



Coastwest Grant Funding Agreement

2023XX XXXX Dune Stabilisation and Access Control
XXXXX Coastcare and City of XXXXXXXX

THIS GRANT AGREEMENT is made on

BETWEEN:

The Western Australian Planning Commission, a body corporate established in accordance with section 7 of the *Planning and Development Act 2005*

(the Commission)

and

XXXXX Coastcare (the Community Group)

And

City of XXXXXXXX (The Coastal Manager)

(together, the Applicants)

1. RECITALS

- A. The Commission has received funds from the Government of Western Australia for the specific purpose of funding projects designed to improve the condition and amenity of the coastal zone in Western Australia.
- B. The grants provided by the Commission provide a resource to assist in the implementation of existing coastal management plans through cooperative endeavours between the relevant coastal manager and community groups.
- C. The Applicants will receive funds from the Commission to undertake the Approved Project. The Applicants will also contribute in-kind to the Approved Project.
- D. The Commission has agreed to provide the grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context otherwise requires:

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

Applicants means both the XXXXX Coastcare and City of XXXXXXXX

Approved Project or **Project** means the Project or Approved Project set out in item 2 of Schedule 1.

Approved Purpose means the purpose for which the grant was given as set out in item 1 of Schedule 1.

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

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Coastal or **Coast** is as defined in the Statement of Planning Policy 2.6 State Coastal Planning Policy which applies to the coast throughout Western Australia, including sandy coasts, rocky coasts, mixed sandy and rocky coasts, coastal lowlands, and tidal reaches of inland waters; near shore marine waters, state waters; and all islands within the state lying seawards of the mainland.

The Coastal Manager means City of XXXXX, one of the Applicants.

Coastal Zone Management Coordinator means an officer of the Department of Planning, Lands and Heritage who assists the Commission with the administration of the Grant Funds.

Confidential Information includes but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Agreement, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which Party receiving the information from the other party ought to have known was confidential and includes all such information that may be in the possession of their employees and agents.

Commission means the Western Australian Planning Commission, a body corporate established in terms of section 7 of the *Planning and Development Act 2005*.

Commission's Representative means the Senior Project Officer for the Grant Program or any other Departmental Officer held out as a representative of the Commission.

The Community Group means XXXXX Coastcare, one of the Applicants

Department means the Department of Planning, Lands and Heritage

Financial records means invoices, receipts, bank statements, copies of cheques, and reconciliations of bank balances, receipts and expenditure.

Grant Funds means the amount or amounts specified in clause 4.

Parties mean the Commission and the Applicants to this Agreement.

Project Site means any land on which the Project is carried on.

2.2 Construction

Unless expressed to the contrary in this Agreement:

- a) words importing:

- i) the singular includes the plural and vice versa; and
 - ii) any gender includes the other genders;
- b) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- c) Headings do not affect the interpretation of this Agreement.
- d) a reference to:
- i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - ii) a person includes its legal personal representatives, successors and assigns;
 - iii) a party, clause, schedule or annexure are references to a party, clause, schedule or annexure of or to this Agreement;
 - iv) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - v) a right includes a benefit, remedy, discretion, authority or power;
 - vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - vii) provisions or terms of this Agreement or another document, agreement understanding or arrangement include a reference to both express and implied provisions and terms;
 - viii) time is to local time in Perth;
 - ix) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - x) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
 - xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email transmission.

3. JURISDICTION

- a) This Agreement is a legal instrument enforceable in any court of competent jurisdiction in Western Australia.

4. PAYMENT OF GRANT FUNDS

- a) The Grant Funds are in the sum of \$38,000.00 (thirty-eight thousand dollars) (exclusive of GST).
- b) Subject to the terms and conditions of this Agreement, the Commission will pay to the Applicants the Grant Funds in the amounts set out in Column 3 of Schedule 2, upon the Applicants reaching the relevant milestones identified in Column 1 of Schedule 2

and providing to the Commission's satisfaction a sufficiently detailed written report confirming completion of each milestone.

- c) The Applicant named in Item 4 of Schedule 1 will receive the Grant Funds in accordance with this clause.

