

Community Capital Infrastructure Policy

December 2018



MORNINGTON
PENINSULA
Shire

Community Capital Infrastructure Policy

This Policy is to be used as a strategic and procedural tool to assist and guide the application, assessment and implementation of all Community Capital Building projects and infrastructure works.

This policy is aligned with the Shire's "Council Plan 2017 – 2021" and other relevant policies, plans and strategies.

The Community Capital Infrastructure Policy for Infrastructure Projects is provided in detail overleaf.

This policy shall be reviewed five (5) years from the date of Council adoption or six months prior to the date on which the relevant provisions of a replacement Local Government Act come into effect, whichever occurs first.



Community Capital Infrastructure Policy

TYPE	COUNCIL
PURPOSE	• To facilitate community groups to undertake infrastructure works on behalf of the Council • Define and categorise community capital infrastructure projects according to type and scale • Establish protocols and procedures for the approval and implementation of community capital infrastructure projects • Ensure risk management, volunteer and public occupational health and safety and the impact to the community are considered • Establish a clear approval process for Community Capital Infrastructure Projects
OBJECTIVES	• Streamline approval processes for the community to undertake projects on Council owned or managed land • To ensure community members' capacity and skills can be utilised to enhance community facilities and public places • To encourage volunteers to carry out works on community facilities and public places • To build community capacity and public ownership of place, supporting placemaking by the community. • Reduce the Mornington Peninsula Shire Council's risk in the construction of assets undertaken by the community
SCOPE	This policy, together with referenced documents, applies to all projects carried out in whole or in part by community groups or individuals on Council owned or managed land or assets. This policy does not apply to maintenance works required to be undertaken on MPSC owned or controlled land or assets as a condition of a lease or other contract or legal instrument.
DEFINITIONS	ARCHITECTURAL PLANS An architectural plan is a design and planning for a building, and can contain architectural drawings, specifications of the design, calculations, time planning of the building process, and other documentation. AUSTRALIAN STANDARD Australian Standards are documents that set out specifications, procedures and guidelines that aim to ensure products, services, and systems are safe, consistent, and reliable. They cover a variety

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	of subjects, including consumer products and services, the environment, construction, energy and water utilities, and more. AS CONSTRUCTED DRAWINGS Revised set of drawing submitted by a contractor upon completion of a project or a particular job. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract. BUILDING PERMIT A Building Permit, also known as a Construction Permit, is a document issued by a Registered Building Surveyor to signify that the plans and documentation for a proposed building work meets the requirements of the Building Code of Australia, The Building Act 1993 and the Building Interim Regulations 2017. COMMUNITY CAPITAL INFRASTRUCTURE PROJECT A project where the community (or a community group) work with Council to develop or improve community facilities and assets. COMMUNITY ORGANISATION Not for profit organisations and groups that encompass a wide range of activities, programs and services aimed at improving peoples' quality of life. The community sector varies significantly in size and can range from small volunteer run and locally based groups to large national organisations with many staff (also known as community sector, not for profit organisations, the third sector, civic sector, community service sector, community service providers). COMMUNITY PROJECT MANAGER Community member assigned as the project manager/supervisor for a given community capital building project. COMMUNITY PROJECT TEAM A group of relevant community members assigned as the project team for a given community capital building project. COMMITMENT A willingness to give your time and energy to something that you believe in, or a promise or firm decision to undertake a project or similar.
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	CONCEPT PLAN Concept Plans or sketches are drawings, that are used as a quick and simple way of exploring initial ideas for designs, communicating design principles and aesthetic concepts. CONSTRUCTION MANAGEMENT PLAN The Construction Management Plan is a document that describes how the Community Project Management team will implement and conduct its allocated site management responsibilities during the construction phase of the project. A fundamental aim of this plan is to ensure all construction is properly facilitated, integrated and coordinated to deliver certainty to the objectives of the project. COUNCIL Mornington Peninsula Shire Council (MPSC), being a body corporate constituted as a municipal council. ENGINEERS DRAWINGS An engineering drawing is a type of technical drawing, that is used to fully and clearly define requirements for engineered items. ENVIRONMENTAL MANAGEMENT PLAN An Environmental Management Plan is a site or project specific plan developed to ensure that appropriate environmental management practices are followed during a project's construction and/or operation. An Environmental Management Plan should ensure the application of best practice environmental management to a project. GRANT DEED AGREEMENT A deed is a special type of binding promise or commitment to do something. The substantial requirement of a deed is that it be intended by the executing party to be the most serious indication to the community that they categorically will undertake and complete what has been agreed between the parties. IN-KIND Paid or given in goods, commodities, or services instead of money. INFRASTRUCTURE Constructed buildings, facilities, structures, permanent features, utilities and services.
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INSURANCE

Insurance is a contract, represented by a policy, in which an individual or entity receives financial protection or reimbursement against losses from an insurance company.

LABOUR

Manual work undertaken by people.

MATERIALS, PLANT & EQUIPMENT

Material is the substance from which a thing is or can be made, Plant is any machinery, equipment (including scaffolding), appliance, implement or tool and any component or fitting thereof or accessory thereto. Plant is machinery that processes material by way of a mechanical action.

MEMORANDUM OF UNDERSTANDING (MOU)

A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Council, companies and organizations can use MOUs to establish official partnerships. MOUs are not legally binding but they carry a degree of seriousness and mutual respect, stronger than a gentlemen's agreement.

OHS DOCUMENTATION

Included documented OHS Policies and Procedures, which form a major part of protecting the safety, health and welfare of people engaged in work and volunteering. For example; Risk Assessments, Safe Work Method Statements, Job Safety Analysis.

PLANS

A detailed proposal for doing or achieving something, in this instance drawings, sketches and other graphical representation relating to the project proposal.

PLANNING PERMIT

A planning permit is a legal document that allows a certain use and/or development on land. It normally contains a written document with conditions that must be met and a set of approved plans.

PRO-BONO

Professional work undertaken voluntarily and without payment.

