

# CITY OF ARMADALE

## MINUTES

OF TECHNICAL SERVICES COMMITTEE HELD IN THE COMMITTEE ROOM,  
ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON MONDAY, 1  
MAY 2017 AT 5.30PM.

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**PRESENT:** Cr G Nixon (Chair)  
Cr G A Best  
Cr R Butterfield  
Cr C Frost  
Cr L Sargeson  
Cr D M Shaw (Deputy to Cr J A Stewart)

**APOLOGIES:** Cr K Busby (Leave of Absence)  
Cr M H Norman (Leave of Absence)  
Cr J A Stewart

**OBSERVERS:** Nil.

**IN ATTENDANCE:** Mr K Ketterer Executive Director Technical Services  
Mr G Davies Executive Manager Technical Services  
Mrs A Owen-Brown Minute Secretary

**PUBLIC:** Nil.

*“For details of Councillor Membership on this Committee, please refer to the City’s website  
– [www.armadale.wa.gov.au/your\\_council/councillors](http://www.armadale.wa.gov.au/your_council/councillors).”*

## **DISCLAIMER**

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The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings was not read as there were no members of the public present.

## **DECLARATION OF MEMBERS' INTERESTS**

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Cr Frost      Recommendation No - T37/5/17 - Parking Restrictions - Broome Street,  
Forrestdale

## **QUESTION TIME**

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Nil.

## **DEPUTATION**

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Nil.

## **CONFIRMATION OF MINUTES**

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### **RECOMMEND**

**Minutes of the Technical Services Committee Meeting held on 3 April 2017 be confirmed.**

**Moved Cr Sargeson**

**MOTION CARRIED**

**(6/0)**

## **ITEMS REFERRED FROM INFORMATION BULLETIN**

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- **Outstanding Matters and Information Items**

Various Items.

- **Monthly Departmental Reports**

Technical Services Works Programme.

*If any of the items listed above require clarification or a report for a decision of Council, this item to be raised for discussion at this juncture.*

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1 MAY 2017

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***1.1 - PARKS 2016/17 BUDGET AMENDMENT***

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WARD : ALL  
FILE No. : M/225/17  
DATE : 13 April 2017  
REF : MS/BS  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

**In Brief:**

- The request seeks to amend the 2016/17 allocated Parks Capital works budget resulting from savings on various projects, increased scope of works by exception and consolidation of various related project budgets.

**Recommend:**

- That Council approve the amendments to the Parks Capital Works 2016/17 Annual Budget as recommended.

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

**Strategic Implications**

2.2 Attractive and Functional Public Places

2.2.1 Deliver attractive and functional streetscapes, open spaces, City buildings and facilities

2.2.1.1 Deliver new and upgraded facilities that are multi-purpose where appropriate

2.3.1 Apply best practice design and construction methodologies for the provision of infrastructure

2.3.1.1 Implement a best practice project management approach to the planning and delivery of infrastructure

### **Legislation Implications**

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions).

### **Council Policy/Local Law Implications**

General assessment has not revealed any applicable Policies/Local Laws.

### **Budget/Financial Implications**

The request seeks to amend the 2016/17 financial year Parks Capital Works budget by reallocating funding of various approved projects or consolidating multiple project budgets. If accepted and approved, there is no overall budget implication.

### **Consultation**

- Inter Directorate.
- Intra Directorate.
- Parks and Leisure Australia.

## **BACKGROUND**

The 2016/17 budget provisions for Parks Capital works includes a number of projects where, after the completion of design works or due to other sources of funding being available, the budgeted funding has been demonstrated to be either insufficient or in some cases not fully required. These details were unavailable at the time of the City's mid-year review of budget and therefore unable to be included for mid-year budget review considerations.

This has resulted in the requirement to request approval for the reallocation of funding through budget amendments on a number of projects.

This report details each of these projects, their funding requirements and estimated costs with recommended budget amendments to provide funding of these projects in order to facilitate completion.

## DETAILS OF PROPOSAL

### Request 1 - John Dunn Dog Park

A budget allocation of \$156,800 has been made in the 2016/17 budget for Master Plan Implementation at John Dunn Memorial Park for the provision of the City's first off-leash dog exercise area and basic car parking.

The original project budget estimate was included in the Parks 5 Year Forward Plan prior to the development of a concept design being undertaken and the completion of the Sporting and Community Hubs John Dunn Master Plan. This project at the time was costed at \$105,000 for dog park works and was costed based on some early community requests for a simple enclosed and grassed off-leash dog area at an undetermined location.

More recently the project was brought forward into the 2016/17 Parks budget as a result of new funding (\$156,800) becoming available through the POS Strategy Precinct A proceeds of land sales to be reinvested in POS upgrades.

As part of the Sporting and Community Hubs Master Planning process, John Dunn Memorial Park was identified as a key location for a dog park facility.

Upon Council approval on 14 November 2016 for funding of a dedicated dog park/facility, detailed site analysis and concept design at the John Dunn Park location commenced. Consideration was given to the site's opportunities in terms of space, existing infrastructure and development opportunities and coincided with a review of other similar external dog park projects through engagement with other Local Government Authorities, the City's Ranger and Emergency Services and Community Planning departments to better inform the design process.

A summary of key items/lessons learnt through this process is contained within Attachment 3 (Refer Attachment 1.1.3).

A number of key essential items have been raised by the City's Ranger Services including the following:

- Three (3) separate fenced areas allowing separation of small, medium and large dogs.  
  
This also allows flexibility to maintain one area with two (2) remaining functional for holding scheduled dog activities in one area and the other areas for off-leash activities.
- A minimum fence height of 1.5m to reduce the risk of dogs jumping between fenced areas or outside of these areas.
- Signage will be required for each designated area outlining the use of these areas.
- There will be a requirement to remove John Dunn Memorial Park as a 'Prohibited Area, to reclassify the 'Dog Off-Leash Facility'. This will form the basis of a separate report to Council at a later date.

Given the Community's desire for such facility and the learnings from the other Local Government Authorities, the essential design elements are listed below with additional information contained with Attachment 4 (Refer Attachment 1.1.4):

- Three separate 1.5m high fenced dog areas, with double gated entry per area
- Maintenance access gates
- Signage
- Connecting footpaths
- Dog agility
- Shade sail (1 per area)
- Drink fountain (1 per area)
- Bin (1 per area)
- Irrigated turf
- Irrigated trees
- Irrigated shrub planting
- Retention of existing trees
- Sand pit and mulch only areas for dog play
- Location and size was as determined in the John Dunn Masterplan

More recently a petition signed by 469 petitioners was presented at the Ordinary Council Meeting of 27 February 2017, the prayer of which requested that Council create an off-leash, fully fenced dog park.

The petition outlined a number of reasons a dog park will benefit the community as a whole:

1. There is no public enclosed off-leash dog park in our area to accommodate controlled and safe off-leash dog activities.
2. The park would reduce incidences of unwanted dog-human or dog-dog interactions.
3. Regular socialisation promotes calmer, better behaved dogs.
4. Leashes can negatively affect a dog's confidence when meeting other dogs, leading to unpredictable behaviours.
5. The park would increase opportunities for residents to interact and promote a sense of community.
6. The City would use the park to promote and educate the community on responsible dog ownership.

The petition also outlined a number of features the community would like to see in the park. This list has been reviewed internally, against the John Dunn Memorial Park Masterplan, in liaison with Ranger Services, Community Planning and Park Services, and against information the City Officers have obtained from other Local Governments and Professional bodies (eg. Parks and Leisure Australia).

The City finds the following items requested in the petition not achievable:

- **Size (at least 2 acres or 8,000sq.m):**  
This is beyond the extent approved within the John Dunn Memorial Park Masterplan and beyond budget constraints.

The City reviewed the size of other off-leash dog facilities in other Local Government Areas and has prepared a size comparison diagram (Refer Attachment 1.1.5).

The City finds the following items requested in the petition achievable within the Preferred Concept design:

- **Two separate areas:**  
The City has reviewed this internally and three separate areas are proposed. This is to meet Ranger Services requirements regarding dog zones (most likely small, medium and large) and will allow greater flexibility in regard to ongoing maintenance and scheduled dog activities.
- **Areas to be fenced with double gated entry:**  
The City has reviewed this and designed a 1.5m high perimeter fence with double gated entry to each separate area. A maintenance access gate to each area has been included, with pedestrian gates allowing access between the areas.
- **Adequate shade, water points and seating within the enclosure:**  
The City has accommodated one shade sail and drink fountain per area. There are a number of seating opportunities located within each enclosure.
- **Bio-degradable ‘Pooch Pouches’ at the entrance of the Dog Park:**  
The City has accommodated one bin enclosure with standard dog bags per area.
- **Adequate and suitable parking, public amenities and children’s play area:**  
An off-leash dog park was approved as part of the John Dunn Memorial Park Masterplan. John Dunn Memorial Park has existing parking facilities and children’s play area.
- **An adequate residential buffer so as to not impact on or disadvantage surrounding households:**  
An off-leash dog park was approved as part of the John Dunn Memorial Park Masterplan. The location is adjacent to an industrial zone to the west and a residential area to the south. There are existing trees buffering the dog park to the current residents on the southern side.
- **Not to conflict with other uses of or activities in the area and be free to use:**  
An off-leash dog park was approved as part of the John Dunn Memorial Park Masterplan. The dog park location was considered in line with the other park functions including existing scheduled sports and potential future BMX facility and community garden.

The petition outlined an extensive list of design requirements, the majority of which aligned with the City’s learnings from other Local Government Authorities and Professional bodies (eg. Parks and Leisure Australia).

These elements and learnings were extensively considered as part of the recent design process and formed a timely and valuable insight into the community's expectations for the types of equipment and elements required for such infrastructure projects. A revised more dynamic and interesting upscaled dog park design outcome has been proposed as the preferred concept (Attachment 1.1.1) based on the full funding allocation of \$314,300 being approved.

An alternative lower grade basic concept plan has been tabled which includes park elements that can be accommodated on the existing budget allocation \$156,800 (basic concept design - Attachment 1.1.2).

This alternative option is not recommended due to the evident misalignment with community expectation and very limited approach in provision of fit for purpose infrastructure within the dog park when compared with the preferred design (Attachment 1.1.1) These limitations are not restricted to reduced boundary fencing heights, areas of separation, drink fountains, seating, shade, agility equipment, sand pit and irrigated grassed areas.

Should Council approve the non-preferred option, which excludes significant infrastructure elements, it is anticipated that there will be reduced community acceptance of the dog park and may trigger ongoing community infrastructure requests and criticism of the design and infrastructure would be anticipated. Requests for installation in future years will impact Parks budget allocations and increase pressure on existing forecasted projects.

A provision of \$120,000 has been allocated in the 2016/17 budget for the renewal of the William Skeet Oval Irrigation System. This project was initiated and irrigation design undertaken (at a cost of \$2,500), however was subsequently postponed due to an opportunity to fund this project as part of a major oval upgrade of the site through Development Contribution Plan (DCP) No.3, item 8a William Skeet Oval Upgrade.

This DCP approved William Skeet oval upgrade includes the provision of new turf surface, irrigation system and lighting system, thus no longer requiring the Municipal funding attached to the irrigation system renewal in the 2016/17 budget.

This provides the City with the opportunity to increase the John Dunn Memorial Park Dog Park scope of works in line with the community's expectations for the types of equipment and elements required for such infrastructure projects and the delivery of a more dynamic and interesting upscaled off-leash dog park outcome.

In summary, this request seeks to increase the 2016/17 John Dunn Memorial Park Master Planning Implementation budget from \$156,800 to \$314,300 (an increase of \$157,500) by firstly reallocating the \$117,500 balance of the William Skeet Oval Irrigation Renewal budget and secondly utilising government grant funds of \$40,000.

### **Request 2 - Grovelands Drive Playground Renewal/Champion Lakes Beach Playground New**

A provision of \$25,000 exists in the 2016/17 budget for the construction of what was proposed as a new basic but small playground adjacent to the toilet facility at the Champion Lakes beach area.