5. GENERAL OBLIGATIONS OF APPLICANT

5.1 Use of Grant Funds

- a) The Applicants shall use the Grant Funds solely for the Approved Purpose and undertaking the Approved Project.

5.2 Notification of receipt of Other Funds

- a) The Applicants shall immediately notify the Commission if funding is received for any aspect of the Project from any other source, in which case the Commission reserves the right to revoke or reduce the Grant Funds.
- b) Where the Commission revokes or reduces the Grant Funds under 5.2(a) the Applicants shall return the Funds or any part of the Funds to the Commission within twenty (20) business days of a formal request from the Commission.

5.3 Repayment in Circumstances of No Default

- a) Any unexpended Grant Funds that remain (including interest received) at the end of the Approved Project are to be repaid to the Commission within forty (40) business days of the Commission requesting the Grant Funds in writing.

5.4 No Variation to the Approved Project without Commission Approval

- a) The Applicants shall not make any variations to the Approved Project without the prior written consent of the Commission.
- b) Any proposed variation to the Approved Project shall be submitted to the Commission for its consideration through a Coastwest Project variation application, provided by the State Coastal Zone Management Coordinator.

5.5 No Endorsement by the Commission

- a) The Applicants acknowledges that nothing in this Agreement constitutes an endorsement by the Commission of any deliverables or outcomes produced by the Applicants.

5.6 Acknowledgement of Commission

- a) If requested, the Applicants shall acknowledge the Commission's contribution to the Approved Project.

5.7 Requests for Information

- a) The Applicants shall provide the Commission with any documents or information relating to this Agreement or the Approved Project within ten (10) business days of receiving such a request from the Commission.

5.8 General Undertakings of Applicants

The Applicants shall:

- a) At all times duly perform and observe their obligations under this Agreement and promptly inform the Commission of any occurrence which might adversely affect their ability to do so in a material way;
- b) Undertake their responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- c) Not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of their rights, entitlements and powers or obligations under this Agreement;
- d) Comply with all State and Commonwealth laws, rules, regulations and by-laws;
- e) Cooperate fully with the Commission in the administration of this Agreement;
- f) Upon reasonable notice, provide the Commission or its agents, with access at any reasonable time and from time to time to their premises, records, other documents, equipment and other property for the purpose of audit and inspection by the Commission in order to verify compliance by the Applicants with this Agreement;
- g) Upon reasonable notice, provide the Commission or its agents with access to the Project Site to ensure the Project is being undertaken as per the project plan and to verify compliance by the Applicants with this Agreement;
- h) Obtain any relevant project approvals, permits or consents required under any applicable legislative regime (including, but not limited to, approvals required under the *Planning and Development Act 2005*, the *Environmental Protection Act 1986*, The *Aboriginal Heritage Act 1972*, the *Heritage Act 2018*, *Building Act 2011* and any applicable codes) and ensure that safety standards are met.

6. SPECIFIC OBLIGATIONS OF THE APPLICANTS

6.1 Commencing, Undertaking and Completing the Project

- a) Within twenty (20) business days of payment of the first instalment of the Grant Funds, the Applicants must commence work on the Project.
- b) The Applicants must undertake the Project in accordance with the program set out in Item 2 of Schedule 1.
- c) The Applicants must complete the Project within 12 months of the date of execution of this Agreement.

6.2 On-ground Works

- a) In performing the works required to undertake the Project the Applicants shall:
 - i) use indigenous plant species in all revegetation works,
 - ii) ensure that all ground works undertaken shall enhance the environmental and heritage condition of the Project Site; and

- iii) maintain the Project Site in a tidy condition throughout the duration of the Project.

6.3 Publicity

The Applicants shall:

- a) seek prior approval from the Commission for all press releases and public announcements relating to the award of the Grant and use of the Grant Funds.
- b) ensure that all media articles pertaining to the Project acknowledge Coastwest funding of the Project.

6.4 Monitoring and Maintenance

- a) After completion of the Project, the Applicants shall monitor the Project Site and maintain, or cause for it to be maintained, in good condition for a period of 12 months
- b) The costs of any maintenance works or activities are not to be met from the Grant Funds.