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	PROJECT COST The complete financial price to complete the project including; funds, labour, materials, plant, equipment and professional services. PROJECT Community Capital Infrastructure Project. PROJECT PLAN A project plan is a formal document designed to guide the control and execution of a project. PROJECT PROPOSAL Project proposal is an initial document that informs an idea and details of project. It includes the brief, scope, outputs, outcomes, costs, stakeholders, major risks and an estimate of the time and resource required. PROJECT SCOPE Project scope is the part of project planning that involves determining and documenting a list of specific project goals, deliverables, features, functions, tasks, timelines/deadlines, and ultimately costs. In other words, it is what needs to be achieved and the work that must be done to deliver a project. PROJECT TEAM A project team is a temporary team created to plan and/or deliver a project. QUALIFIED PROJECT CONTRACTOR A contractor whom is suitably qualified in their field/industry to undertake the works/project. RISK MANAGEMENT PLAN A risk management plan is a document that a project manager prepares to foresee risks, estimate impacts, and define responses to issues. SHIRE LIAISON OFFICER Officer assigned by the Chief Executive Officer as the primary contact for initial applications for all community capital infrastructure projects.
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	SHIRE OFFICER A person who is appointed by the Chief Executive Officer to enable the functions of Council. SHIRE PROJECT MANAGER Shire Officer that is assigned by the Chief Executive Officer/delegate or other relevant authority, to provide administration/supervision/oversee/manage/review and ensure adherence to the project documentation and provide formal approval for a given works within a community capital infrastructure project. SITE PROJECT MANAGER An appropriately skilled and experienced person (community member) whom is allocated/assigned as the project site supervisor and is responsible for the co-ordination of the project implementation, including the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of a project. STATUTORY APPROVALS AND CERTIFICATES Official approval, a license, permits and/or certificates that are required by law for engaging in a certain activity (Planning Permit, Building Permit and other legislative requirements relating to the project). STATEMENT OF COMPLIANCE A statement or report signed by a qualified party affirming that, at the time of assessment, the defined facility, phase, or collection of activities, met the requirements. VOLUNTEER A member of the community who freely offers their time to assist with a project and to undertake a task(s).
POLICY	That Council promote and facilitate community groups and/or individuals to undertake community infrastructure projects on Council owned or managed land. Council provide advice and guidance to community groups in planning, designing and delivery of Community Capital Infrastructure Projects and approval.

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	Projects are conceived and implemented in many phases. This policy provides a framework and process that explains the various phases of a project and the requirements to be met to ensure a project proceeds as smoothly as possible. The steps outlined in this policy apply to all Community Capital Infrastructure Projects. The policy seeks to assist and facilitate Community Capital Infrastructure projects by setting out critical decision points (hold points/trigger points) for each project phase and the requirements that must be met before a project can proceed in whole or in part. A detailed Project Phasing Flow Chart is provided as an attachment (Appendix B). A detailed Process Flow Chart is provided as an attachment to this Policy (Appendix A).
1. PHASE 1 APPLICATION PROCESS	At the beginning of any proposed project, community groups and individuals should submit a project proposal (hardcopy or via website) to Council. The project proposal will generally include: • Scope • Projected cost • Proposed funding and labour • Location • Key contacts • Proposed project timing • Proposed project outcomes The application should ensure adequate notification is provided to Council to process applications, to prevent unnecessary project delays.
2. PHASE 2 PROJECT FEASABILITY ASSESSMENT	The project proposal will be reviewed by the Shire's Liaison Officer and referred to relevant internal departments for review. A preapplication meeting may be scheduled with the Shire Liaison Officer and Community Project Manager to further to refine the project scope, if required. The Shire Liaison Officer may at this point request further project information, advise of timing constraints, advise the Community Project Manager if the project is supported by this policy and whether in principle support is to be provided to proceed to next phase.

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	Some projects may already be planned as part of programmed works e.g. upgrade of plumbing and electrical fixtures to meet more water or energy efficient standards. Similarly, projects such as the upgrade of a hall or pavilion may be planned as part of a reserve master plan or management plan already approved by Council. These early discussions ensure that the proposed project is not at odds with other planned works and the project outcomes can be established with clarity and put into context with other programs or plans. Council will undertake a Project Risk assessment or its delegate (generally the Shire Liaison Officer) as set out in Appendix C (Project Assessment) and has sole discretion to categorise a project into one of the categories as set out in Appendix D (Project Categorisation). The Community Project Manager will be advised of the documentation and approvals required. Should in principle support be provided for the project, the Shire Liaison Officer will advise of the appointed Shire Project Manager to review the project documentation and provide formal approval for the community capital infrastructure project to proceed. Importantly no project should be commenced on Council owned or managed land without the formal approval for the works to commence from the Shire Project Manager.
3. PHASE 3 PROJECT DOCUMENTATION AND APPROVAL	Community Groups and individuals undertaking projects must full fill the requirements set out in Project Categorisation set out in Appendix D (Project Categorisation) as directed by the Shire Project Manager.
3.1 Project Documentation Requirements	At this point, it is required that the Community Project Manager complete a Project Plan in accordance with Appendix D (Project Categorisation). A Project Plan outlines all the mandatory documentation and approvals required for the project, whether imposed by Council or set out in any statutory or other approval. Critical to this phase of the project is ensuring that funding, and/or labour has been secured and is available prior to entering contracts or commencing works. Failure to control project implementation can result in project scope creep, timing delays and budget blowouts.

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	The Shire Project Manager and the Community Project Manager must agree on which organisation will make application for any required approvals. Subject to the specifics of the project and the type of approvals required, either • Council will be applicant for some or all statutory and other approvals; • <u>or</u> Shire Project Manager will consent to the Community Project Manager obtaining some or all the approvals required, prior to the project proceeding. At all times Council must be advised and agree to the lodgement of any permit application by the Community Project Manager. A Project Plan is required and may include the following: • The workmanship and quality of products used and incorporated into the project (adherence to Australian Standards) • Site management, particularly risk management including site safety and security • Relevant Statutory Planning, Building Permits, Consent Letter, Grant Deed Agreement and or Memorandum of Understanding as required • Relevant Insurance and OH&S documentation • Project schedule • Qualified Project Contractor, professional services and volunteer labour • Detailed Project Budget and proof of secured funding for the project • Copies of plans, permits, certificates and qualifications as required • Waste Management • Identifies an appropriately qualified Site Project Manager
3.2 Project Approval	No project may be commenced before all relevant matters below have been satisfied: a) Written approval has been granted by Council (Shire Project Manager). b) A Community Capital Infrastructure Project – MOU or Grant Deed where required must be signed by all relevant parties. c) All permits and/or statutory approvals have been obtained and copies lodged with Council.

