paintback Limited engages both public and private sector partners to provide appropriate fixed collection facilities and services to accept A&D paint and allow it to be sent for treatment or material recovery. The ACCC determination is attached – Attachment A.

Due to the levy funding the scheme no costs are incurred by Council for the removal, safe and proper disposal and recycling of A&D paint (other than the initial costs associated with signage and stillage which incurred at the commencement of the existing contract). The cost saving to Council equates to approximately \$252,200 per annum (2015/2016) by contracting with Paintback Limited under the scheme.

3. CONTRACT OVERVIEW

The existing contract, 16-17-055, had an initial term of two (2) years with the option for one (1) extension of one (1) year. This extension, the only extension, has been exercised and the contract expires 31 August 2019.

Council has an on-going requirement for the removal and proper disposal of A&D paint received at the Riverview Transfer Station.

Ipswich Waste Services have advised (March 2019) that the current contract, 16-17-055, is operationally performing well overall and meeting Council's A&D paint disposal requirements. Current services consist of set routine collection runs in addition to ad-hoc requests for collection from the Riverview Transfer Station.

It should be noted a number of large neighbouring Local Governments / Councils also have site services agreements with Paintback for the removal, safe and proper disposal and recycling of A&D paint.

4. PROPOSED TERMS OF THE CONTRACT

There are no proposed changes to the terms or conditions of the existing contract. The existing contract is attached – Attachment B.

The term of the proposed agreement will coincide with the ACCC's authorisation for the National Paint Product Stewardship Scheme which expires on 1 June 2021. This date will also be contract expiry. The maximum term of the new proposed contract therefore, will not exceed 3 (three) years.

5. ALTERNATIVE TO THE TCP / CONTRACT EXTENSION

There are no suitable contracts available under the Queensland Government Procurement or Local Buy arrangements for Council to utilise to deliver the required services.

Consequence to this the only remaining alternative to the adoption of the TCP is to reapproach the market via an open tender process in accordance with s 228 *Local Government Regulation 2012* (Qld).

Therefore the alternative, or any alternative, is most likely to be at an additional cost to Council in excess of approximately \$252,200 (2015/2016) outlined in Attachment C for the service.

6. WHY THE ALTERNATIVE OPTION TO THE TCP IS NOT THE RECOMMENDED APPROACH

If any alternative option is progressed other than contracting with Paintback, will be at a significant cost to Council and would be difficult to demonstrate a value for money approach in this instance.

The current site services agreement is at no cost to Council. One of the aims of the scheme established under the ACCC determination (A91504) is to contract with state, territory and local governments and waste service providers for the removal, safe and proper disposal and recycling of A&D paint at no cost to these government bodies.

Additionally, subject to contamination, under the scheme, used A&D paint containers are recycled. Waste paint is also recycled in a number of ways, including; energy

recovery and liquid/solid separation for water based paint. These initiatives under the scheme, in contrast to alternative practises, may significantly minimise volumes sent to landfill.

7. RISK/MARKET ANALYSIS

The ACCC notes in its determination *"The ACCC considers that the introduction of the Scheme as funded through the levy is thereby likely to produce environmental benefits by increasing the collection of waste A&D paint in Australia and reducing its improper disposal. There are also likely to be cost efficiencies from decreasing the cost of disposal of waste A&D paint in Australia."*

A market analysis is not required. A cost/benefit analysis is contained within Attachment C.




8. CONCLUSION

The Preparation and adoption of a TCP under s 230 of the *Local Government Regulation 2012* (Qld) provides an exemption to seek tenders prior to entering into a large size contractual arrangement.

This TCP ensures Council meets its regulatory obligations under s 230 *Local Government Regulation 2012* (Qld) in entering into a new contract with Paintback Limited.

The proposed contract duration will run parallel with the ACCC determination permitting the National Paint Product Stewardship Scheme. Therefore the contract expiry, under the new contract, will be 31 August 2021.