6.5 Accounts and Reporting

- a) The Applicants are to provide reports, in accordance with the standards and at the times and in the manner specified in Schedule 3.
- b) The Applicants are to keep proper financial records in accordance with generally accepted accounting principles and practices.
- c) All financial records are to be kept by the Applicants for seven (7) years.

7. OTHER CONDITIONS

- a) The Special Conditions in Item 3 of the Schedule 1 apply to the provision of the Grant Funds for the Project.

8. LICENCE

- a) The Applicants agrees to grant to the Commission, and to the Crown in right of the State, a permanent, non-transferable non-exclusive royalty-free licence to use, reproduce, adapt, commercialise, exploit and disseminate data, information, photographs, artistic design or intellectual property produced as part of the Project.
- b) The Applicants agrees that any disposal, sale or transfer in any way of any part of the intellectual property in any materials produced as part of the Project shall be subject to the licence granted in sub-clause 8 (a) above.

9. LIMITATION OF LIABILITY AND IDEMNITY

- a) The Commission does not accept any responsibility or liability for the success or otherwise of the Project and is not liable for any losses which may be suffered by one or both of the Applicants in undertaking the Project.
- b) The Applicants shall at all times indemnify the Commission and the State and all its officers and agents against all losses, damages or legal claims incurred as a result of the conduct of one or both of the Applicants, or any person employed by either Applicant.

- c) The Indemnity referred to in this clause survives the expiration or termination of this Agreement.

10. LIABILITY FOR INSURANCE

- a) The Applicants warrant that they have adequate and appropriate public liability insurance and any other relevant insurance cover for the Approved Project activities and for their indemnity obligations.
- b) If requested by the Commission or the Commission's Representative, the Applicants shall provide a copy of all policies, certificates of currency and receipts for premiums in connection with all insurance cover referred to above.

11. AGENCY

- a) This Agreement does not establish an agency, employment or partnership relationship and the Applicants shall not hold itself out as an agent or representative of the Commission or the State.

12. CAPITAL EQUIPMENT

- a) The Grant Funds shall not be used for the purchase of capital equipment, unless expressly authorised by the Commission in writing.

13. SKILLS TO CARRY OUT THE PROJECT AND WARRANTIES

- a) The Applicants warrant that their employees, agents and contractors are competent and have all the necessary skill, training and qualifications to carry out the Project.
- b) The Applicants shall at all times ensure the Project is performed and carried out in a conscientious, expeditious and professional manner by all persons involved in the Project.
- c) The Applicants shall ensure and warrant that all persons involved in the Project shall strictly comply with all ethical codes and standards imposed by the appropriate professional bodies.
- d) The Applicants shall pay all costs of, and have responsibility for, all facilities, employees, contractors and consultants engaged or utilised by the Applicants in respect of the Project.

14. CONFIDENTIALITY

- a) The Applicants shall make no written or oral announcements or representations to anyone including the media regarding the amount of the Grant Funds provided by the Commission without the written authorisation of the Commission.
- b) The Parties shall treat as confidential any Confidential Information and will not disclose this information to any person other than its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- i) they were employed or engaged to discharge; and
- ii) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement;

unless:

- a. required to do so under or pursuant to a provision of a statute, regulation, by-law or ordinance in operation in Australia from time to time; or
 - b. required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.
- c) The Applicants agree that they will ensure that their officers, employees, agents and legal and financial advisers comply with the obligations of confidentiality specified in this clause.

15. INDEPENDENT VERIFICATION OF REPORTS

- a) The Commission may request the Applicants, at the Applicants' cost, to engage an independent third party acceptable to the Commission to verify any information contained in any reports provided by the Applicants under the Agreement.
- b) The Applicants shall not pay such costs out of the Grant Funds.