Detailed site analysis, as part of the playground concept and detailed design process, highlighted the proposed location on the grass bank area was not conducive to the best possible playground design outcome in line with the City’s Playground Strategy and Parks Facilities Strategy and an improved, less constrained location to the east of the carpark was identified (concept design - Attachment 1.1.2).

This new site provides the opportunity to design and construct a more diverse, dynamic and accessible nature play style playground vastly improving the distribution, style and scale of playgrounds through the Camillo area.

A provision of \$25,000 exists in the 2016/17 budget for the renewal of the Grovelands Drive Playground. This playground was however extensively upgraded in the 2014/15 financial year to the consideration of \$57,000 as part of the Public Open Space Strategy Precinct A and was inadvertently again included in the 2016/17 capital works budget.

The request seeks to amend the 2016/17 Champion Lakes Beach and Interpretive Play Facilities New budget to \$50,000 utilising the Grovelands Drive Playground Renewal funding allocation.

**Request 3 - Gwynne Park Groundwater Resources Exploration and Equipment**

Over the 2014/15 and 2015/16 budgets, funding allocations were approved for the drilling of multiple groundwater bores and construction of associated storage and electrical infrastructure. The ongoing and limited success of exploration for groundwater has meant multiple different exploration and infrastructure budgets have been carried forward over recent years resulting in a number of fragmented budget allocations for related works on the same site.

This request seeks to amend Gwynne Park Water Facilities Renewal budget (Bores and Tank) \$45,700 to \$79,200 by consolidating this initial allocation with the Gwynne Park Water features (\$33,500) allocation.

**Request 4 - Memorial Park Playground Upgrade**

Over the 2014/15 and 2015/16 budgets, funding allocations were approved for various playground and softfall upgrades in Memorial Park and Minnowarra Park.

These projects are now complete, resulting in a balance of funds remaining as detailed in the table below, that provides the opportunity to increase the scope of works as part of the main playground renewal at Memorial Park.

This request seeks to amend the 2016/17 Memorial Park Playground Renewal budget from \$200,000 to \$296,800 by consolidating the following budgets into the one main playground upgrade project currently under detailed design and, if approved, subject to advertising by public tender in May 2017, ie:

<b>Budgeted Works</b>	<b>Current Budget</b>	<b>Current Expenses</b>	<b>Budget Balance</b>
Memorial Park Softfall Upgrade	29,300	0	29,300
Memorial Park Pathways Renewal	40,000	0	40,000
Minnowarra Park Softfall Upgrade (YAA Skate park)	40,000	12,500	27,500
<b>Total</b>	<b>109,300</b>	<b>12,500</b>	<b>96,800</b>

**Summary Table of recommended budget amendments:**

<b>Project</b>	<b>2016/17 Budget Provision</b>	<b>Recommended Revised 2016/17 Provision</b>	<b>Comment</b>
John Dunn Memorial Park Dog Park	\$156,800	\$314,300	Estimated cost based on revised design accommodating contemporary dog park elements. Additional funding sourced from: <ul style="list-style-type: none"> <li>▪ \$40,000 grant funds</li> <li>▪ \$117,450 from William Skeet Oval Irrigation provision</li> </ul>
William Skeet Oval Irrigation	\$117,500	Nil	Reallocated to John Dunn Dog Park
Champion Lakes Beach Playground	\$25,000	\$50,000	Amended and greater scope of work including nature play elements, embankment slide, shelter and drink fountain.
Grovelands Drive Playground	\$25,000	Nil	Already upgraded in 2014/15 through POS Strategy Precinct A funding. Reallocate to Champion Lakes Beach Playground.
Gwynne Park Water Facilities	\$45,700	\$79,200	Amended and consolidation of related budgets.
Gwynne Park Water Features	\$33,500	Nil	Allocate balance \$33,500 to Gwynne Park Water Facilities
Memorial Park Playground	\$200,000	\$296,800	Amended and consolidation of related budgets.
Memorial Park Softfall Upgrade	\$29,300	Nil-Complete	Transfer balance to Memorial Park Playground Renewal
Minnawarra Park Softfall Upgrade (YAA Skate park)	\$27,500	Nil-Complete	Transfer balance to Memorial Park Playground Renewal
Memorial Park Pathways Renewal	\$40,000	Nil-Pending	Related project. Transfer to Memorial Park Playground Renewal

**CONCLUSION**

The City has a number of projects which have been identified for completion in the 2016/17 financial year and funding is available from current allocation savings and other sources of funding as detailed in this report. It is recommended that these available funds be redirected for the purposes of completing the implementation of the identified projects.

## ATTACHMENTS

1. Attachment 1 - John Dunn Memorial Park Off-Leash Dog Facility - Preferred
2. Attachment 2 - John Dunn Memorial Park Off-Leash Dog Facility - Basic
3. Attachment 3 - John Dunn Memorial Park Off-Leash Dog Facility - Research and Liaison
4. Attachment 4 - John Dunn Memorial Park Off-Leash Dog Facility - Essential Elements for a Successful Dog Park Facility
5. Attachment 5 - John Dunn Memorial Park Off-Leash Dog Park- Locations and Size Comparisons

### Committee Discussion

*Committee discussed the dog park at length particularly with regard to the budget amount and various aspects of the concept design. Committee also discussed the need for a management plan for the proposed park and suggested an amendment to part 1 of the Recommendation to include the agreement that it will be submitted in due course. Committee then agreed to amend point 1. of the Recommendation to include provision for a management plan to be considered at a future Technical Services Committee meeting and the Recommendation was amended as below.*

*Amendment:*

*That Part 1b be added as follows:*

*“That a Management Plan for the dog park be presented for consideration to a future Technical Services Committee meeting.”*

*Moved: Cr Frost*

*Seconded: Cr Nixon*

*CARRIED (6/0)*

## RECOMMEND

T36/5/17

**That Council pursuant to section 6.8 of the Local Government Act 1995:**

1. (a). **Approve the John Dunn Dog Park amended project expenditure budget from \$157,000 to \$315,000 and approve the following (self-balancing) budget amendments to the Parks Capital Works Budget to fund the works.**

### EXPENDITURE

#### **Increase:**

**John Dunn Memorial Park Dog Park \$157,500**

#### **Decrease:**

**William Skeet Oval Irrigation Renewal \$117,500**

### REVENUE

#### **Increase:**

**Parks Capital Contribution Revenue (Grant funding) \$40,000**

1.(b). That a Management Plan for the dog park be presented for consideration to a future Technical Services Committee meeting.

2. Approve the Champion Lakes Park Playground amended project expenditure budget from \$25,000 to \$50,000 and approve the following (self-balancing) budget amendments to the Parks Capital Works Budget to fund the works.

**EXPENDITURE**

**Increase:**

Champion Lakes Beach Interpretative Playground New \$25,000

**Decrease:**

Grovelands Drive Reserve Playgrounds Renewal \$25,000

3. Approve the Gwynne Park Water Facilities Renewal amended project expenditure budget from \$45,700 to \$79,200 and approve the following (self-balancing) budget amendments to the Parks Capital Works Budget to fund the works.

**EXPENDITURE**

**Increase:**

Gwynne Park Water Facilities Renewal \$33,500

**Decrease:**

Gwynne Park Water Features New \$33,500

4. Approve the Memorial Park Playground amended project expenditure budget from \$200,000 to \$296,800 and approve the following (self-balancing) budget amendments to the Parks Capital Works Budget to fund the works.

**EXPENDITURE**

**Increase:**

Memorial Park Playground Renewal \$96,800

**Decrease:**

Memorial Park Softfall Upgrade \$29,300

Minnawarra Park Softfall Upgrade (YAA Skate Park) \$27,500

Memorial Park Paving Upgrade \$40,000

**Absolute Majority Resolution Required**

**Moved Cr D M Shaw  
MOTION CARRIED**

**(6/0)**

## **2.1 - PARKING RESTRICTIONS - BROOME STREET, FORRESTDAL**

*Councillor Frost disclosed that she is a board member of the Forrestdale Primary School. As a consequence, she advised that there may be a perception on the basis of her non-financial interests that her impartiality on the matter may be affected, but declared that she would set aside this association, consider the matter on its merits and vote accordingly.*

WARD : LAKE  
FILE No. : M/158/17  
DATE : 10 March 2017  
REF : MC  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

### **In Brief:**

- The City has been notified of concerns regarding unsafe parking practices on the verge on Broome Street, Forrestdale opposite Forrestdale Primary School.
- The concerns have been investigated by the City and have been found to be substantiated. The installation of Parking Restriction measures is recommended as detailed in this report.

### **Recommend:**

- That Council approve the installation of parking restriction signage and yellow lines on Broome Street opposite Forrestdale Primary School, as shown on Proposed Parking Plan E17-07.

### **Tabled Items**

Nil.

### **Officer Interest Declaration**

Nil.

### **Strategic Implications**

1.2 Active community life that is safe and healthy

1.2.3 Encourage initiatives to improve perceptions of safety

1.2.3.1 Facilitate community safety partnerships and projects

1.2.3.2 Activate local spaces to improve local safety

### **Legislation Implications**

Assessment of legislation indicates that the following are applicable:

- Local Government Act 1995 – Schedule 9.1, Section 2.1
- Road Traffic Code 2000 Act 1975 – Various Sections

### **Council Policy/Local Law Implications**

General assessment of Policy/Local Law indicates that the following is applicable:

- Local Law relating to Parking Facilities

### **Budget/Financial Implications**

The proposed works can be accommodated within the 2016/17 Budget allocations.

### **Consultation**

- Intra Directorate.

## **BACKGROUND**

The City has been notified of concerns regarding cars parked unsafely on the verge on Broome Street, Forrestdale opposite Forrestdale Primary School. The concerns raised are specifically related to cars parking unsafely on the verge, creating a potential traffic hazard. The City is aware that there have been at least two 'near miss' incidents related to cars exiting a residential driveway on Broome Street in recent months.

Additionally, cars parking on the verge during school drop off and pick up times are using angle parking rather than parallel parking of the bays provided. Angle parking requires the vehicle to drive forward to park and to reverse to exit. In this instance, the angle used to park some vehicles would require the vehicle to be reversed into the flow of oncoming traffic when exiting the parking area.



Driveway directly opposite the school surrounded by cars

The verge on Broome Street directly across from the drop off and pick up points for children attending Forrestdale Primary School has an abundance of available on-road parking bays, however cars continue to park on the verge.

## COMMENT

An investigation of the current parking situation in Broome Street was conducted by the City. The investigation found there was a legitimate issue with parking congestion and recommends parking restrictions are introduced. Every site visit conducted during school drop off/pick up times revealed the verge on Broome Street to be full of randomly parked cars.

Parking Plan E17-07 (see Attachment 2.1.1) has been prepared to propose parking restrictions on the verge opposite Forrestdale Primary school. The parking restrictions are to be imposed during school drop off and pick up hours (7.30 - 9.00am and 2.30 - 4.00pm).

The attached plan shows new yellow lines that are to be painted and new signs installed on Broome Street to reinforce the 'no stopping' policy.



Verge opposite Forrestdale Primary School

## CONCLUSION

To deter usage of the verge opposite Forrestdale Primary School, the proposed parking restrictions as shown on Parking Plan E17-07 are recommended to ensure the current unacceptable parking practices stop and parking in the designated on-street parking bays on Broome Street can commence.

## ATTACHMENTS

1. Proposed Parking Plan E17-07-01 - Broome Street, Forrestdale

### Committee Discussion

*Committee briefly discussed the proposed parking plan in relation to the layout of the parking bays.*

## RECOMMEND

T37/5/17

**That Council approve the installation of parking restriction signage and yellow lines, as shown on Proposed Parking Plan E17-07, on Broome Street opposite Forrestdale Primary School.**

**Moved Cr C Frost  
MOTION CARRIED**

**(6/0)**

***3.1 - MEMORANDUM OF UNDERSTANDING BETWEEN ARMADALE GOSNELLS  
LANDCARE GROUP (INC), CITY OF ARMADADLE AND CITY OF GOSNELLS –  
ITEM WITHDRAWN***

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This item has been withdrawn and will be deferred a future Technical Services Committee Meeting.