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	d) A Project Plan and satisfactory evidence has been provided to Council that project resources have been secured, including but not limited to funding, labour &/or materials.
4. PHASE 4 PROJECT IMPLEMENTATION	A Site Project Manager should be nominated as the contact point for the site construction. Before any site works are commenced, the Site Project Manager should: • Satisfy that all the required approvals have been obtained and can be complied with • Ensure the project budget, any professional services, materials/plant/equipment and labour are secured • Ensure proposals for site access and site security are in place • Confirm any pre-commitments to the donation of materials and labour and other in-kind commitments to the project are secured • Carry out a final assessment of capacity to complete the project in accordance with resources and confirm the project scope remains achievable • Ensure specific contractor engagements are finalised • Ensure appropriate OH&S documentation and insurances are implemented • A pre-commencement meeting is held on-site between Shire Project Manager and the Site Project Manager Throughout the project, the Site Project Manager should: • Ensure appropriate OH&S requirements are adhered to • Ensure impacts to surrounding residences are minimised and appropriately managed • Monitor construction against project plan and budget • Adhere to the project budget and avoid project creep • Provide required progress updates and delivery timelines to the Shire Project Management • Ensure that all waste materials generated by the project are disposed of correctly and/or recycled • Obtain relevant compliance certificates at the completion of the works The failure to adhere to statutory requirements may result in the full or partial demolition of the asset should the Shire Project Manager identify significant public safety risks.

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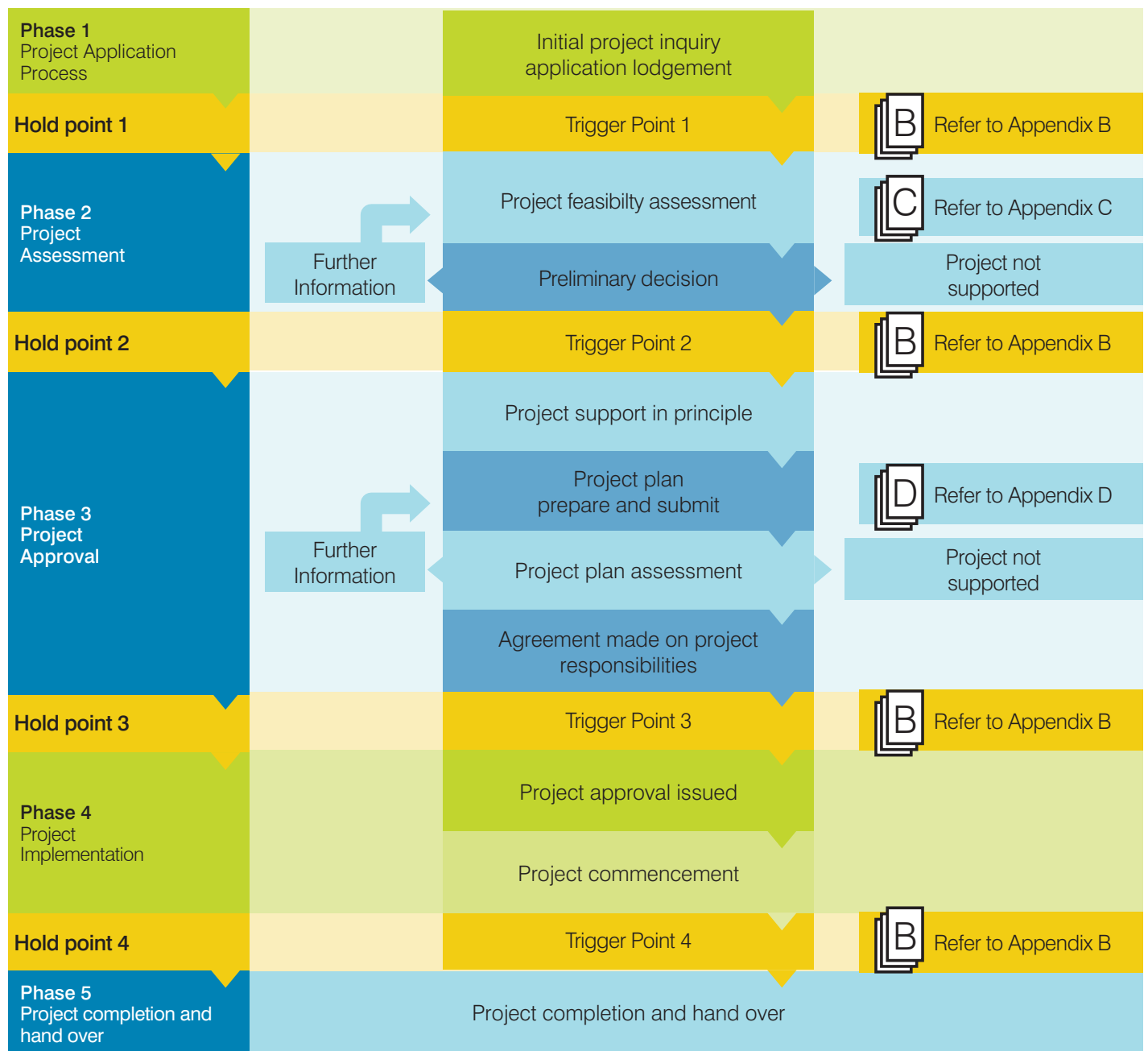
5. PHASE 5 PROJECT COMPLETION AND HANDOVER	The final stage of the project and when the project is satisfactorily completed. The responsibility for the care and maintenance of the project will be returned to the Shire, subject to ongoing statutory guarantees for warranty or other maintenance obligations. Pending any appropriate Shire lease or tenancy arrangements.
5.1 Project Completion	On completion, the Site Project Manager should: • Conduct an inspection and quality assurance hand-over of the asset with the Shire Project Manager • Provide copies of any statutory certificates or statements of compliance relevant to the works completed or assets installed • Where required, “as constructed drawings” and certificates must be submitted
5.2 Asset Hand-over	If the project has received funding from the Shire at the completion of the project the Community Project Manager must provide the Shire Project Manager: • Evidence of acquittal of Shire funds The Shire Project Manager will: • Must inform the Asset Management Department • Advise the Shires Infrastructure Services unit of the asset completion and relevant maintenance requirements and documentation handover for asset to be maintained at appropriate standard.
RESPONSIBILITY	Executive Manager Infrastructure Strategy and Climate Change – Ensures that the requirements of the policy are complied with including: • Maintaining register of requests for the implementation of Community Capital Infrastructure Project Works • Undertaking a review and determining in principle support for projects ensuring the overall integrity and purpose of the policy is maintained • Supervising the operation of the policy and procedures Manager Project Delivery - Ensures that the requirements of the policy are complied with including: • Projects are reviewed and appropriate approvals are given