16. DEFAULT AND TERMINATION

16.1 Event of Default

An Event of Default occurs if:

- a) The Commission believes that the Grant Funds or part of the Grant Funds are not being used for the Project;
- b) The Commission believes that the Grant Funds or part of the Grant Funds are not being used, or has not been applied with competence, efficiency and diligence;
- d) The Commission believes that an Applicant has spent or committed, or will spend or commit, all or part of the Grant Funds:
 - i) for a purpose or purposes inconsistent with or contrary to this Agreement and the Project;
 - ii) imprudently or in an unreasonable fashion having regard to the purpose of this Agreement; or
 - iii) on goods, services or goods and services for which an Applicant has paid or will pay a price which is unreasonably high;
- e) An Applicant is unable (including through insolvency) or unwilling to commence or continue work on the Project;

- f) An Applicant breaches this Agreement and does not completely rectify the breach within ten business days on receipt of a written notice from or on behalf of the Commission specifying the breach and calling upon the breach to be rectified;
- g) An Applicant breaches a provision of this Agreement, which breach cannot be completely rectified;
- h) An Applicant breaches or is likely to breach an Agreement it has with a third party which will or is likely to result in the Project being jeopardised or adversely affected;
- i) An Applicant enters or is likely to enter into an Agreement or arrangement with a third party which will or is likely to result in the Project being jeopardised or adversely affected, or this Agreement being breached;
- j) An Applicant does not promptly inform the Commission of any occurrence which may adversely affect the Project in a material way or the ability of the Applicant to deliver the Project;
- k) An Applicant does not act with integrity, good faith and probity in accordance with good corporate governance practices;
- l) An Applicant attempts to, sell, transfer, assign, mortgage, charge and otherwise dispose of or deal with any of its rights, entitlements and powers under this Agreement;
- m) An Applicant does not comply with all State or Commonwealth laws;
- n) An Applicant does not reasonably cooperate with the Commission in the administration of this Agreement; and
- o) An Applicant refuses upon reasonable notice, to provide the Commission or its agents, with access at any reasonable time and from time to time to the Applicant's Project Site, premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Commission in order to verify compliance by the Applicant with the Project and this Agreement.

16.2 Notification of Event of Default or potential Default

- a) If an Event of Default occurs, is considered by an Applicant as likely to occur or would be considered by a reasonable person as likely to occur, then that Applicant must immediately notify the Commission of the occurrence or likely occurrence.

16.3 Effect of Event of Default, or reasonable belief one may occur

- a) If an Event of Default occurs, the Commission may either:
 - i) terminate the Agreement by providing a further ten (10) business days' notice in writing to the Applicants of the Event of Default; or
 - ii) suspend payment of the Grant Funds until the Event of Default is remedied.
- b) If the Commission has reasonable grounds to believe that an Event of Default is likely to occur, the Commission may reduce or suspend Grant Funds for the Project.

16.4 Repayment of Funds in circumstances of Default

- a) Where an Applicant is issued with a notice of termination of this Agreement, the Applicants:
 - i) may use those portions of the Grant Funds already received which are necessary to meet commitments properly incurred prior to the receipt of such notice;
 - ii) shall not incur any further commitments or make any further expenditure relating to the Project or this Agreement unless permitted in writing by the Commission to do so; and
 - iii) shall, within thirty (30) business days of the date of such notice, refund to the Commission with any interest all the Grant Funds which are unexpended and not subject to any properly incurred commitments.

16.5 Resumption of Grant Payments

- a) The Commission may, in its absolute discretion, recommence payment of the Grant Funds if and when the Event of Default is rectified.

17. GOODS AND SERVICES TAX (GST)

- a) In this part, the following definitions apply:
 - i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - iii) The terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- c) The obligation of the Commission to pay the GST on any supply by an Applicant under this Agreement is conditional upon the prior issue by the Applicant to the Commission of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- d) If the parties agree that the Commission will issue an Applicant with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - i) The Commission will issue a RCTI in respect of GST payable on the supply of the Project and the Applicant will not issue tax invoice in respect of that supply;
 - ii) The Applicant warrants that it is registered for the purposes of GST and the Applicant will notify the Commission or the Commission's Representative in writing if it ceases to be registered for the purposes of GST during the term of this Agreement;

- iii) The Commission warrants that it is registered for the purposes of GST and the Commission or the Commission's Representative will notify the Applicant in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
- iv) The Commission will indemnify and keep indemnified the Applicant for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Commission issues a RCTI under this Agreement.