**3.2 - PROGRESS REPORT - LANDFILL FLARING PROJECT AND CARBON  
OFFSETS STRATEGY**

WARD : ALL  
FILE No. : M/222/17  
DATE : 10 April 2017  
REF : MS/NB  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

**In Brief:**

- The City has generated a surplus of 7,673 tonnes of carbon above and beyond contractual requirements in relation to the flaring project. There are a number of options as to what can be done with these, including selling now on the voluntary market.
- A recommendation of the Corporate Greenhouse Action Plan states that the City should buy offsets to eliminate the impact of the building carbon footprint.
- Proceeds from the sale of the City's surplus carbon credits can be used to purchase lower cost offsets, with the difference invested in an expansion of the flaring system.
- Withholding from selling carbon credits until after the next audit in two years' time provides an effective measure to ensure that any risk of not delivering contractual obligations is addressed.

**Recommend:**

That Council:

1. Endorse the approach to withholding from selling surplus carbon credits at this stage

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

**Strategic Implications**

2.1 The natural environment is valued and conserved

2.1.4 Minimise the City’s carbon footprint

2.1.4.1 Deliver a business case for expansion of flaring infrastructure at the Hopkinson Road Landfill and Recycling facility

2.1.4.2 Implement the actions of the City’s Corporate Greenhouse Action Plan 2014/15 to 2019/20

**Legislation Implications**

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions).

**Council Policy/Local Law Implications**

General assessment has not revealed any applicable Policies/Local Laws.

**Budget/Financial Implications**

The adoption of the recommendation contained in this report has no financial implication.

**Consultation**

- Intra-directorate.

**BACKGROUND**

**The Landfill Flaring Project**

In May 2014, a flare was installed at the Hopkinson Road Landfill and Recycling facility. At this time, the initiative was formally registered as a project under the *Carbon Credits (Carbon Farming Initiative) Act 2011*. In February 2015, Council sanctioned the participation of the City in a reverse auction under the Emissions Reduction Fund (CS13/2/15):

*“Authorise participation in the Emissions Reduction Fund auction, facilitating the sale of carbon credits.”*

The bid was successful under the scheme. This meant that the City entered into a legal contract with the Federal government to sell carbon credits, associated with the flaring project. The delivery schedule for these credits is highlighted as follows:

**Table 1: Delivery Dates for Carbon Credits**

Contracted Quantity	Delivery Date*	Project Period*
19,430	20/3/2017	2 Years to 20/6/2016
19,430	20/3/2019	2 Years to 20/6/2018
19,430	20/3/2021	2 Years to 20/6/2020
9,715	20/4/2022	Period to 13/12/2021

\*There is a difference between the project period end date and the delivery date, enabling preparation and organisation of the audit.

For delivery to take place, the City must submit an ‘Offsets Report’ to the Federal government, highlighting the amount of carbon that has been abated by the project. This report must be accompanied by an audit report, concluding on whether the abatement claimed is reasonable. If more carbon is abated than contracted to be provided, this is not purchased by the Federal government (they are restricted to buying only the contracted amount). This remains as a surplus in the City’s account.

The audit for the project period ending 20 June 2016 has recently concluded. This was submitted to the Federal government, in conjunction with the City’s Offset Report. This highlighted that the flare abated 27,103 tonnes of carbon equivalent (tCO<sub>2</sub>-e), 7,673 tonnes in excess of the contracted amount. The Federal government has accepted the City’s Offset and Audit reports. Consequently, to date all contractual obligations have been met.

There are a number of options available to the City in relation to the surplus carbon credits. The purpose of this report is to highlight these and recommend an appropriate course of action.

### **Actions of the Corporate Greenhouse Action Plan**

In July 2014, Council endorsed the ‘2014/15 to 2019/20 Corporate Greenhouse Action Plan’ (the Plan). This included a target of a 19% per capita reduction in greenhouse gas emissions by 2020 relative to 2000 levels.

The disadvantage of selling carbon credits to the Federal government is that they may no longer be deducted from the City’s carbon footprint, or counted towards emissions reduction targets. This matter was addressed by a confidential Council item in May 2015 (the item was confidential as it included the City’s bid price under the Emissions Reduction Fund). This meeting resolved to replace the number of units sold by lower cost offsets, most likely from overseas sources. The difference or ‘profit’ arising from the difference between the City’s sale and purchase price was resolved to be allocated to an on-ground environmental project (the Wungong Project).

The purchase of compensating offsets for the initial two year project period has been completed. These have been sourced from a combination of a revegetation project in Queensland and a Wind Farm in India.

Hence, the City was still able to count the abatement from the flare towards its targets (as it was replaced on a 1 to 1 basis), but also invest in a local environmental initiative.

## **Buildings – Offsetting Strategy**

The Plan also included an action to:

*“Complete an exercise to formalise when and how offsets are to be used/purchased by the City of Armadale, including an indication of where they are to be sourced from. This should be presented to Council for consideration within three years of approval of the 2014/15 to 2019/20 Corporate Greenhouse Action Plan.”*

In relation to the replacement of carbon credits from the flaring project, Council has made a decision in this respect. However, the Plan also recommends to:

*“Continue to offset carbon emissions associated with the City’s contestable sites and also offset non contestable sites, depending on the price of carbon credits.”*

No offsets have yet been purchased in relation to buildings for the period covered by the Plan. This matter should not be considered in isolation, but in conjunction with surplus carbon credits produced by the flaring project. For example, an option may be to ‘retire’ these surplus credits and offset these against the building carbon footprint. Hence, the second purpose of this report is to discuss the approach to offsetting the building footprint.

## **COMMENT**

As highlighted above, the Flaring project has generated 7,673 tonnes in excess of the contracted amount. These are currently sitting dormant in the City’s account. There are a number of approaches that may be taken in relation to these, discussed below.

### **Option 1 - Sell 100% of Surplus to the Voluntary Market**

There are many Australian organisations that wish to voluntarily offset their carbon footprint, much in the same way the City has in the past. The price that could currently be achieved in the market for these is approximately \$8 to \$10 per tCO<sub>2</sub>-e (based on a recent quotation process).

Hence, selling the surplus of 7,673 would result in income of at least \$61,384. However, the City may decide to wait until the end of the project to sell this surplus. Furthermore, if the remaining project period (5 years) attracts a similar magnitude of surplus, a total of 26,856 would be available for sale ( $7/2 \times 7,673 = 26,856$ ). Assuming prices remain the same, this would result in income of at least \$214,848. However, it must be noted that there is no certainty over future levels of surplus, prices or demand.

Irrespective of when the units are sold, the income derived could be made available for an extension of the flaring infrastructure. This has the benefit of potentially resulting in more carbon credits available for sale. In addition, it will continue to suppress the City’s carbon footprint.

**Option 2 – Sell 100% to the Voluntary Market and Replace with Lower Cost Offsets for Building Footprint**

The City could opt to sell the credits on the voluntary market (see above). However, these could be replaced by lower cost overseas offsets (can currently be purchased for under a dollar). The difference between the assumed sales price and the cost of compensating credits is circa \$7 tCO<sub>2</sub>-e. This essentially constitutes a ‘profit’ for the City.

Note, the carbon footprint of buildings is approximately 2,500 tCO<sub>2</sub>-e per annum. Hence, assuming a sales price of \$8 per tonne and a purchase price for compensating offsets of \$1, the following income could be generated at this point, two years into the project:

Sale of credits	7,673 x \$8 = \$61,384
Purchase of replacement credits	5,000 x \$1 = (\$5,000)
<b>Residual amount remaining</b>	<b>= \$56,384</b>

If a constant rate of surplus is generated over the remainder of the project life, income levels are as follows:

Sale of credits	26,856 x \$8 = \$214,848
Purchase of replacement credits	17,500 x \$1 = (\$17,500)
<b>Residual amount remaining</b>	<b>= \$197,348</b>

As was the case in Option 1, the residual income could be made available for an extension of the flaring infrastructure.

**Option 3 - Retire Credits for Buildings Footprint and Sell the Surplus**

The City could give up credits free of charge at a quantity equivalent to the building carbon footprint. At this point in time, this would leave 2,673tCO<sub>2</sub>-e for sale (surplus of 7,673 less 5,000tCO<sub>2</sub>-e - two years’ worth of buildings carbon footprint). This would generate income of \$21,384 (2,673 x \$8).

Over the whole project term, this can be calculated as follows:

Total surplus	26,856
Retire 7 years of building footprint (17,500)	
<b>Residual Units Remaining</b>	<b>\$9,356</b>
<b>Residual Units @ \$8/tonne</b>	<b>\$74,848</b>

Again, any surplus funds could be used towards an extension of the flaring infrastructure.

## ANALYSIS

A summary of the financial implications of the options is provided in the following table:

Option	Revenue - Sell Now \$	Revenue - Sell at End of Project Period* \$	Buildings Footprint Offset?
Sell 100% of Surplus to the Voluntary Market	61,384	214,848	No
Sell 100% to the Voluntary Market and Replace with Lower Cost Offsets for Building Footprint	56,384	197,348	Yes
Retire Credits for Buildings Footprint and Sell the Surplus	21,384	74,848	Yes

\*Assumes that price of carbon credits remains the same and surplus continues to accrue at a similar rate

### Considering the Different Options

Option 1 maximises the level of income to the City. However, it does not address the requirements of the Corporate Greenhouse Action Plan. Hence, the carbon footprint of buildings will not be offset. This puts the targets of the Plan at risk. This is not the optimal approach.

Option 2 enables the action of the Plan to be addressed, and the carbon footprint associated with buildings to be offset. It also enables the City to receive a significant income in relation to carbon credits.

Option 3 enables the action of the Plan to be addressed. However, there is only likely to be a small surplus of funds remaining that could be put towards positive outcomes in the City.

Consequently, Option 2 is the preferred option.

### When Should Action be Taken?

There is no guarantee that the flare will continue to produce surplus carbon abatement. In fact, it is likely that flare output will decrease. Hence, the above figures represent maximum income figures.

It is highly unlikely that the flare output will fall to a level preventing the City from meeting its contractual obligations, but this does remain a risk. From this perspective, it is sensible to wait a further two years before taking any action in relation to selling surplus credits. At this point, the next audit report will be due and performance of the flare can be further evaluated. A decision can then be made to sell any surplus credits, or defer them to the end of the project period.

Furthermore, in two years' time the legislation governing companies with carbon shortfalls may be more mature. It may eventuate that Federally approved carbon abatement projects such as the City's, attract a premium price (in previous versions of legislation, shortfalls had to be made by the purchase of domestically produced credits). Hence, there is a potential benefit in waiting.

Finally, in two years the City will be five years into the six year Corporate Greenhouse Action Plan. It may eventuate that the flaring project and the offsetting of buildings may not be sufficient to reach the City's targets (for example, if flare efficiency drops and the system is not extended). Hence, a thorough assessment may also be made at this point in relation to the targets. It may well transpire that additional offsets are required to be purchased, above and beyond that required to eliminate the carbon footprint of buildings.

### **Overall Optimal Approach**

Option 2 is the preferred option, but should be deferred for re-assessment in two years' time, the point at which the next reporting period ends. This provides a sound basis for moving forward, addressing the key risks associated with the flaring project and associated contractual requirements.

### **OPTIONS**

Council could:

1. Endorse the approach to withholding from selling surplus carbon credits at this stage, and re-evaluate the situation in two years' time.
2. Not endorse the approach to withholding from selling surplus carbon credits at this stage, and re-evaluate the situation in two years' time.
3. Note that the current preferred approach to the sale of carbon credits is to reinvest the funds into the purchase of buildings offsets, with the residual amount used to expand the flaring infrastructure.

### **CONCLUSION**

The City has the option of selling surplus carbon credits, generated through the flaring project. They could be sold now, or at some point in the future. Given that the City has contractual obligations to meet with the Federal government, and that flared quantities may diminish, it is prudent to refrain from selling these at this point in time. A further evaluation can be performed in two years' time of the flare performance.

There is a recommendation in the Corporate Greenhouse Action Plan 2014/15 to 2019/20 to offset the carbon footprint of buildings. This has not yet been performed. There is an option to 'retire' surplus flaring credits against the building footprint. However, there are greater benefits in selling these and using lower cost overseas offsets against buildings. This enables the price difference to be invested in an expansion of the flaring infrastructure. This will provide both financial and environmental benefits.