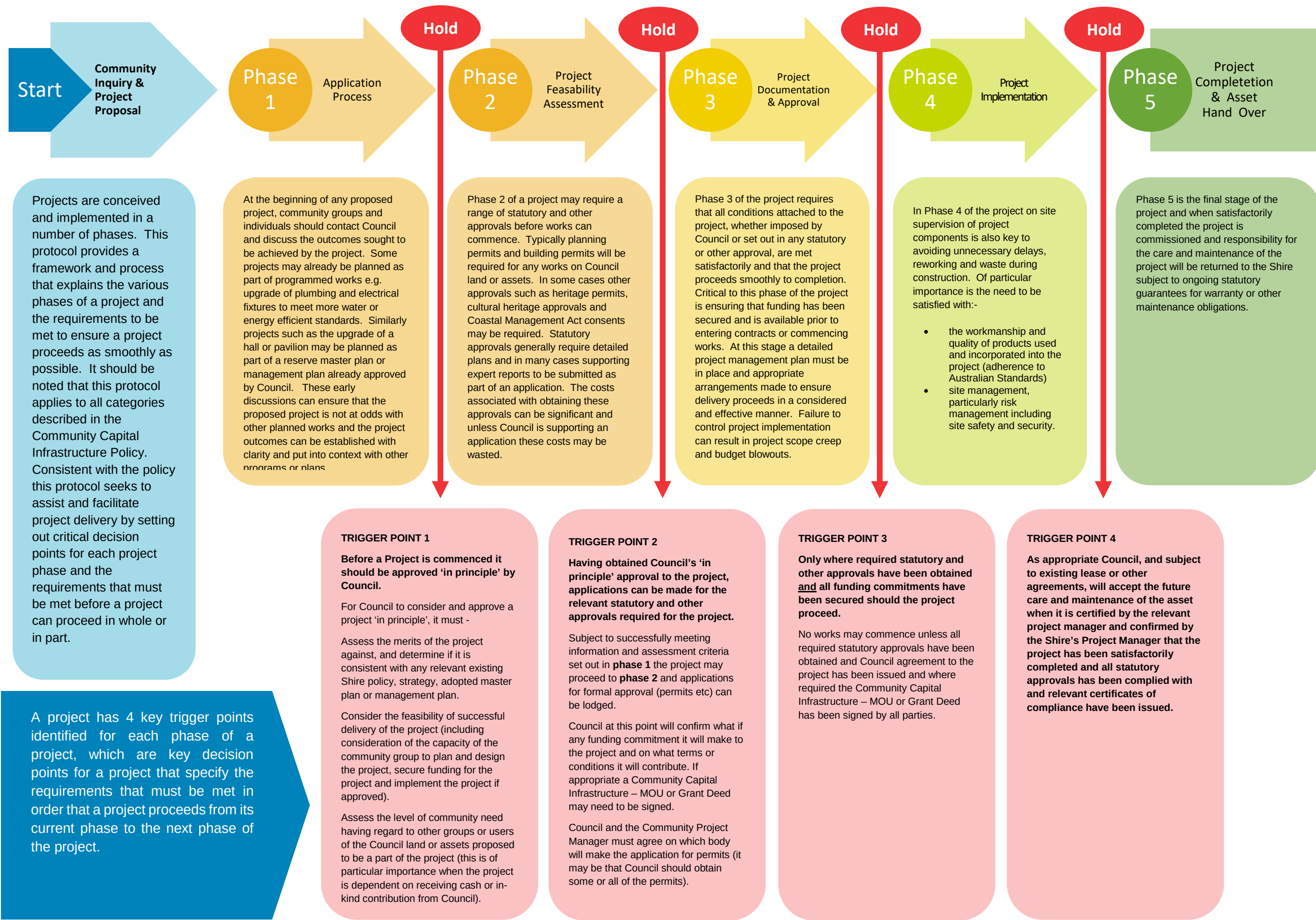
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	• Construction supervision is undertaken for Community Capital Infrastructure Projects • Asset handover processes are undertaken.
RELATED POLICIES / STRATEGIES / PLANS	• Council Plan 2021. • Climate Change Carbon Neutral Policy • Asset Management Policy and Strategy • Community Engagement Policy • Risk Management Policy • Volunteering Policy • Health and Wellbeing Plan
RELATED LEGISLATION	• Local Government Act 1989 • Building Act 1988 • Planning and Environment Act 1987 • Australian Standard's as required
REFERENCES	Appendix A - Process Flow Chart Appendix B - Project Phasing Flow Chart Appendix C - Project Assessment Appendix D - Project Categorisation Appendix E - Community Capital Infrastructure Project – MOU Appendix F - Community Capital Infrastructure Project – Grant Deed
AUTHOR	Infrastructure Strategy and Climate Change Team
APPROVED	By Council 11 December 2018
REVIEW	This policy shall be reviewed five (5) years from the date of Council adoption or six months prior to the date on which the relevant provisions of a replacement Local Government Act come into effect, whichever occurs first.

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Appendix A – Process Flow Chart





Appendix C – Project Assessment Matrix - Community Capital Infrastructure Policy

The Project Assessment Matrix is an inquiry based Q &A framework to assist with the categorisation according to the actions/items a project would require in order to be completed.

Please note: the highest risk identified via any individual item indicates the subsequent project category that is applied to the project.

Project Category	Category 1	Category 2	Category 3	Category 4
Overarching Project Risk Rating	Low	Medium	Medium	High
Project projected cost (whole of project, including: funds, labour, materials, plant, equipment and professional services)	<\$10k • Conceptual level estimate • Services noted • Labour noted	\$10-\$50k • Detailed Estimates but not yet validated • Services indicated • Labour indicated	\$50k-\$100k • Detailed and validated estimates • Services confirmed • Labour confirmed	>\$100k • Detailed and validated costs • Services secured • Labour secured
Project Complexity/Type	Minimal • No or minor infrastructure • Little or no construction • Low OH&S risk	Basic • Minor infrastructure • Some construction/building • Low OH&S risk	Detailed • Major infrastructure • Significant construction/building • Domestic registered Builder/Contractors • Medium OH&S risk	Comprehensive • Major infrastructure • Extensive construction/building • Commercial registered Builder/Contractors • High OH&S risk
Project Documentation (Plans, drawings, technical/professional information)	• Minimal • Sketch Plan • Some information	• Basic • Concept Plan • Professional services maybe required • Minor information	• Detailed • Detailed Plans • Professional drawings • Significant information	• Comprehensive • Complete Plans • Certified professional drawings • Extensive information
Community Capacity-Competence (Ability/skill/knowledge/supervision)	Minimal experience • Low skilled & capable • Sufficient to perform tasks • Proficient	Basic • Moderately skilled & capable • Suitable Experience and ability • Low productivity required	Detailed • Highly skilled & moderately competent • Demonstrated Experience and ability	Comprehensive • Vastly skilled & highly competent • Demonstrated Professional experience and ability