9. ATTACHMENTS

Attachment	Description	Document
Attachment A	ACCC Determination A91504	 A91504.pdf
Attachment B	Existing Contract 16-17-055	 Signed Contract- 16-17-055 Site Serv
Attachment C	Contracts Officer Report dated 26 August 2016	 16-17-055 Site Services Agreement v

10. END OF DOCUMENT

Doc ID No: A5660920

ITEM: 4
SUBJECT: IPSWICH ECO-HUNT
AUTHOR: PROGRAM OFFICER (ENVIRONMENTAL EDUCATION)
DATE: 15 JULY 2019

EXECUTIVE SUMMARY

This is a report concerning the Ipswich Eco-Hunt that is to run from the 9 September to 7 October 2019. Eco-Hunt is an outdoor experience conducted through a free mobile application; with an aim of increasing the awareness and visitation of Ipswich's natural areas. Eco-Hunt is used to gather citizen science through a gaming platform.

It is proposed that Council engages the global social enterprise QuestaGame to deliver Eco-Hunt at White Rock Conservation Estate. To incentivise the community to participate in Eco-Hunt, it is also proposed that Council offers prizes that will in turn encourage the community to explore Ipswich's natural environment.

RECOMMENDATION/S

That the Interim Administrator of Ipswich City Council resolve:

- A. That the Ipswich Eco-Hunt event outlined in the report by the Environmental Education Program Officer dated 15 July 2019 be approved to proceed in 2019.**
- B. That any prizes associated with the Ipswich Eco-Hunt event outlined in the report by the Environmental Education Program Officer dated 15 July 2019 be approved to proceed in 2019.**

RELATED PARTIES

Andrew Robinson (Director and Chief Engineer of QuestaGame)
Mallika Robinson (CFO of QuestaGame)

ADVANCE IPSWICH THEME LINKAGE

Caring for the environment
Caring for the community

PURPOSE OF REPORT/BACKGROUND

The Ipswich Eco-Hunt will provide an alternative to the previously ran Enviroplan Photo Competition. As well as assisting with increased community engagement, capacity and connectivity with the natural environment in accordance with the Nature Conservation Strategy, and achieving the Enviroplan objective – *‘Inspire a more environmentally active and aware community’*. The event will offer community members and visitors the opportunity to participate in an outdoor learning experience which is educational, informative and unique.

The aim is to encourage all budding naturalists of all ages (community members and visitors), to come and explore Ipswich’s natural areas. With their ‘mission’ being to map the life of White Rock Conservation Estate and to find as many birds, butterflies, spiders, plants and any other creatures that might be living in the estate. This will be achieved through the use of a mobile application called QuestaGame which players will use as a tool to participate in the Ipswich Eco-Hunt.

QuestaGame is a free mobile application (app) that is available for download on all mobile devices. The app allows players to take and upload photos of flora and fauna species, then identify what themselves and other players have found. The use of this app shows the community that we are adapting and responding to technological advances that benefit the environment and scientific research. Correct species identified will then contribute to real research and conservation through the form of data on the Atlas of Living Australia website. The citizen science aspect of this event also adds to the aims of the State Government vision of creating a Queensland population that engages in and recognises, supports and advocates for science.

It is proposed that participants of this event will be eligible for prizes based on the categories outlined in Attachment 1. Prizes have been recommended by the Director of QuestaGame as a way to incentivise players to participate. The relevant policy has been reviewed and prizes have been chosen based on this, as well as examples from other organisations who have run ‘Eco-Hunts’.

This event has been successfully run by Sunshine Coast Council on an annual basis since 2017. Experience feedback in relation to success and issues has been sought from their event organiser during the planning process. Sunshine Coast has reported that “we drew record numbers to the site in the first year and each year we run this event we see nearly double the number of people visiting the wetlands compared to the previous year”.

FINANCIAL/RESOURCE IMPLICATIONS

The expected cost of QuestaGame is \$3,000. This is contained within the environmental education budget for 2019-2020. There is only one-off costs and no ongoing subscription costs to run the project.

This project requires the resources from a Marketing Officer, Environmental Education Officers and Conservation Visitor Management Officer. Each officer will need to dedicate approximately 1-8 hours per week for the promotional and event period.

RISK MANAGEMENT IMPLICATIONS

The proposed site for the event is White Rock Conservation Estate which has been identified to have a number of physical risks. A site risk assessment will need to be completed prior to the event proceeding.

Risks around players not staying on the designated footpaths has been reduced through being able to add our own requirements to the QuestaGame app. Two features will be added whereby players will receive a notification when arriving on site to follow all signage and to keep to the paths, along with the boundaries for the game being restricted to 1 metre either side of designated footpaths. Extra event information signage will also be placed around the site with event details and safety messages.