Overall, the most prudent option is to do nothing at this stage and re-evaluate the situation in two years' time. Hence, the sale of carbon credits can be considered in conjunction with the building footprint and progress against the targets of the Corporate Greenhouse Action Plan.

Accordingly Options 1 and 3 are recommended.

**ATTACHMENTS**

There are no attachments for this report.

**RECOMMEND**

T38/5/17

**That Council:**

- 1. Endorse the approach to withholding from selling surplus carbon credits at this stage, and re-evaluate the situation in 2019.**

**Moved Cr Sargeson  
MOTION CARRIED**

**(6/0)**

**4.1 - TENDER 29/16 - SUPPLY AND INSTALLATION OF LANDSCAPE WORKS TO WARTON ROAD**

WARD : ALL  
FILE No. : M/226/17  
DATE : 13 April 2017  
REF : GC/MS  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

**In Brief:**

- Tender 29/16 was recently advertised for the supply and installation of Landscaping works to Warton Road.
- The Request for Tender seeks the provision of landscaping along a portion of Warton Road. Works include traffic management, supply and installation of paving, irrigation works, planting and mulching.

**Recommend:**

- That Council award the Tender 29/16 for the Supply and Installation of Landscape Works to Warton Road to Environmental Industries for a construction period of 8 weeks and a consolidation period of 2 years, commencing from 1 June 2017 to 28 June 2019 for the consideration of \$467,014.09 excluding GST.

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

**Strategic Implications**

2.2 Attractive and Functional Public Places

2.2.1 Deliver attractive and functional streetscapes, open spaces, City buildings and facilities

2.2.2 Protect and enhance the character of the City's spaces and places

### **Legislation Implications**

Assessment of legislation indicates that the following apply:

- Section 3.57 *Local Government Act 1995* – Tenders for providing goods or services
- Division 2 *Local Government (Functions and General) Regulations 1996* – Tenders for providing goods or services

### **Council Policy/Local Law Implications**

Assessment of Policy/Local Law indicates that the following is applicable:

- Council Policy ADM 19 – Procurement of Goods or Services

### **Budget/Financial Implications**

Costs associated with the acceptance of this tender can be accommodated in Council 2016/17 Budget allocations.

### **Consultation**

- Intra Directorate.

## **BACKGROUND**

Tender 29/16 - Warton Road Landscaping was advertised in the Saturday 25 March 2017 edition of the West Australian newspaper and in a notice which was displayed on the Administration Centre, Armadale, Kelmscott and Seville Grove Libraries public notice boards.

The works include the provision of all materials, labour, traffic management, equipment and cartage as indicated on the Drawings and as necessary for the due and proper completion of the works comprising of but not limited to the following:

- Preliminaries including site establishment, set-out survey, storing of materials off site, mobilisation and coordination of works
- Protection of existing infrastructure and vegetation
- Traffic management plan and traffic management as required
- Site preparation, including demolition, weed control, minor grading, disposal of unwanted waste removal including soil, final grading and soil cultivation as required
- Preparation of soil including the installation of soil conditioner and wetting agent as specified

- Supply and installation of Concrete Paving as noted on drawings and as specified
- Supply and installation of Brick Paving as noted on drawings and as specified
- Planting and staking of trees as noted on drawings and as specified
- Planting and mulching of shrubs and tubestock as noted on drawings and as specified
- Planting and mulching of transplanted grass trees as noted on drawings and as specified
- Design and extension of an automatic irrigation system in accordance with the City of Armadale Standard Specification for Irrigation System Design and Installation including under road boring as required
- Removal of all waste generated by the execution of the contract and making good any damage or defect to existing infrastructure or landscaping
- As constructed drawings in O-Spec, PDF and Autocad
- Complete after care, truck watering, maintenance and weed control up to and including a 104 week Consolidation Period

## DETAILS OF PROPOSAL

The City of Armadale invited tenders for the Warton Road Landscaping Works on Saturday, 25 March 2017.

### Analysis

The Request for Tender seeks the provision of the required goods and services for a construction period of eight (8) weeks and a consolidation period of two (2) years, commencing on 1 June 2017.

The tender closed at 2:00pm on Tuesday 11 April. Tenders were received from:

	<b>Tenderer's OR Respondent's Name</b>
<b>1.</b>	Environmental Industries
<b>2.</b>	Building Civil Landscapes (BCL)
<b>3.</b>	Frogmat
<b>4.</b>	LD Total
<b>5.</b>	Phase Three Landscaping
<b>6.</b>	Le Grove Landscaping
<b>7.</b>	Horizon West

One (1) non-conforming tender was received and was not assessed on the basis they did not satisfactorily meet the compliance criteria, namely the tenderer excluded specified items from their tender including temporary fencing, earthworks and spoil disposal costs amongst others. These excluded works are all deemed a necessary part of the landscape contract and as a result the submission from Frogmat could not be evaluated against other tender submissions received.

An evaluation process was undertaken having specific regard to the following Qualitative Criteria:

<b>Qualitative Criteria</b>	<b>Percentage Weighting</b>
Relevant Experience	20%
Key Personnel Skills and Experience	10%
Tenderer's Resources	15%
Demonstrated Understanding	25%
Price	30%

The ranking of the compliant tender submissions as determined by the evaluation panel is as follows:

<b>Company</b>	<b>Ranking</b>
Environmental Industries	1
Horizon West	2
Phase Three Landscaping	3
Building Civil Landscapes (BCL)	4
LD Total	5
Le Grove Landscaping	6

Based on the panel's evaluation, using a combination of the above qualitative criteria and price, the submission from Environmental Industries represents the most advantageous submission. It is therefore recommended this firm be selected as the City's preferred supplier for the supply and installation of landscaping works to Warton Road.

In consideration of each of the submitted tenderers performance against the evaluation criteria, the City's Parks Services Department confirm support for the appointment of Environmental Industries as the preferred tenderer on the basis of relevant experience, key personnel, tenderer's resources, demonstrated understanding and price.

## **CONCLUSION**

Tenders for the Supply and Installation of Landscape Works to Warton Road were recently invited with seven (7) submissions being received and six (6) submissions assessed by an evaluation panel against compliance and qualitative criteria.

The result was that the submission received from Environmental Industries represented the most advantageous tender to the City of Armadale.

The evaluation panel therefore recommends that the contract be awarded to Environmental Industries at a price of \$467,014.09 excluding GST for a construction period of eight (8) weeks and a consolidation period of two (2) years.

**ATTACHMENTS**

There are no attachments for this report.

**RECOMMEND**

T39/5/17

**That with Tender 29/16 for the Supply and Installation of Landscape Works to Warton Road, that Council award the tender to Environmental Industries for a construction period of eight (8) weeks followed by a consolidation period of two (2) years, commencing from 1 June 2017 to 28 June 2019 for the consideration of \$467,014.09 excluding GST.**

**Moved Cr C Frost  
MOTION CARRIED**

**(6/0)**

**4.2 - TENDER 3/17 - CLEANING SERVICES WITHIN CITY OF ARMADALE BUILDINGS**

WARD : ALL  
FILE No. : M/236/17  
DATE : 20 April 2017  
REF : AJ/AO  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

**In Brief:**

- Tender 3/17 was recently called for Cleaning Services within City of Armadale Buildings.
- Eighteen (18) conforming tenders and one alternative tender were received by the specified closing time.

**Recommend:**

That with Tender 3/17 - Cleaning Services within City of Armadale Buildings that Council:

1. Accept the tender from OCE Corporate for a period of three (3) years commencing from 1 July 2017, for the cost of \$449,670 excluding GST per annum.
2. Authorise the Chief Executive Officer to extend the contract for two (2) 12 month options subject to satisfactory performance by the contractor and price adjustment of CPI, as specified in the Request for Tender Special Conditions document clause 1.4 (c).

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

### **Strategic Implications**

#### 2.2 Attractive and Functional Public Places

- 2.2.1 Deliver attractive and functional streetscapes, open spaces, City buildings and facilities

#### 2.5 Quality Development Outcomes

- 2.5.2 Implement and administer the Building Act to meet community and building industry needs

- 2.5.2.1 Implement the City's Building Certification services efficiently

- 2.5.2.2 Deliver timely advice and action on building compliance matters

### **Legislation Implications**

Assessment of legislation indicates that the following apply:

- Section 3.57 *Local Government Act 1995* – Tenders for providing goods or services
- Division 2 *Local Government (Functions and General) Regulations 1996* – Tenders for providing goods or services

### **Council Policy/Local Law Implications**

Assessment of Policy/Local Law indicates that the following is applicable:

- Council Policy ADM 19 – Procurement of Goods or Services

### **Budget/Financial Implications**

The anticipated annual expenditure associated with Tender 3/17 for Cleaning Services to a number of Council buildings, being approximately \$500,000 excluding GST, can be accommodated in the City's current Annual Budget and the City's forward estimates.

### **Consultation**

- Intra Directorate.

## **BACKGROUND**

Tender 3/17 for the supply of Cleaning Services to Council owned buildings was advertised in the Saturday, 4 March 2017 edition of The West Australian Newspaper the City of Armadale Website and in a notice which was displayed on the Administration Centre, Armadale, Kelmscott and Seville Grove Libraries public notice boards.

The City's current contract expires 30 June 2017.

## **DETAILS OF PROPOSAL**

The successful tenderer will be required to provide cleaning services to City owned facilities. The contract term being for three (3) years with two (2) twelve (12) month options subject to the terms and conditions as stated in the Special Terms and Conditions clause 4.1 "*Term of Contract*".

The Council owned facilities included are:

- Armadale Arena
- Armadale Library
- Kelmscott Library
- Seville Grove Library
- Champion Centre
- John Dunn Pavilion
- Frye Park Sporting Pavilion
- Bob Blackburn Pavilion
- Bakers House
- Jull Street Administration Building (lower 145)
- Harrisdale Pavilion
- Piara Waters Sporting Pavilion

Specialty cleaning services for carpets and wooden flooring have been excluded from the contract and will be priced separately from the contract by companies specifically experienced in this type of service.

## **COMMENT**

### **Analysis**

The Request for Tender closed at 2.00pm Tuesday, 28 March 2017.

Nineteen (19) tenders were received of which eighteen (18) were conforming tenders. One tender (1) was non-conforming\*\* on the basis they did not satisfactorily meet the compliance criteria, namely the tenderer excluded pricing and signature. On that basis, the non-conforming tender was not assessed.

No tenders were received after deadline.