Appendix C – Project Assessment Matrix - Community Capital Infrastructure Policy

			• Moderate productivity required	• High productivity required • Proven track record
Statutory requirements (Planning, Building, Certificates and other)	• Minimal • Maybe some requirements with agencies or government authorities • No compliance obligations	• Basic • Some requirements with agencies or government authorities • Compliance obligations	• Detailed • Significant requirements with multiple agencies or government authorities • Compliance obligations (some documentation)	• Comprehensive • Complex requirements with multiple agencies or government authorities • Compliance paths required (significant documentation)
Project Security (resources to undertake and complete project in its entirety)	• Minimal • Resources available • Assumptions made	• Basic • Resources established • Variations considered	• Detailed • Resources secured • Variations documented • Contingency considered	• Comprehensive • Resources secured • Variations accounted for within a Contingency plan

	PROJECT CATEGORY			
	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Project Risk Rating	Low	Medium	Medium	High
Council Written Approval Required	Letter of Consent or Commitment, Partnership Agreement	MOU or similar agreement as agreed by the parties	Community Capital Infrastructure – Grant Deed	Community Capital Infrastructure – Grant Deed
Project Cost	<\$10k	\$10k – \$50k	\$50k – \$100k	>\$100k
Project Documentation	minimal	basic	complex	comprehensive
Project Details	As agreed with Shire's Liaison Officer.	As agreed with Shire's Liaison Officer.	As agreed with Shire's Liaison Officer.	As agreed with Shire's Liaison Officer.
	A sketch plan or written explanation of proposal sufficient to explain scope of works proposed.	A concept plan sufficient to allow potential partners and contributors to understand what they are being asked to commit to. Confirmation of funding sources, labour and commitments (including donations and pro-bono works).	Project Plan (including timelines & project staging) Detailed concept plan sufficient to allow potential partners and contributors to understand what they are being asked to commit to. Details of Community Project Team including description of roles and responsibilities. Confirmation of funding sources, labour and commitments (including donations and pro-bono works).	Project Plan including a critical path analysis for project delivery if requested. Detailed staging plan EMP if required CHMP if required Detailed costing plan Details of Community Project Team including description of roles and responsibilities. Confirmation of funding sources, labour and commitments (including donations and pro-bono works).
Project Statutory Approvals Required	Minimal	Basic	Detailed	Comprehensive
	Some minor works such as electrical or plumbing will require statutory certificates	May include: Planning permit Building Permit Other depending on location and type of project	May include: Planning permit Building Permit Other depending on location and type of project	May include: Planning permit Building Permit Other depending on location and type of project
Project Plans	Written description with concept or sketch plans if required. Risk assessment of both participant and public point of view.	Detailed construction plan Risk assessment of both participant and public point of view.	Architectural plans Detailed construction plan Risk assessment of both participant and public point of view. The risk assessment needs to include an assessment of the consequences of the project stalling mid-way due to difficulties experienced by the community group (contingency plan).	Architectural plans Detailed construction plan Detailed Environmental management plan (if required) Detailed Construction Management Plan (if required) Detailed Risk Management Plan that includes an assessment of both participant and public point of view. The risk assessment needs to include an assessment of the consequences of the project stalling mid-way due to difficulties experienced by the community group (contingency plan).

	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
4.PHASE 4 PROJECT IMPLEMENTATION Project Approval and Commencement	Project outcomes are agreed with Shire's Liaison Officer prior to commencement. Project approval is issued by delegated Shire Project Manager. Project may not commence until it is demonstrated that funding (including any in-kind labour or resources provided as a donation etc) of the project has been secured. Project may not commence until Community Capital Infrastructure – Letter of Consent or Commitment, Partnership agreement has been signed.	Project outcomes are agreed with Shire's Liaison Officer prior to commencement. Project approval is issued by delegated Shire Project Manager. (depending on location and scale of project the project may be referred to Council for formal approval). Project may not proceed until all relevant statutory approvals have been issued. Project may not commence until it is demonstrated that funding and resourcing of the project has been secured. Project may not commence until Community Capital Infrastructure – MOU has been signed.	Project outcomes are agreed with Shire's Liaison Officer prior to commencement. Project approval is issued by delegated Shire Project Manager. (depending on location and scale of project the project may be referred to Council for formal approval). Project may not proceed until all relevant statutory approvals have been issued. Project may not commence until it is demonstrated that funding (including any in-kind labour or resources provided as a donation etc) of the project has been secured. Project may not commence until Community Capital Infrastructure – Grant Deed has been signed.	Project outcomes are agreed with Shire's Liaison Officer prior to commencement. Project approval is issued by delegated Shire Manager. (depending on location and scale of project the project may be referred to Council for formal approval). Project may not proceed until all relevant statutory approvals have been issued. Project may not commence until it is demonstrated that funding (including any in-kind labour or resources provided as a donation etc) of the project has been secured. Project may not commence until Community Capital Infrastructure – Grant Deed has been signed.
Project Management & Reporting	Community Group nominates person (Community Project Manager) who is responsible for the overall project to deal directly with the Shire's nominated project liaison officer.	Community Group nominates an appropriately skilled/qualified person (Community Project Manager) to manage the project and deal directly with the Shire Liaison Officer &/or Shire Project Manager. Appropriately skilled/qualified person must provide progress reports in accordance with the MOU.	Community Group nominates an appropriately qualified project manager (Community Project Manager) who is responsible for the overall project and deals directly with the Shire Liaison Officer &/or Shire Project Manager. The Community Project Manager will be responsible for the management and delivery of the overall project and will deal directly with the Shire's Project Manager during the implementation of the project. The Community Project manager must provide progress reports in accordance with grant deed requirements.	Community Group and Council agree on the appointment of an appropriately qualified project manager (Community Project Manager) and deals directly with the Shire Liaison Officer &/or Shire Project Manager. The Community Project Manager will be responsible for the management and delivery of the overall project and will deal directly with the Shire's Project Manager during the implementation of the project. The Community Project manager must provide progress reports in accordance with grant deed requirements.
Project supervision	Project supervision is the responsibility of the Community Project Manager.	Project supervision is the responsibility of the Community Project Manager.	Project supervision is the responsibility of the Community Project Manager.	Project supervision is the responsibility of the Community Project Manager.