18. NOTICES

Any notice or other communication that is given under this Agreement:

- a) Shall be in writing;
- b) May be given by an authorised officer of the Party giving notice;
- c) Shall be:
 - i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 6 of Schedule 1; or
 - ii) sent by email to the email address of the Party receiving the notice as set out in item 4 of Schedule 1.
- d) Subject to paragraph (e), is taken to be received:
 - i) in the case of hand delivery, on the date of delivery;
 - ii) in the case of post, on the third Business Day after posting; and
 - iii) in the case of email, on the date of transmission; and
- e) If received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

19. WAIVER

- a) No right under this Agreement shall be deemed to be waived, except by the party waiving the right issuing notice in writing to the other parties.
- b) A waiver by any party will not prejudice that party's rights in relation to any further breach of this Agreement by another party.
- c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to another party will not be construed as a waiver of any rights.

20. ENTIRE AGREEMENT

- a) This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

21. VARIATION OF THE AGREEMENT

- a) Any modification, amendment or other variation to this Agreement is only valid if made in writing duly executed by the Parties.

22. DISPUTE RESOLUTION

- a) The Parties, through their respective Chief Executive Officers (or delegate thereof), must use their best endeavours to resolve any dispute that arises between them.
- b) In this clause “best endeavours” means promptly doing every act, matter and thing which a prudent, determined and reasonable person, committed to resolving the dispute, would do.
- c) For the purpose of this clause, a dispute is taken to have arisen once one party gives written notice of it to another party.
- d) If a dispute remains unresolved within twenty (20) business days of it arising, then any party may proceed to enforce its rights at law.

23. DUTY

- a) If applicable, the Commission will pay any duty assessed as payable in respect of this Agreement.

24. JOINT AND SEVERAL LIABILITY

- a) Subject to the terms of this Agreement, the Applicants are jointly and severally liable to the Commission under this Agreement.

EXAMPLE ONLY

Executed by the Parties hereto:

For and on behalf of the Western Australian Planning Commission:

	David Caddy
Signature	Print full name of Authorised person

	Chairman
Date	Position of Authorised Person

Witness Signature	Print full name of Witness
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(Applicants should use common seal of a company or incorporated association, where appropriate).

For and on behalf of the XXXX Coastcare:

Signature of Authorised person	Print full name of Authorised person
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	Chief Executive Officer
Date	Position of Authorised Person

Witness Signature	Print full name of Witness
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For and on behalf of the City of XXXX:

Signature of Authorised person	Print full name of Authorised person
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	Chief Executive Officer
Date	Position of Authorised Person

Witness Signature	Print full name of Witness
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SCHEDULE 1

1. Approved Purpose of Grant

XXXXXX is an iconic part of XXXXX's coastline, subject to heavy recreational use, and prone to dynamic seasonal changes and erosive forces. . This project will increase dune stability and sand capture through a combination of access management, brushing, planting, and sand trapping fencing. The works are consistent with relevant State Planning Policies, and the local coastal planning strategy recommendations.

The Approved Project

This project consists of 3 distinct sites, plans for which have been prepared and are labelled as Site 1, Site 2, and Site 3. Similar techniques will be employed at each site and follow a similar schedule.

On-ground works includes:

- 1 - City of XXXXX staff and contractors to finalise the detailed site plans (in-kind);
- 2 - Local contractor to install sand-trap fencing - both heavy duty and hessian, as per finalised site plans;
- 3 - City of XXXXX staff to place and secure blocks at Site 2 as per finalised site plan;
- 4 - Local contractor to harvest and place brushing at sites in accordance with finalised site plans.
- 5 - Subject to Covid-19 restrictions in place when works are undertaken, there are opportunities to involve students from XXX TAFE in the brushing and planting. See Attachment 5.

The City will liaise with the XXXXX Aboriginal Corporation regarding involvement of local First Nations people in this project. An initial letter has been sent with project information and requesting consultation.