	<b>Tenderer's OR Respondent's Name</b>
1.	Menzies International**
2.	Storm International
3.	Iconic Property Services
4.	All Clean Property Services
5.	Bright Shine Cleaning Services
6.	Multi Clean
7.	Glad Group
8.	OCE Corporate
9.	Clean West
10.	Delron cleaning
11.	CMC Property Services
12.	AMC Commercial
13.	Cleandustrial
14.	GWC Total Management
15.	Spick and Span
16.	Wilson Facility Services
17.	Alpha Corporate Property Services
18.	Academy Services
19.	DMC Cleaning

An evaluation process was undertaken having specific regard to the following Qualitative Criteria:

<b>Item No.</b>	<b>Description</b>	<b>Weighting</b>
1	Relevant Experience	25%
2	Key Personnel	15%
3	Tenderers Resources	20%
4	Demonstrated Understanding	25%
5	Price	15%
	<b>Total</b>	<b>100%</b>

The ranking of the compliant tender submissions, as determined by the evaluation panel, is provided in summary on Evaluation Matrix table below:

Tenderer	Relevant Experience	Key Personnel	Tenderers Resources	Demonstrated Understanding	Price	Total	Ranking
	25%	15%	20%	25%	15%		
Storm International	5.00	4.50	4.67	5.00	13.91	<b>33.08</b>	<b>17</b>
Iconic Property Services	11.67	8.50	7.33	9.17	10.92	<b>47.59</b>	<b>8</b>
All Clean Property Services	9.17	5.00	5.33	10.83	13.36	<b>43.69</b>	<b>11</b>
Bright Shine Cleaning Services	15.83	8.50	10.67	15.83	9.03	<b>59.86</b>	<b>5</b>
Multi Clean	12.50	7.50	7.33	10.83	11.10	<b>49.26</b>	<b>7</b>
Glad Group	7.50	5.00	4.67	7.50	11.92	<b>36.59</b>	<b>16</b>
OCE Corporate	18.33	10.50	14.00	16.67	9.86	<b>69.36</b>	<b>1</b>
Clean West	9.17	6.50	8.67	7.50	15.00	<b>46.84</b>	<b>10</b>
Delron Cleaning	16.67	9.50	11.33	15.83	8.47	<b>61.80</b>	<b>4</b>
CMC Property Services	9.17	4.50	6.67	10.00	10.26	<b>40.60</b>	<b>14</b>
AMC Commercial	11.67	8.50	10.67	13.33	12.57	<b>56.74</b>	<b>6</b>
Cleandustrial	16.67	10.00	14.00	16.67	8.35	<b>65.69</b>	<b>2</b>
GWC Total Management	6.67	5.00	7.33	8.33	13.70	<b>41.03</b>	<b>13</b>
Spick and Span	7.50	4.00	6.67	8.33	10.94	<b>37.44</b>	<b>15</b>
Wilson Facility Services	5.83	3.50	6.67	4.17	12.01	<b>32.18</b>	<b>18</b>
Alpha Corporate Property Services	8.33	3.50	6.67	10.00	14.55	<b>43.05</b>	<b>12</b>
Academy Services	15.00	10.00	12.67	14.17	13.00	<b>64.84</b>	<b>3</b>
DMC Cleaning	9.17	7.00	6.67	9.17	15.00	<b>47.01</b>	<b>9</b>

## SUMMARY

The Evaluation Panel has assessed that OCE Corporate will adequately deliver the level of service required as detailed in the specifications contained within the tender documentation.

The evaluation panel also determined that the submission provided by OCE Corporate, is the most advantageous as they not only delivered a strong compliant submission but also clearly demonstrated value for money leaving little room for future variations to the contracted price.

## **CONCLUSION**

Tenders for Cleaning Services were recently invited with eighteen (18) conforming tenders received and assessed by an evaluation panel against compliance and qualitative criteria.

The result was that the submission received from OCE Corporate presented the most advantageous tender to the City.

The evaluation panel therefore recommends that the contract be awarded to OCE Corporate for an initial period of three (3) years commencing 1 July 2017, expiring 30 June 2020 with the option to extend the contract for a further two (2) periods of twelve (12) months, subject to satisfactory performance and mutual agreement by both the Principal and the Contractor.

## **ATTACHMENTS**

There are no attachments for this report.

## **RECOMMEND**

T40/5/17

**That with Tender 3/17 for Cleaning Services within City of Armadale Buildings, that Council:**

- 1. Accepts the tender from OCE Corporate for a period of three (3) years commencing from 1 July 2017, for the cost of \$449,670 excluding GST per annum, in accordance with their submitted tender, Council contract documentation and budget allocations.**
- 2. Authorise the Chief Executive Officer to extend the contract for two (2) twelve (12) month options subject to satisfactory performance by the contractor and price adjustments specified in the Request for Tender documentation, Clause 4.1.**

**Moved Cr G A Best  
MOTION CARRIED**

**(6/0)**

***4.3 - TENDER 6/17 - PROPERTY MANAGEMENT ORCHARD HOUSE***

WARD : ALL  
FILE No. : M/237/17  
DATE : 21 April 2017  
REF : AJ/AO  
RESPONSIBLE : Executive Director  
MANAGER : Technical Services

**In Brief:**

- Tender 6/17 was recently advertised for the Provision of Property Management of Orchard House.
- The Request for Tender seeks the provision Property Management Services governed by a Facility Management Agreement specific to the requirements for Orchard House.
- One (1) conforming tender was received by the specified closing time from the existing service provider.

**Recommend:**

That with Tender 6/17 - Property Management of Orchard House, that Council:

1. Accept the tender from Jones Lang LaSalle (WA) Pty Ltd (JLL) for a period of three (3) years commencing from 1 July 2017, for an annual total cost of \$88,975 excluding GST per annum.
2. Authorise the Chief Executive Officer to extend the contract for two (2) periods of twelve (12) months; subject to satisfactory performance by the contractor and price adjustment of CPI as specified in the Management requirements.

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

### **Strategic Implications**

#### 2.5 Quality Development Outcomes

2.5.2 Implement and administer the Building Act to meet community and building industry needs

2.5.2.1 Implement the City's Building Certification services efficiently

2.5.2.2 Deliver timely advice and action on building compliance matters

### **Legislation Implications**

Assessment of legislation indicates that the following apply:

- Section 3.57 *Local Government Act 1995* – Tenders for providing goods or services
- Division 2 *Local Government (Functions and General) Regulations 1996* – Tenders for providing goods or services

### **Council Policy/Local Law Implications**

Assessment of Policy/Local Law indicates that the following is applicable:

- Council Policy ADM 19 – Procurement of Goods or Services

### **Budget/Financial Implications**

The anticipated annual expenditure associated with Tender 6/17 for Property Management Services at Orchard House, for approximately \$100,000 including GST, can be accommodated in the City's current Annual Budget and the City's forward estimates.

### **Consultation**

- Intra Directorate.

## **BACKGROUND**

Tender 6/17 - Property Management Orchard House, was advertised in the Saturday, 4 March 2017 edition of The West Australian Newspaper, the City of Armadale Website and in a notice which was displayed on the Administration Centre, Armadale, Kelmscott and Seville Grove Libraries public notice boards.

The City's current management expires 30 June 2017. All options have been exhausted under this current agreement and re-tender was the preferred option to ensure value for money was being obtained for the City of Armadale in the current climate.

## **DETAILS OF PROPOSAL**

The successful tenderer will be required to provide Full Property Management Services by way of a Management Agreement as detailed in the tender Special Conditions, for Orchard House a City owned facility located within the municipal boundaries of the City of Armadale. The contract term being for three (3) years with two (2) twelve (12) month options subject to the terms and conditions as stated in the Special Terms and Conditions clause 1.

The Management Agreement includes all levels being Ground, Levels 1 – 3 inclusive within the Council owned facility commonly identified as Orchard House.

## **COMMENT**

### **Analysis**

The Request for Tender closed at 2.00pm Tuesday, 28 March 2017.

One (1) tender was received and was conforming.

	<b>Tenderer's OR Respondent's Name</b>
<b>1.</b>	Jones Lang LaSalle (WA) Pty Ltd (JLL)

No tenders were received after deadline.

An evaluation process was undertaken having specific regard to the following Qualitative Criteria:

Item No.	Description	Weighting
1	Relevant Experience	20%
2	Key Personnel	20%
3	Tenderers Resources	10%
4	Demonstrated Understanding	20%
5	Price	30%
	<b>Total</b>	<b>100%</b>

The ranking of the compliant tender submissions, as determined by the evaluation panel, is provided in summary on Evaluation Matrix table below:

Tenderer	Relevant Experience	Key Personnel	Tenderers Resources	Demonstrated Understanding	Price	Total	Ranking
	20%	20%	10%	20%	30%		
Jones Lang LaSalle (WA) Pty Ltd	14.00	8.00	5.00	14.00	30.00	<b>71.00</b>	<b>1</b>

### **SUMMARY**

The Evaluation Panel has assessed that Jones Lang LaSalle (WA) Pty Ltd (JLL) had assessed the Special Conditions and hours allocated to for facility for property management and facility services and will adequately deliver the level of service required as detailed in the specifications contained within the tender documentation. The proposed total fee equates to a rate of \$16.86 per square metre, which currently sits below the most comparable Property Council of Australia Management benchmark of \$21.67 per square metre. Therefore the City can be assured of significant value for money.

### **CONCLUSION**

Tenders for Property Management Services were recently invited with one (1) conforming tender being received and assessed by an evaluation panel against compliance and qualitative criteria.

The result was that the submission received from Jones Lang LaSalle (WA) Pty Ltd (JLL) presented the most advantageous tender to the City.

The evaluation panel therefore recommends that the contract be awarded to Jones Lang LaSalle (WA) Pty Ltd (JLL) for an initial period of three (3) years commencing 1 July 2017, expiring 30 June 2020 with the option to extend the contract for a further two (2) periods of twelve (12) months, subject to satisfactory performance and mutual agreement by both the Principal and the Contractor.

**ATTACHMENTS**

There are no attachments for this report.

**RECOMMEND**

T41/5/17

**That with Tender 6/17 for Property Management within City of Armadale Building Orchard House, that Council:**

- 1. Accepts the tender from Jones Lang LaSalle (WA) Pty Ltd (JLL) for a period of three (3) years commencing from 1 July 2017, for the cost of \$88,975 per annum excluding GST, in accordance with their submitted tender, Council contract documentation and budget allocations.**
- 2. Authorise the Chief Executive Officer to extend the contract for two (2) periods of twelve (12) months subject to satisfactory performance by the contractor and price adjustments specified in the Request for Tender documentation, Clause 8.1.**

**Moved Cr D M Shaw  
MOTION CARRIED**

**(6/0)**

***COUNCILLORS' ITEMS***

---

Nil.

***EXECUTIVE DIRECTOR TECHNICAL SERVICES REPORT***

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Nil.

**MEETING DECLARED CLOSED AT 7.51 PM**

<b>TECHNICAL SERVICES COMMITTEE</b>		
<b>SUMMARY OF ATTACHMENTS</b>		
1 MAY 2017		
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1.1.2	Attachment 2 - John Dunn Memorial Park Off-Leash Dog Facility - Basic	46
1.1.3	Attachment 3 - John Dunn Memorial Park Off-Leash Dog Facility - Research and Liaison	47
1.1.4	Attachment 4 - John Dunn Memorial Park Off-Leash Dog Facility - Essential Elements for a Successful Dog Park Facility	48
1.1.5	Attachment 5 - John Dunn Memorial Park Off-Leash Dog Park- Locations and Size Comparisons	49
<b>2.1 PARKING RESTRICTIONS - BROOME STREET, FORRESTDAL</b>		
2.1.1	Proposed Parking Plan E17-07-01 - Broome Street, Forrestdale	50
<b>3.1 MEMORANDUM OF UNDERSTANDING BETWEEN ARMADALE GOSNELLS LANDCARE GROUP (INC), CITY OF ARMADALE AND CITY OF GOSNELLS</b>		
3.1.1	Proposed Memorandum of Understanding between Armadale Gosnells Landcare Group, City of Armadale and City of Gosnells	51
3.1.2	Previous Memorandum of Understanding between Armadale Gosnells Landcare Group, City of Armadale and City of Gosnells	74

## ATTACHMENT 1 - JOHN DUNN MEMORIAL PARK OFF-LEASH DOG FACILITY - PREFERRED

The 'Preferred' option is more in line with the desires of the community (as outlined in the petition presented to Council at the Ordinary Council Meeting of 27 February 2017, responds to the learnings from other Local Government Authorities and considers the requirements of the City of Armadale in regard to maintenance and servicing.