	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
		The Shire's Project Manager may require compliance with the conditions set out in the Community Capital Infrastructure – MOU.	The Shire's Project Manager may require compliance with the conditions set out in the Community Capital Infrastructure – Grant Deed.	The Shire's Project Manager may require compliance with the conditions set out in the Community Capital Infrastructure – Grant Deed.
			The Shire's Project Manager may withhold approval to proceed at any stage of the project if it is in his/her opinion a project component has not been satisfactorily completed.	The Shire's Project Manager may withhold approval to proceed at any stage of the project if it is in his/her opinion a project component has not been satisfactorily completed.
5. PHASE 5 PROJECT COMPLETION AND HANDOVER Obligations	Statement of completion Relevant Certificates of Compliance Shire liaison officer inspects and assesses project completion. Inclusion in the Shires Asset Management Register	Certificates of Compliance for all trade elements must be submitted to the Shire. As Constructed Drawings must be submitted to the Shire. Shire liaison officer inspects and assesses project completion. Inclusion in the Shires Asset Management Register	Certificates of Compliance for all trade elements must be submitted to the Shire. As Constructed Drawings must be submitted to the Shire. Maintenance schedule agreed with project liaison officer. Shire liaison officer inspects and assesses project completion. Inclusion in the Shires Asset Management Register	Certificates of Compliance for all trade elements must be submitted to the Shire. As Constructed Drawings must be submitted to the Shire. Whole of life maintenance assessment must be completed and submitted to Council. Documented maintenance schedule agreed with project officer Shire liaison officer inspects and assesses project completion. Inclusion in the Shires Asset Management Register

Memorandum of Understanding

A Partnership between

Mornington Peninsula Shire

and

Group/Club

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Partnership Memorandum of Understanding

1. Partner organisations

1.1. The Memorandum of Understanding (MOU) is between:

1.1.1. The Mornington Peninsula Shire (the Shire) from 90 Besgrove Street, Rosebud Victoria 3939.

1.1.2. Name of Community Group/Club including address.

2. Purpose

2.1. This MOU describes a partnership agreement between the Shire and Group/Club in the scoping, design and delivery of bushland conservation works to achieve best practice bushland restoration in the Shire managed bushland reserves outlined in 5.1.

2.2. Encourage and motivate Group/Club to use its best efforts to provide its volunteer labour and resources to support and align with those of the Shire.

3. Objectives

The objectives of the partnership MOU are to:

3.1. Agree on an Annual Works Program that includes the following details:

3.1.1. Key Partnership Working Group representatives (see 6.1).

3.1.2. Number of working bees managed and directed by the Shire (see 8.1.1).

3.1.3. Works expected to be undertaken at working bees managed and directed by Group/Club (see 8.1.2).

3.1.4. Other support provided by the Shire (see 8.1.3).

3.1.5. Approved Project Worksplans for grants (see 9.3.3).

3.1.6. Other reserve related projects undertaken by Group/Club under Group/Club insurance (see 7.1).

3.2. Consider and implement grant projects (see 9).

3.3. Ensure delivered grant projects are maintained (see 9.3.2).

3.4. Ensure that achievements and support/resource requirements are reported to Council (see 10.1).

4. Duration

- 4.1. The duration of this MOU shall be for three years from the date of signing until the DATE.
- 4.2. If either party wishes to end the MOU the MOU will be ended. Both parties are required to notify the other if intending to end the MOU and the agreement will cease immediately.

5. Scope

- 5.1. This MOU covers the Shire managed bushland reserves associated with Group/Club. These include:
 - 5.1.1. AREA OF WORK.
 - 5.1.2. AREA OF WORK..
 - 5.1.3. AREA OF WORK..
 - 5.1.4. AREA OF WORK..
- 5.2. Both parties agree to update the MOU each time a reserve or new work location is added or removed.

6. Roles and Responsibilities

- 6.1. Each partner is responsible for identifying key representative/s to attend annual meetings or when required. These representatives will constitute the Partnership Working Group and will be recorded in the Annual Works Program.
- 6.2. The Shire agrees to identify an alternative representative for times of annual leave or other unavailability of the Shire key representative.
- 6.3. Group/Club agrees to use its best efforts to safely and effectively deliver the works for community group grants in accordance with the approved Project Worksplan through the contribution of voluntary labour and/or employment of contractors.
- 6.4. Group/Club will remain an incorporated body within the meaning of the Associations Incorporation Reform Act 2012, and shall ensure that all the internal and external business is conducted in a proper legal manner. If Group/Club becomes unincorporated then it is the responsibility of the group to inform the Shire and the MOU agreement will cease immediately.
- 6.5. Group/Club must carry appropriate personal accident insurance and public liability insurance and provide documentary evidence to the Shire on an annual basis. If Group/Club does not produce their current insurance annually then the MOU agreement will cease.

- 6.6. **Group/Club** shall take all reasonable measures to protect its members, contractors and public from personal injury and property loss.
- 6.7. **Group/Club** agrees to indemnify and keep indemnified, and to hold harmless the Mornington Peninsula Shire Council, its servants and agents and each of them from and against all actions, costs, claims, charges, penalties, demands and damages whatsoever which may be brought or made or claimed against them, arising from the group exercising the rights granted by the MOU and be directly related to the negligent acts, errors or omissions by **Group/Club**.

7. Meetings

- 7.1. The Partnership Working Group (see 6.1) will meet at least annually to confirm the achievements of the previous financial year and to determine the Annual Works Program for the coming financial year.
- 7.2. All meetings will be chaired by the Shire representative.
- 7.3. Decisions made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice).
- 7.4. The Shire representative will prepare agendas, supporting papers, meeting notes and other information as required.
- 7.5. If required, subgroup meetings will be arranged outside of these times at a time convenient to subgroup members.