This event provides an opportunity for community members and visitors of all ages and abilities to gain awareness, and increase their use of Ipswich's natural environments. Previously, the Enviroplan Photo Competition had aimed to fulfil these objectives, but the event has been removed from the calendar of environmental events. Therefore there may be a risk of not providing enough opportunities if the Ipswich Eco-Hunt was not undertaken.

After the 2019 event has concluded, a review will be undertaken to ensure that the event is providing the best alternative to engage the community in experiencing the natural environment.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:

Local Government Act 2009

Local Government Regulation 2012

COMMUNITY AND OTHER CONSULTATION

No formal or direct community consultation has been done in relation to this event. However, this event was developed on the back of the Enviroplan Photo Competition being removed from the calendar of events, and the results of the 2018 survey of participants from this competition. Survey results showed that the format of that event was not successful in increasing awareness or visitation to Ipswich's natural areas.



Face-to-face communication with participants at other Council environmental events has occurred. Feedback from community members included more opportunities for families to participate together in events, providing events that were free or low cost and difficulties with getting children outdoors due to a fixation with technology. The question was then raised as to whether incorporating technology with outdoor experiences would be deemed suitable by parents, most were interested to try something that ticked both boxes.

All relevant departments within Council have been consulted on the event and direction of the event in meeting set objectives. No objections or major concerns were raised for this event.

CONCLUSION

Council aims to increase education, awareness and use of Ipswich's natural areas in the community through the Ipswich Eco-Hunt. This event will provide an opportunity for the community to contribute to research through participating in a citizen science event that uses mobile technology. Incentivising players will encourage the community to regularly spend longer within our natural areas during the event period, and at the same time gain invaluable skills that will assist them in becoming environmental stewards within our community.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Proposed Categories and Prizes  
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Sienna Harris

PROGRAM OFFICER (ENVIRONMENTAL EDUCATION)

I concur with the recommendations contained in this report.

Kaye Cavanagh

PRINCIPAL OFFICER (NATURAL RESOURCES)

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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

Proposed Categories and Prizes for Ipswich Eco-Hunt 2019

Category Name	Category Description	Prizes	Total Value of Prizes
Champion Spotter*	Highest overall score for an individual based on sightings submitted.	Big Prize \$200-250 <ul style="list-style-type: none"> - Spicers Hidden Vale Experience for 2 people - Binoculars - Ipswich Wildlife Book series 	Approx. \$210
Champion Identifier*	Highest score from correct IDs provided by an individual (through the in-game QuestaLab or the QuestaGame's Bio-Expertise Engine) during the competition and until the time that all competition sightings have been verified.	Medium Prize \$100-150 <ul style="list-style-type: none"> - Olloclip multi-device lens - Ipswich Wildlife Book series 	Approx. \$150
Best Find*	Highest scoring individual sighting.	Small Prize \$50-80 <ul style="list-style-type: none"> - \$50 Voucher for Australian Geographic - Ipswich Wildlife Book series 	Approx. \$50
Most Valuable Player*	Total points earned for sightings and IDs divided by number of sightings. Min 4 sightings required.	Big Prize \$200-250 <ul style="list-style-type: none"> - Spicers Hidden Vale Experience for 2 people - Binoculars - Ipswich Wildlife Book series 	Approx. \$210
Active Adventurer Prize Draw*	One QuestaGamer who has submitted at least 3 eligible sightings within the competition period, drawn at random.	Small Prize \$50-80 <ul style="list-style-type: none"> - \$50 Voucher for Kathmandu - Ipswich Wildlife Book series 	Approx. \$50
Clan Conqueror*	Highest overall contribution to 'White Rock Clan' within the competition period.	Medium Prize \$100-150 <ul style="list-style-type: none"> - Binoculars - Queensland Field Guide - Ipswich Wildlife Book series 	Approx. \$110
Total Prizes Value			Approx. \$780

*In the event that a category winner has already received a prize in another category then the prize for the category will be awarded to the runner-up.

Please note that prizes are subject to availability and some items may change.

Prize Options (must be relevant to using QuestaGame or exploring in nature):

- Field Guides
- Binoculars
- Eco-Tourism Experiences
- Nature Recreation Experiences
- Lens attachments for phones
- Eco-Friendly everyday products
- Solar charger
- Vouchers to appropriate stores (Biome, Kathmandu, Anaconda, Australian Geographic)