ESSENTIAL ELEMENTS	INCORPORATED INTO 'PREFERRED' DESIGN
Fencing @ 1.5m height	✓
3 Designated fenced areas	✓
Signage	✓
Double gated entry per area	✓
Shade sail per area	✓
Bench seats	✓
Seating walls	✓
Drink fountain, with dog bowl per area	✓
Bin, with dog poo bag receptable per area	✓
Dog Agility items	✓
Sunken sand pit for dogs	✓
Mulch only surface for dogs	✓
Irrigated turf	✓
Irrigated softworks (trees/shrub planting)	✓

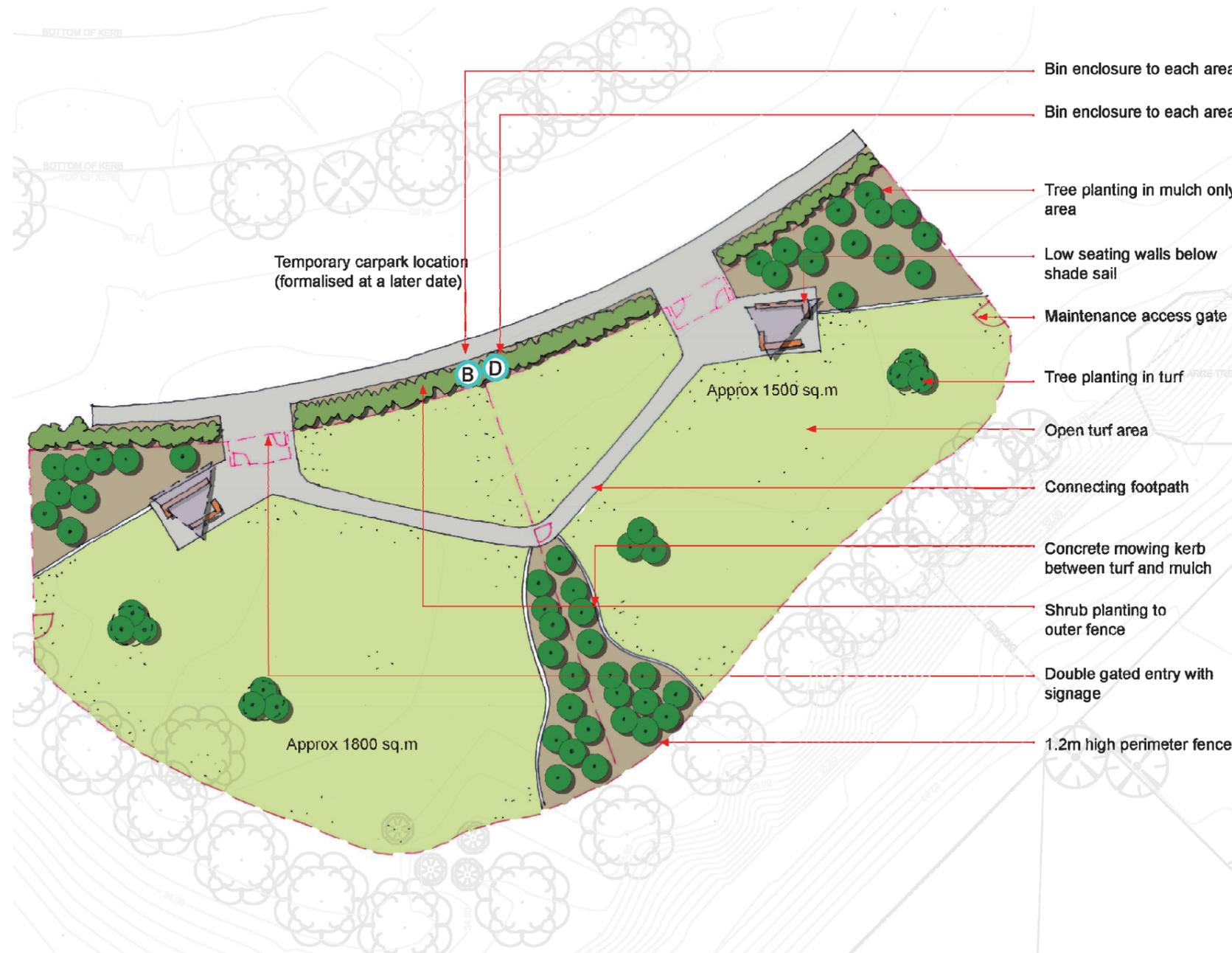
### ISSUES WITH 'PREFERRED' DESIGN

- Higher than the original approved budget.

PROJECT: JOHN DUNN MEMORIAL PARK DOG PARK PRELIMINARY CONCEPT PLAN  
DRAWING (REV): CPA\_001 (A)  
DRAWN: ES  
DATE: APRIL 2017

## ATTACHMENT 2 - JOHN DUNN MEMORIAL PARK OFF-LEASH DOG FACILITY - BASIC

The 'Basic' option is a limited approach to an off-leash dog facility through the provision of fencing and limited infrastructure. The basic option does not adequately address the community expectations (including the petition), does not respond to learnings from other Local Governments or adequately address the City of Armadale's requirements associated with servicing. It is anticipated that if this options proceeds the City will need to budget additional funds in the future to retrofit various elements to meet the requirements of the community.



ESSENTIAL ELEMENTS	INCORPORATED INTO 'BASIC' DESIGN
Fencing @ 1.5m height	
3 Designated fenced areas	
Signage	✓
Double gated entry per area	✓
Shade sail per area	✓
Bench seats	
Seating walls	✓
Drink fountain, with dog bowl per area	
Bin, with dog poo bag receptable per area	
Dog agility items	
Sunken sand pit for dogs	
Mulch only surface for dogs	
Irrigated turf	✓
Irrigated softworks (trees/shrub planting)	✓

### ISSUES WITH 'BASIC' DESIGN

- Barely addresses the community's expectations, including dog agility items and bench seats which can not be accommodated in the 'basic' scope
- Does not address 'lessons learnt' from other LGA's including seating opportunities and textural surface treatment variation (eg. sand pits) which can not be accommodated in the 'basic' scope.
- Does not meet the requirements of the City's Ranger Services, including the 1.5m fence height and 3 designated areas for small, medium and large dogs.

PROJECT: JOHN DUNN MEMORIAL PARK DOG PARK PRELIMINARY CONCEPT PLAN  
DRAWING (REV): CPA\_002 (A)  
DRAWN: ES  
DATE: APRIL 2017

## ATTACHMENT 3 - JOHN DUNN MEMORIAL PARK OFF-LEASH DOG FACILITY - RESEARCH AND LIAISON

Below is a summary of the research and liaison undertaken in regard to the design of Off-Leash Dog Parks.

<p><b>PARKS AND LEISURE AUSTRALIA DOG SEMINAR - 01 DECEMBER 2016</b></p> <ul style="list-style-type: none"> <li>The Parks and Leisure Australia (PLA) Seminar, included presentations by Veterinarian Behaviourist, WA Ranger Representative, Curtin PHD Student, City of Stirling and City of Cockburn</li> <li>This seminar was attended by representatives from Community Planning, Ranger Services and Parks Services.</li> <li>Information by PLA and the Veterinarian Behaviourist focused on the dogs needs and the importance of dogs in our growing society. Dogs are no longer 'just pets' they are companions. With increased infill within our community, creating smaller backyards, there is a greater importance on providing opportunities for dogs in our public open spaces.</li> <li>Key design elements for a dog park:             <ul style="list-style-type: none"> <li>Entry / Exit (double gated entry / exit)</li> <li>Boundaries (fencing)</li> <li>Substrates (provided a variety of substrates)</li> <li>Olfactory (provide opportunities for sensory change)</li> <li>Tactile (opportunity for exploration within different tactile)</li> <li>Space and Options (allow space for play and different options for play / rest)</li> <li>Average stay at a dog off-leash facility; 1.0 - 1.5 hours (provision of toilet not necessary)</li> </ul> </li> <li>WA Ranger representative noted the importance of signage within dog parks - clearly outline the rules and regulations.</li> </ul>	<p><b>ADVICE FROM OTHER LOCAL GOVERNMENT AUTHORITIES</b></p> <ul style="list-style-type: none"> <li>City of Stirling and City of Cockburn provided key points in regard to their 'lessons learnt' on their existing dog parks.</li> <li>In summary they noted the following:             <ul style="list-style-type: none"> <li>Provide surface treatments to reduce dust</li> <li>Provide hardwearing surface treatment to high wear areas (eg. drink fountain, entrances)</li> <li>Spread the 'attractors' (eg. seats, shelter) to spread the wear</li> <li>Signage is required to inform the community on the hours of use, emergency contact numbers, general usage conditions</li> <li>Drink fountains should be located in each fenced area and suitable drainage installed</li> <li>Bins should be easily accessible from within the compound and located within each fenced area</li> <li>Provide seating below shade and multiple seating options</li> <li>Provide dog agility elements</li> <li>Locate in close proximity to parking</li> <li>Edging around sandpit to be rounded off</li> <li>Movable dog agility items preferred</li> </ul> </li> </ul>
<p><b>GENERAL RESEARCH, INCLUDING PRINT + WEB-BASED ARTICLES, SITE INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>Owen Montgomery (2016) - Dog Friendly Spaces             <ul style="list-style-type: none"> <li>Townsville City Council (population of 200,000) has 14 dog off-leash facilities - this equates to 1 dog park facility per 14,285 people (Note: City of Armadale has a current population of 92,000)</li> <li>Provide dog parks along pedestrian path network</li> <li>A large portion of people drive to dog parks, therefore access to reasonable parking.</li> <li>There is high demand for shaded seating and water facilities for dogs.</li> <li>Social interaction between dog owners is a key attractor to dog parks</li> </ul> </li> <li>Sally Jeavons Report (2009) - Managing Dogs in Parks             <ul style="list-style-type: none"> <li>Educate the park users</li> <li>Why support dog parks? It provides a destination for community members to engage with each other, promotes active lifestyles, relieves poor dog behaviour (ie. dogs locked in small backyards)</li> <li>Potential opportunities - Dog Park groups, Dog clubs, Dog obedience classes, Dog agility groups</li> </ul> </li> </ul>	<p><b>INTERNAL LIAISON</b></p> <ul style="list-style-type: none"> <li>Community Planning, Ranger Services and Parks have been in liaison regarding the Off-Leash Dog Facility. Below is a broad summary of our key considerations in addition to the other research methods:</li> <li>Ranger Services have raised the following items as essential:             <ol style="list-style-type: none"> <li>High fence (1.5m or above)</li> <li>Informative signage. for example hours of use, dog size per area, dog leashing requirements</li> <li>3 designated areas (small, medium and large). 3 areas allows for other opportunities such as scheduled classes / community education and managing the maintenance requirements. eg. Closing area for renovations/servicing while other areas may remain in use.</li> <li>Requirement to reclassify John Dunn Memorial Park and remove from the 'Prohibitive Area' list</li> </ol> </li> <li>Community Planning have raised the following opportunities:             <ol style="list-style-type: none"> <li>Dogs Day Out</li> <li>Dogs Obedience Day</li> <li>Marketing potential as John Dunn Memorial Park has existing facilities such as connected path network, existing play space and existing parking</li> </ol> </li> <li>Parks have raised the following considerations:             <ol style="list-style-type: none"> <li>Consider dust suppression through irrigated softworks</li> <li>Consider maintenance access and maintenance requirements</li> </ol> </li> </ul>

**PROJECT:** JOHN DUNN MEMORIAL PARK DOG PARK PRELIMINARY CONCEPT PLAN  
**DRAWING (REV):** CPA\_003 (A)  
**DRAWN:** ES  
**DATE:** APRIL 2017