2.1 Project Plan

Project activity	Timing		Contributions (cash and in-kind)				
	Start Mth/Yr	Finish Mth/Yr	A Coastal Manager	B Community Group	C Other (Identify sources)	D Coastwest Funds Sought	E Total Costs
Consultation to Finalise site plans - in kind contribution XXXX, XXX (operations officer, planning officer) and XXXX Coastcare	09/2022	09/2022	\$250.00	\$100.00	\$100.00		\$450.00
SITE 1: Supply and install 100m of hessian sandtrap fencing	10/2022	12/2022	4,500.00				\$4,500.00
SITE 1: Supply and lay brushing (600m sq)	10/2022	12/2022				\$24,000.00	\$24,000.00
SITE 2: Supply 20 pre-cast concrete blocks 900x600x600	10/2022	12/2022	\$800.00				\$800.00
SITE 2: position and link 20 concrete blocks with welded chain links.	10/2022	12/2022	\$2,000.00				\$2,000.00
SITE 2: 750 plants (cell tray - local coastal species)	10/2022	11/2022	\$750.00				\$750.00
SITE 2: planting 750 plants - community planting day (TAFE, community)	05/2023	05/2023		\$1,500.00			\$1,500.00
SITE 2: boxthorn removal - inkind contribution XXX, community	10/2022	05/2023	\$5,000.00				\$5,000.00
SITE 2: site preparation - ripping or auger	10/2022	12/2022	\$2,000.00				\$2,000.00
SITE 3: supply and install 310m hessian sand trap fencing	10/2022	03/2023				\$14,000.00	\$14,000.00

SITE 3: heavy duty gates (x3)	01/2023	04/2023	\$12,000.00				\$12,000.00
Financial Audit	05/2023	05/2023	\$1,000.00				\$1,000.00
Project Management	07/2022	05/2023	\$1,000.00				\$1,000.00
Information signs (x3) - dune restoration	10/2022	03/2023	\$500.00				\$500.00
photo monitoring (3 sites 4x per year) added to current program	07/2022	5/2023	\$240.00				\$240.00
pre-start site visits and training	07/2022	09/2022			\$250.00		\$250.00
Aerial imagery and monitoring (TAFE students)	07/2022	05/2023		\$2,000.00			\$2,000.00
SITE 1: supply and install 50m Heavy Duty sand trap fencing	10/2022	12/2022	\$5,000.00				\$5,000.00
Total for each column (excluding GST):			\$35,040.00	\$3,600.00	\$350.00	\$38,000.00	\$76,990.00

1. Special Conditions of Grant

Quote: Please provide quotation to substantiate costs for the brushing and fencing.

2. Notice Addresses

a) **Commission:** Western Australian Planning Commission

Registered mail: Gordon Stephenson House, 140 William Street, Perth WA 6000

email: info@dph.wa.gov.au

b) **Applicant:** City of XXXXX

Registered mail:

Email:

c) **Applicant:** XXXXX Coastcare

Registered mail:

Email:

3. Applicant Receiving Grant Funds

a) City of XXXXX will receive the Grant Funds in accordance with clause 4.

SCHEDULE 2

Designated reporting dates will be confirmed on approval of overall project milestones.

Payments will be made on completion of the following milestones:

Milestone (column 1)	Grant % (column 2)	Instalment (column 3)
Commission execution of Funding Agreement	30	\$11,400.00
Approval of progress report	60	\$22,800.00
Approval of final report	10	\$3,800.00
Total	100% of funds	\$38,000.00

All amounts are GST exclusive.

SCHEDULE 3

1. Progress and Final Reports

- a) The Applicant responsible for providing Progress and Final reports will be City of XXXXX
- b) The Applicant shall submit any written progress report to the Commission in the form to be provided by the State Coastal Zone Management Coordinator for the Commission.
- c) The progress reports shall be provided at the following intervals during the project:
 - i. e.g. 6 months from payment of first funding instalment
 - ii. e.g. 12 Months from payment of first funding instalment
- d) The Applicant shall submit a written final report at twelve (12) months, and no later than thirteen (13) months, from receipt of the first funding instalment, or within four (4) weeks of completing the Project.

2. Financial Report

- a) The Applicant responsible for providing Financial Reports will be City of XXXXX
- b) The Applicant shall submit, within 20 business days of issuing the written final report, a financial statement that outlines how grant funds were spent and that is signed off using a statutory declaration by the project manager and a suitable person with relevant qualifications and experience that is independent of the project. In the event of any dispute between the parties regarding what constitutes a financial statement or a suitable person, the State Coastal Zone Management Coordinator will inform what is required.