8. Working Bees

- 8.1. At the start of each financial year the Partnership Working Group will agree on:
 - 8.1.1. The number of working bees to be supervised by the Shire under the Shire's insurance in the reserves outlined in 5.1.
 - 8.1.2. The works undertaken by volunteers at those working bees that are managed and directed by **Group/Club** under **Group/Club** insurance, and the specific location of these works within the reserves outlined in 5.1.
 - 8.1.3. Any additional support to be provided by the Shire such as safety gear, tools and funding.

These details will be recorded in the Annual Works Program. Any changes to the number or scope of working bees must be agreed to in writing (see 11.1).
- 8.2. The Shire is responsible for organising a contracted Site Coordinator to attend the Shire managed and directed working bees as outlined in 8.1.1.
- 8.3. Working Bee guidelines attached as Appendix 1.

- 8.4. Process for community group wanting to undertake on-ground works. Appendix 2.

9. External Community Group Grant Funding

- 9.1. **Group/Club** and the Shire will cooperate to identify suitable grant funding opportunities. **Group/Club** will not pursue grant opportunities for candidate projects not supported by the Shire.
- 9.2. When a suitable funding opportunity is identified:
- 9.2.1. **Group/Club** discusses the candidate project for the funding with the Shires Volunteer Coordinator.
 - 9.2.2. Based on this discussion, the Shires Volunteer Coordinator will support or reject the candidate project.
 - 9.2.3. If the candidate project is supported, the Partnership Working Group agrees on the details of the project and grant application.
 - 9.2.4. **Group/Club** seeks quote/s from contractors to establish cost estimates for the project. A contractor must have appropriate bushland skills and experience and \$10,000,000 public liability, personal accident insurance and OH&S management systems.
 - 9.2.5. **Group/Club** submits the grant application.
- 9.3. If the grant application is successful:
- 9.3.1. The Volunteer Coordinator provides technical conservation advice within their expertise while **Group/Club** prepares a draft Project Workspan, and submits it to the Volunteer Coordinator for approval.
 - 9.3.2. The approved Project Workspan is signed by all parties and is added to the Annual Works Program.
 - 9.3.3. **Group/Club** oversees the delivery of the project as per the approved Project Workspan.
 - 9.3.4. Where **Group/Club** engage a contractor to undertake works related to the project, it is **Group/Club** responsibility to ensure the selected contractor has appropriate licences, insurances and safety systems; and should obtain copies of documentation for their records prior to works commencement.
 - 9.3.5. On completion of the project, the works delivered through the project are subject to an inspection by the Partnership Working Group.
 - 9.3.6. On going maintenance works are delivered as outlined in the approved Project Workspan.

10. Reporting

10.1. The Shire will produce an annual report in consultation with **Group/Club** highlighting achievements and issues faced. This will be reported to Councillors through the internal processes of the Shire with similar reports from other bushland reserve friends groups.

11. Communication, information sharing and consultation processes

11.1. Any changes by either party to the signed MOU agreement and Annual Works Program need to be identified and put in writing to the other party. If the changes are agreed by all parties, the Conservation Officer will update the appropriate documents and send out for signing before works are undertaken.

12. Authorisation

Mornington Peninsula Shire Council:

Name:

Title:

Date:

Signature:

President, Group/Club:

Name:

Title:

Date:

Signature:



Maddocks

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DX 259 Melbourne

Date / /

Community Capital Infrastructure Project - Grant Deed

Mornington Peninsula Shire Council
and

##

Interstate office
Sydney

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Advoc network - www.advoc.com

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Grant Deed

Details

Parties	Mornington Peninsula Shire Council and the Grantee	
MPSC	Name	Mornington Peninsula Shire Council ("MPSC")
	ABN	##
	Address	90 Besgrove Street, Rosebud, Victoria, 3939
	Telephone	1300 850 600
	Fax	03 5986 6696
	Attention	Chief Executive Officer
Grantee	Name	("Grantee")
	Incorporated in	
	ABN/ACN	
	Address	
	Telephone	
	Fax	
	Attention	
Recitals	A	The Grantee has agreed to participate in a Community Capital Project with MPSC, under which it will be entitled to a Grant.
	B	MPSC has agreed to provide the Grant to the Grantee.
	C	The Grantee agrees to accept the Grant upon the terms and conditions set out in this Deed.
Date of Deed	See Signing page	

General Terms

1 Definitions

1.1 Definitions

In this Deed unless the contrary intention is expressed:

"Agreed Period" means the period agreed by the Parties specified in Item 3 of the Schedule;

"Business Day" means any day on which authorised deposit-taking institutions, as defined in the *Banking Act 1959* (Cth), are open for business in Melbourne;

"Deed" means this deed and all its schedules and annexures;

"Grant" means the grant made under clause 3 and specified in Item 2 of the Schedule;

"Grantee" includes its officers, employees, authorised sub-contractors, agents, successors and permitted assigns;

"Project" means the project specified in Item 1 of the Schedule;

"Special Conditions" means the conditions in Item 4 of the Schedule, which are to be construed as being part of this Deed.

2 Grant

2.1 Provision of Grant

Subject to the terms of this Deed, MPSC will provide the Grantee with the Grant.

2.2 Grant payment

The Grant:

- (a) is subject to the Grantee first providing MPSC with a valid tax invoice or, if the Grantee is a not for profit organisation and is not registered for GST, with an invoice to the MPSC's satisfaction; and
- (b) will be paid in accordance with Item 2 of the Schedule.

2.3 Trust Account

- (a) The Grantee must, if required by MPSC to do so, pay the Grant into a Grant Trust Account, established as a trust account with a bank, exclusively to receive and disburse the Grant. MPSC will not advance any part of the Grant until the Grantee has given MPSC written details of the Grant Trust Account, to MPSC's satisfaction.
- (b) The Grantee must maintain a thorough and complete audit trail of receipt and expenditure of the Grant through the Grant Trust Account.

3 Conditions of Grant

3.1 Grant Conditions

The Grantee:

- (a) must use the Grant only for the Project described in Item 1 of the Schedule;
- (b) agrees the Grant will only be available for the Agreed Period;
- (c) must complete the Project within the Agreed Period;
- (d) must undertake the Project with the degree of skill, care and diligence that is expected of a body undertaking the Project;
- (e) agrees MPSC is not obliged to reimburse expenditure on the Project incurred prior to the execution of this Deed;
- (f) must obtain MPSC's prior written approval for any changes to the Project, including material changes to the budget;
- (g) agrees that acceptance of the Grant does not commit MPSC to any future financial assistance to the Grantee; and
- (h) agrees that the Grant is subject to the Special Conditions.