## ATTACHMENT 4 - JOHN DUNN MEMORIAL PARK OFF-LEASH DOG FACILITY - ESSENTIAL ELEMENTS FOR A SUCCESSFUL DOG PARK FACILITY

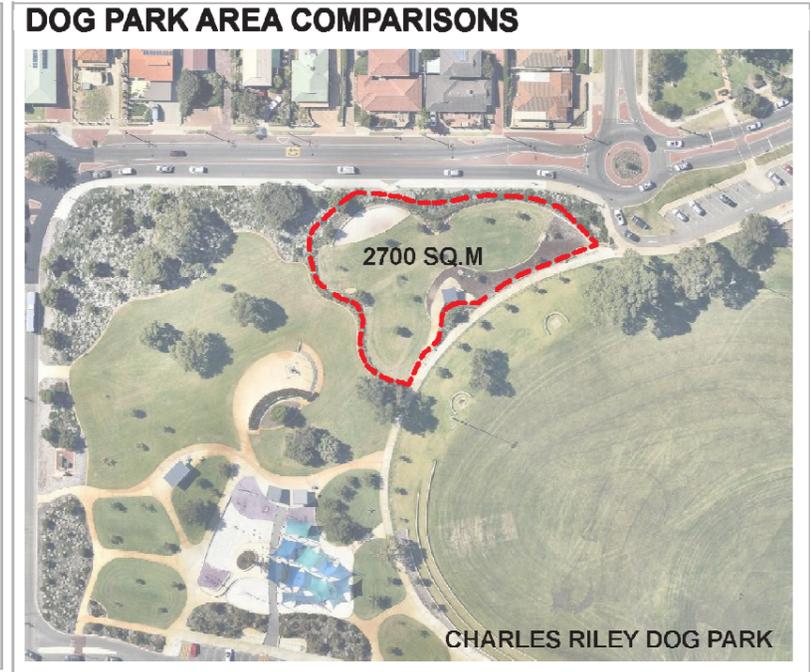
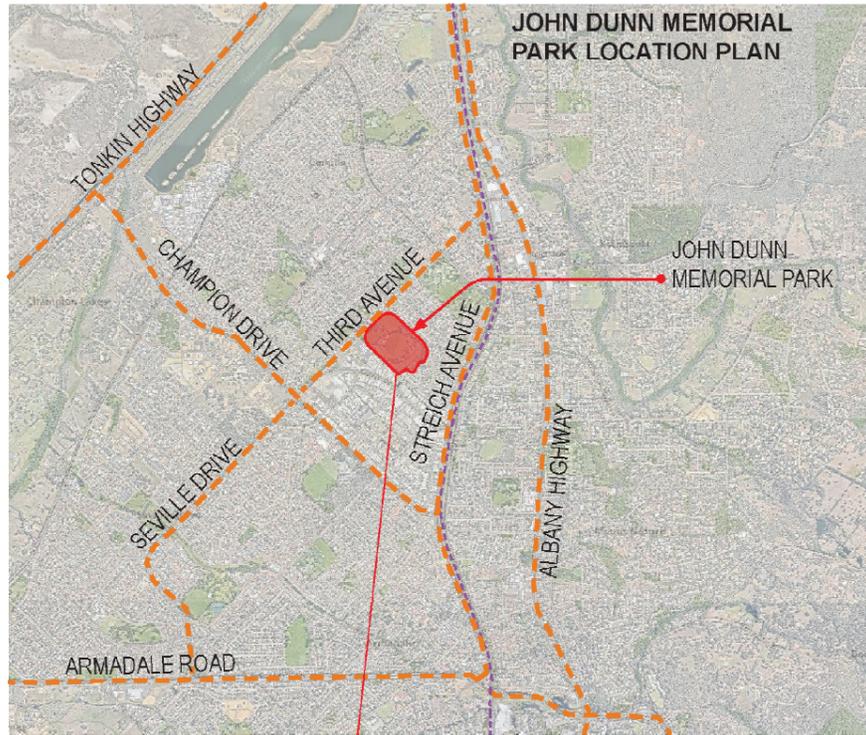
Below is a summary of the key design elements integrated into Off-Leash Dog Parks. Elements indicated with a \* were raised as items in the Community 'Off-Leash Fully Fenced Dog Park Request' petition

<p><b>Fencing *</b></p> <p>+</p>  <ul style="list-style-type: none"> <li>• 1.5m height</li> <li>• Chainlink fence with top and bottom rail</li> </ul>	<p><b>3 Designated Fenced Areas</b></p> <ul style="list-style-type: none"> <li>• One area for small, medium and large dogs</li> <li>• 1.5m consistent fence height</li> <li>• Gate access between areas</li> <li>• Meet the requirements outlined by City of Armadale Ranger Services</li> </ul>	<p><b>Double gated entry per area *</b></p> <p>+</p>  <ul style="list-style-type: none"> <li>• Double gated entry to each designated area</li> <li>• Allow sufficient space in 'air-lock' to ensure there is room for a number of people</li> </ul>	<p><b>Signage</b></p>  <ul style="list-style-type: none"> <li>• Signage to each designated area</li> <li>• Ranger Services to provided detailed signage wording</li> </ul>	<p><b>Connected footpaths</b></p>  <ul style="list-style-type: none"> <li>• Provide connecting footpaths between designated areas and beyond the dog park</li> </ul>
<p><b>Seating walls / Bench Seats *</b></p> <p>+</p>  <ul style="list-style-type: none"> <li>• Walls to provide flexible seating options</li> <li>• Bench seats with backs</li> <li>• Seating to be located in the shade</li> </ul>	<p><b>Drink fountain, with dog bowl *</b></p>  <ul style="list-style-type: none"> <li>• Drink fountain to each designated area</li> <li>• Drink facilities for dogs, with tipping bowl to reduce contamination risks</li> </ul>	<p><b>Bin, with dog poo bag receptacle *</b></p>  <ul style="list-style-type: none"> <li>• Bin enclosure and dog poo bags to each designated area</li> </ul>	<p><b>Shade sail *</b></p>  <ul style="list-style-type: none"> <li>• Shade sail to each designated area</li> </ul>	<p><b>Dog Agility items *</b></p>  <ul style="list-style-type: none"> <li>• Variety of dog agility items scaled appropriately to the designated area (eg. small, medium or large)</li> </ul>
<p><b>Tactile surface - Sand Only</b></p> <p>+</p>  <ul style="list-style-type: none"> <li>• Provide sand pit for textural and sensory change for dogs</li> </ul>	<p><b>Tactile surface - Mulch Only</b></p> <p>+</p>  <ul style="list-style-type: none"> <li>• Provide mulch only for textural and sensory change for dogs</li> <li>• Hardwearing surface for high traffic areas</li> </ul>	<p><b>Irrigated softworks</b></p>  <ul style="list-style-type: none"> <li>• Irrigate softworks to provide a welcoming space</li> <li>• Irrigation will reduce dust issues</li> </ul>		

PROJECT: JOHN DUNN MEMORIAL PARK DOG PARK PRELIMINARY CONCEPT PLAN  
DRAWING (REV): CPA\_004 (A)  
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+ Image sourced from City of Stirling presentation  
All Images have been provided as a guide only.

### ATTACHMENT 5 - JOHN DUNN MEMORIAL PARK OFF-LEASH DOG FACILITY - LOCATION AND SIZE COMPARISONS



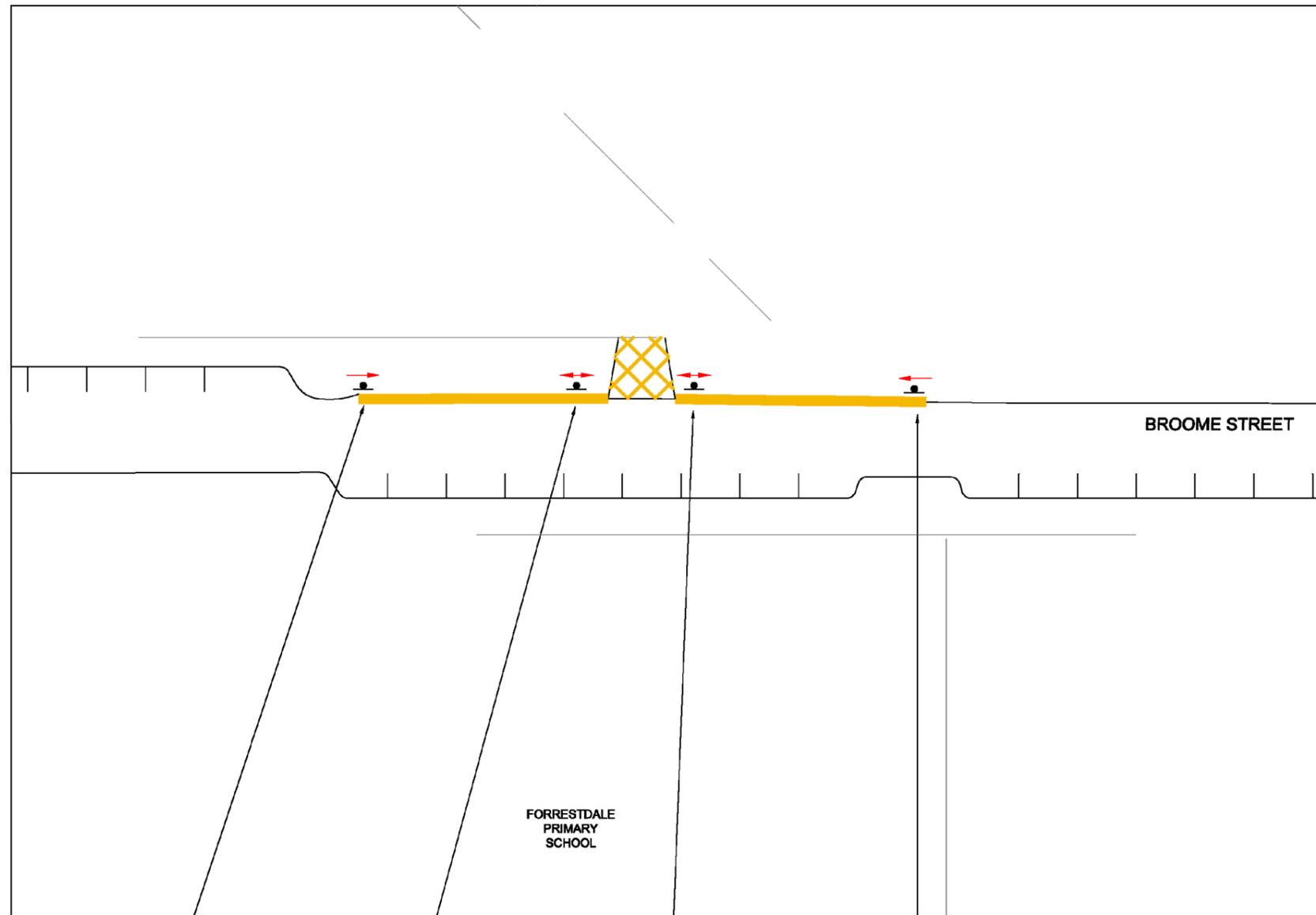
PROJECT: JOHN DUNN MEMORIAL PARK DOG PARK PRELIMINARY CONCEPT PLAN  
DRAWING (REV): CPA\_005 (A)  
DRAWN: ES  
DATE: APRIL 2017

GENERAL NOTES

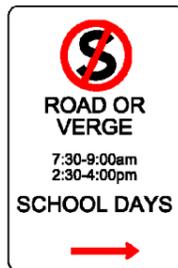
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CONSTRUCTION NOTES:

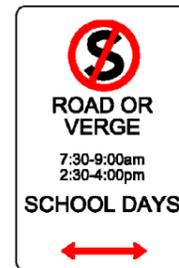
- ALL WORKS WITHIN THE ROAD RESERVE DELEGATED TO THE COMMISSIONER OF MAIN ROADS TO COMPLY WITH MAIN ROADS 'WORKS AND SERVICES' (TDP) SPECIFICATIONS SERIES 100-000.
- ALL TRAFFIC MANAGEMENT TO BE UNDERTAKEN IN LINE WITH MAIN ROADS DOCUMENT ENTITLED TRAFFIC MANAGEMENT REQUIREMENT FOR ROADWORKS.
- INSTALLATION OF TEMPORARY ROAD SIGNAGE AND PAVEMENT MARKINGS (I.E. TAPE OR REFLECTIVE ROAD FLAHS), UNTIL PERMANENT SIGNAGE AND PAVEMENT MARKINGS HAVE BEEN INSTALLED, AND THE ROAD PAVEMENT TO BE SWEEPED CLEAN OF ALL DEBRIS AND SPOTTED TO MAIN ROADS SPECIFICATION PRIOR TO THE INSTALLATION OF PERMANENT ROAD SIGNAGE AND PAVEMENT MARKINGS.
- KEEP SITE SAFE AND ACCESSIBLE FOR WORKERS, PEDESTRIANS, CYCLISTS AND ROAD USERS AT ALL TIMES. PROVIDE ALTERNATE ROUTES TO MEET SAFETY REQUIREMENTS.
- ALL PRE-EXISTING INFRASTRUCTURE TO BE REINSTATED TO ITS ORIGINAL STATE.
- SUPERVISOR TO CONFIRM ALL SERVICES PRIOR ANY CONSTRUCTION. EXPOSED SERVICES TO BE PROVIDED WITH ADEQUATE SUPPORT.
- MOUNTABLE KERBS IN FRONT OF CROSSOVER TO BE 300mm THICK WITH SUITABLE CONTRACTION JOINTS (OR SIMILAR). EXISTING CROSSFALL TO BE EXTENDED OR MATCH TO EXISTING LEVEL.
- PAVEMENT RESURFACING (30mm DG10) IN GENERAL HOWEVER DEPTH OF RESURFACING VARIES IN SOME LOCATIONS BASED ON CORRECTION OF EXISTING FLAT SPOTS.
- BRICK PAVING TO MATCH EXISTING PAVING AND COLOUR PATTERN AS THE ONE USED AT THE INTERSECTION OF WESTFIELD RD/GILLIAM RD/HEATHCOTE RD. BRICK PAVERS ARE 'DEKOPAVE' SERIES AND MUST BE TRAFFICABLE.