3.2 Project report requirements

The Grantee:

- (a) must complete and provide to MPSC, at intervals reasonably determined and advised by MPSC, for the duration of the Agreed Period, a brief report detailing:
 - (i) Grant expenditure;
 - (ii) a description of the work completed on the Project; and
 - (iii) how the objectives of the Project have been met;
- (b) must complete and provide a final report on the Project to MPSC which must occur no later than sixty (60) days following the conclusion of the Agreed Period. The final report must contain but not be limited to:
 - (i) proof of eligible expenditure on the Project, including financial statements duly signed by the Grantee or, if the Grantee is a body corporate, then by an authorised officer and a registered company auditor, showing how the Grant was used;
 - (ii) outcomes of the Project; and
 - (iii) details on number of volunteers, employees and other personnel engaged in or utilised on the Project;
- (c) must provide any other information, report or statement that MPSC may reasonably require relating to the Project within a reasonable period of such request; and

- (d) agrees that any information to be provided by the Grantee under this Deed must be in a form acceptable to MPSC.

3.3 Obligations in relation to financial statements and Grant expenditure

The Grantee must:

- (a) maintain comprehensive and accurate accounts and records showing the use and expenditure of the Grant;
- (b) give the Auditor-General for Victoria or his nominee access to all financial statements and records about the use and expenditure of the Grant upon reasonable written notice first being given to the Grantee; and
- (c) participate, if requested by MPSC, in any relevant auditing of fund expenditure or funding evaluation program that may be undertaken.

4 Indemnities

4.1 Grantee Indemnifies MPSC

The Grantee indemnifies MPSC against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to, any or all of:

- (d) any breach by the Grantee of its obligations under this Deed; or
- (e) the Grantee carrying out the Project.

This indemnity does not operate to release MPSC from liability arising from, or attributable to, a wrongful (including negligent) act or omission of MPSC.

4.2 Nature of indemnities

The indemnities in this clause:

- (a) are continuing obligations of the Grantee, separate and independent from any other obligations; and
- (b) survive the expiry or earlier termination of this Deed.

5 Goods and Services Tax

5.1 Grant includes GST

Subject to any other provision of this Deed expressing a contrary intention, the Grant includes GST for taxable supplies provided by the Grantee to MPSC under this Deed.

5.2 Liability for GST

Subject to any other provision of this Deed expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for a supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

5.3 Tax invoice

A party making a taxable supply under this Deed must give the recipient a tax invoice for the taxable supply when that supply is made.

5.4 Terms defined in the GST Act

In this clause and clause 3.2 "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* and the terms used have the meanings as defined in the GST Act.

6 Repayment of Grant

6.1 Repayment of Grant

If the Grantee:

- (a) fails to apply the Grant or any part of the Grant for the purpose of the Project;
- (b) provides incorrect or misleading information, fails to perform or observe any of its obligations under this Deed or fails to comply with the terms of this Deed,

or

- (c) if this Deed is terminated in accordance with clause 7;

then the Grant or any part of the Grant, as the case may be, will, at the option of MPSC, become immediately due and repayable to MPSC within (20) Business Days of the Grantee receiving a written notice of demand from MPSC together with interest (unless otherwise agreed in writing by MPSC) to apply on such amount at the Interest Rate from the conclusion of the said twenty (20) Business Day period until date of payment.

6.2 Overpayment

The Grantee must repay the Grant, or the relevant part of it, in any of the circumstances set out below:

- (a) MPSC overpays the Grantee;
- (b) the Grantee incorrectly claims an amount from MPSC; and
- (c) the Grantee spends an amount other than in accordance with this Deed.

An amount due under this clause must be repaid within twenty (20) Business Days after MPSC gives the Grantee notice in writing. MPSC can recover all or any of the amount by deducting it from subsequent amounts due under this Deed.

7 Termination

7.1 Termination by MPSC

MPSC may terminate this Deed immediately, by giving written notice to the Grantee if:

- (a) in MPSC's sole opinion the Grantee:
 - (i) provides incorrect or misleading information;
 - (ii) fails to perform or observe any of its obligations under this Deed; or
 - (iii) fails to comply with the terms of this Deed;
- (b) in MPSC's sole opinion the Project is subject to public controversy likely to be detrimental to MPSC;
- (c) in MPSC's sole opinion the Project has not commenced within six (6) months of the date of this Deed;
- (d) an order is made, or a resolution is passed, winding up the Grantee;
- (e) a receiver and manager, a provisional liquidator or administrator is appointed over all or any part of the Grantee's assets;
- (f) the Grantee convenes a meeting or enters or proposes to enter into any arrangements or composition with its creditors;
- (g) a mortgagee of the Grantee's property takes possession of any of that property;
- (h) the Grantee ceases or threatens to cease to carry on its activities, becomes insolvent, or commits an act of bankruptcy or act of insolvency.

7.2 Reservations on Termination

Should MPSC terminate this Deed under clause 7.1, it reserves the right to terminate any future grant payments and demand repayment of any monies disbursed, in part or in full, in accordance with clause 6.

8 Notices

8.1 How to give a notice

A notice, demand or other communication to be given or made under or pursuant to this Deed must be in writing and addressed to the receiving party at the address for that party specified in Item 5 of the Schedule.

8.2 How to serve a notice

A notice, demand or other communication is taken to have been duly served:

- (a) in the case of hand delivery – when delivered;
- (b) if sent by prepaid post – on the third business day after the date of posting;

- (c) if sent by facsimile transmission (provided that the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the notice) – upon completion of sending if completion is within ordinary business hours in the place where the Grantee's facsimile machine is located but if not then at 9.00 am on the next business day in that place.

9 Governing Law

9.1 Law of Victoria

The law of Victoria governs this Deed and the parties irrevocably and unconditionally submit to the jurisdiction of the Courts of Victoria.

Signing Page

Dated:

2011

Signed, Sealed and Delivered for and on
behalf of **Mornington Peninsula Shire**
Council by ###, in the presence of:

)
)
)
)

.....
Signature of witness

Grantee

Signed, Seal and Delivered for and on behalf
of the Grantee by ##, in the presence of:

)
)
)

.....
Signature of witness

Schedule 1

Item 1. The Project

Item 2. Grant Payment

Item 3. Agreed Period

Item 4. Special Conditions

Item 5. Addresses for Delivery of Notices

5.1 MPSC

As in the Details

5.2 The Grantee

As in the Details