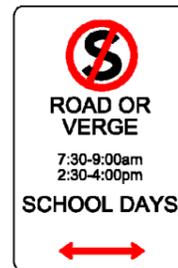
INSTALL NEW SIGN



INSTALL NEW SIGN



INSTALL NEW SIGN



INSTALL NEW SIGN



INSTALL NEW SIGNS

INSTALL YELLOW LINEMARKING (2x 25m LENGTH)

INSTALL YELLOW HATCHING TO DRIVEWAY

SCHEDULE OF QUANTITIES

ITEM	UNIT	QUANTITY
NEW SIGNS	No.	4
APPROX. TOTAL LENGTH YELLOW LINE MARKING	m	50
YELLOW HATCHING TO DRIVEWAY	m <sup>2</sup>	30

V:\CIVIL\_ENGINEERING\DESIGNS\2017 DESIGNS\Minor Works\Broome Street\17-07 - Broome Street Forrestdale Primary School - Parking Restrictions.dwg

No	Date	Revision	By	Approved

Scale:	1:250
Drawn:	GM
Checked:	AHD PCG 04
Reviewed:	NA
	NA



Drawn:	MC	Date:	Mar. 2017	Signat:		Project:	
Design:	MC	Date:	Mar. 2017	Signat:			
Checked:	MC	Date:	Mar. 2017	Signat:			
	WO	Date:	Mar. 2017	Signat:			
		Date:		Signat:			

BROOME STREET  
FORRESTDALE

PARKING RESTRICTIONS

PC No:	0
Trn No:	
Sheet No:	1 of 1
Revision No:	0
DWG No:	E17-07-01

**Memorandum of Understanding**  
**between**  
**Armadale Gosnells Landcare Group**  
**(Inc), City of Armadale and City of**  
**Gosnells**

DRAFT

18 April 2017

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## Memorandum of Understanding

Between Armadale Gosnells Landcare Group of PO Box 51, ARMADALE,  
Western Australia;

and City of Armadale of 7 Orchard Avenue, Armadale, Western Australia;

and City of Gosnells of 2120 Albany Hwy, Gosnells, Western Australia.

### 1 Definitions

**AGLG:** refers to the Armadale Gosnells Landcare Group

**EMC:** refers to the Armadale Gosnells Landcare Group's Employee Management Committee. This committee is responsible for the management issues of Armadale Gosnells Landcare Group's employees.

**Partner local governments:** refers to the City of Armadale and the City of Gosnells.

**Parties:** refers to the Armadale Gosnells Landcare Group, the City of Armadale and the City of Gosnells.

**Party:** refers to either one of the above mentioned groups and authorities.

### 2 Introduction

The AGLG is an independent, incorporated not-for-profit community organisation whose focus is river restoration, bushland management and environmental education in the catchment of the Upper Canning, Southern and Wungong Rivers.

The organisational structure of the AGLG comprises a Committee of Management, an Employee Management Committee, and 2 full time employees - a Community Landcare Coordinator and a Community Landcare Officer.

The Committee of Management comprises representatives of the local community, all of whom are members of the Association and a Local Government Representative from each of the Cities of Gosnells and Armadale.

The Employee Management Committee comprises at least two of the following: Chairperson, Deputy Chairperson, Secretary or Treasurer of the AGLG; and the City of Armadale Environment Manager and City of Gosnells Environmental Coordinator.

The AGLG operates under the guidance of the AGLG Strategic Plan 2008 – 2018, which was endorsed by the Councils of the City of Armadale and City of Gosnells.

The AGLG prepares, on a five yearly basis, a Business Plan for the consideration of the Councils of the City of Armadale and City of Gosnells. The AGLG Business Plan

provides the group with a considered financial projection upon which to base sound resource management and activity planning.

In recognition of common objectives between the Cities of Armadale and Gosnells and the AGLG the Cities have provided administrative and financial support to AGLG since its inception in 1998. AGLG is currently supported by the Cities of Armadale and Gosnells through annual contributions towards the employment of both full time staff. These contributions were endorsed by both Councils in the AGLG Business Plan 2014/2015 – 2018/2019. This support recognises the positive community and environmental benefit delivered by the AGLG. The Cities' financial contribution is considerably offset by the AGLG's track record of positive return on investment through the acquisition of external funding for projects, and operational benefits to the two Partner local governments provided through the Natural Areas Partnership (NAP) (See Attachment 1).

## **2.1 Background**

In the early years the Partner local governments shared some aspects of the administrative support, with Gosnells providing support for a particular service in one year and the City of Armadale providing support the following year. However, this was disruptive and inefficient. Similar arrangements were also in place for the Switch your thinking! program, which also employs salaried staff.

In early 2007 there was general agreement that the City of Gosnells would provide administrative support for the Switch Your Thinking! program, and the City of Armadale would provide administrative support for the AGLG. A Memorandum of Understanding for the Switch your thinking! program has been in place since 2008.

## **3 Purpose of this Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to formalise the administrative support provided by the City of Armadale and City of Gosnells to the AGLG and to clearly identify the roles and responsibilities of each party.

## **4 Roles and responsibilities of the City of Armadale**

### **4.1 Human Resource Management**

Whilst the AGLG employs its own staff, see section 6.2, the City of Armadale provides administrative support. Overall responsibility to ensure all legal and other obligations are met between employer and employee remains the responsibility of the AGLG.

The City of Armadale administrative role in Human Resources Management will comprise:

#### *4.1.1 Payroll*

- Manage the fortnightly payment of wages to AGLG employees.
- Arrange Superannuation, Income Protection Insurance and Workers Compensation and keep them up-to-date.

- Provide Workers Compensation cover to AGLG employees regardless of the tenure of land where an injury might occur in the course of work duties. Further to their work at City of Armadale facilities and properties, AGLG employees are based at the City of Gosnells Administration building for two days a week and also conduct restoration works within the City of Gosnells. Furthermore, AGLG employees are required to undertake projects on lands within the two Cities that are managed by other organisations or persons including, but not limited to: the Western Australian Planning Commission, the Water Corporation and the private sector.
- Undertake record keeping of all payments made.
- Forward an itemised invoice to the AGLG on a quarterly basis for payment of outgoings associated with above-mentioned costs.

#### *4.1.2 Insurance*

- Personal property insurance provided to City of Armadale employees will be provided to AGLG employees at no cost.

#### *4.1.3 Recruitment, selection and induction*

- Assistance will be provided with personnel recruitment, selection and induction tasks. The City has the option of being represented on any employment interview panel.
- Statement of Duties and Employment Contracts will be prepared consistent with Western Australian Local Government Association guidelines.
- The induction program provided to the City of Armadale employees will be provided to AGLG employees.

#### *4.1.4 Training*

Corporate training (e.g. Occupational Health and Safety, Equal Opportunity, use of City equipment such as computer and computer software, defensive driving) will be provided at no cost to AGLG.

#### *4.1.5 Performance management of staff*

Annual performance appraisals of AGLG employees will be conducted, using the City of Armadale's process, by the City of Armadale Environmental Manager and the City of Gosnells Environmental Coordinator, reporting to the Employee Management Committee. Other members of the Employee Management Committee will be notified of the performance review meeting with the option of one attending the review.

#### *4.1.6 Industrial relations advice and dispute settlement*

City of Armadale Human Resources Department to provide advice to AGLG and its employees.

### **4.2 Employee Management Committee**

The City of Armadale Environmental Manager will sit on the EMC. This committee is responsible for the management issues of AGLG employees. The committee will comprise of at least two of the following: Chairperson, Deputy Chairperson, Secretary or Treasurer of the AGLG; and the City of Armadale Environment Manager and City of Gosnells Environmental Coordinator.

#### **4.3 Work Station and support**

The City of Armadale will provide for each of two AGLG employees a workstation, computer, telephone, internet connection, access to the organisation's computer network and records management system, and IT support.

The workstations are to be provided in close proximity to the Environmental Manager and be based at the central office.

Storage space for hard copy records and minor equipment is also to be provided at each workstation, having a combined volume of 0.5 m<sup>3</sup>.

#### **4.4 Storage space and use of the Depot**

The City of Armadale will make available reasonable storage space or facilities at the depot, subject to the needs of the AGLG not adversely affecting depot operations. This has historically extended to:

- Equipment storage, including trailers;
- Use of vehicle wash down facilities;
- Storage and care for green stock prior to distribution to project sites.

#### **4.5 Vehicles**

The City of Armadale will lease vehicles in the City of Armadale's name for use of AGLG employees.

The City of Armadale will:

- Organise lease documents and establish the lease following agreement of the AGLG to the lease document and costs;
- Provide insurance and licencing for the vehicles at cost;
- Provide fuel for the vehicles at cost through the City's bowsers;
- Service the vehicles at the City's Depot at cost where this is the most financially efficient method of vehicle servicing and does not contravene lease or warranty requirements; and
- Provide a detailed invoice to the AGLG on a quarterly basis with itemised vehicle costs.

#### **4.6 Attendance at Armadale Gosnells Landcare Group General Meetings**

The City of Armadale will provide a Councillor delegate, a deputy Councillor delegate and an environmental officer representative to attend bi-monthly AGLG General Meetings. Councillor delegates and deputies will be appointed by the City of Armadale in line with its procedures in such matters.

Under the AGLG Constitution, the Councillor delegate will be a member of the AGLG Association, and will exercise voting rights at AGLG meetings and contribute as a member of the Committee of Management.

The environmental officer representative will not be a member of the Association. The officer will provide updates, as appropriate, to the AGLG General Meetings on

relevant City of Gosnells activities and projects. The Officer will not exercise voting rights.

#### **4.7 Secretarial support**

The City of Armadale will provide a secretary to deliver administrative support for AGLG meetings, and to do mail outs for key events.

For bi-monthly AGLG Meetings:

- the Secretary prepares agendas with items submitted by the Community Landcare Coordinator;
- the Secretary distributes agendas, attends meetings, records the meeting and prepares draft minutes
- the Secretary forwards draft minutes for checking by the Community Landcare Coordinator and, following review, finalises minutes,
- The Secretary distributes the minutes, usually with the next Agenda.

#### **4.8 Meeting venues**

The City of Armadale will make available appropriate meeting venues for AGLG meetings and community education events at no cost, subject to availability.

#### **4.9 Records of in-kind support**

In acknowledgement that the in-kind support noted above may be recognised as a contribution for certain grant applications, the City of Armadale will keep records of in-kind support provided for specific projects if requested in writing by the AGLG.

### **5 Roles and Responsibilities of the City of Gosnells**

#### **5.1 Human Resource Management**

##### *5.1.1 Insurance*

- Personal property insurance provided to City of Gosnells employees will be provided to AGLG employees at no cost.

##### *5.1.2 Recruitment, selection and induction*

- The induction program provided to the City of Gosnells employees will be provided to AGLG employees.

##### *5.1.3 Performance management of staff*

- Annual performance appraisals of AGLG employees will be conducted, using the City of Armadale's process, by the City of Armadale Environmental Manager and the City of Gosnells Environmental Coordinator, reporting to the Employee Management Committee. Other members of the Employee Management Committee will be notified of the performance review meeting with the option of one attending the review.

## **5.2 Employee Management Committee membership**

The City of Gosnells Environmental Coordinator will sit on the EMC. This committee is responsible for the management issues of AGLG employees.

## **5.3 Office support**

The City of Gosnells will provide for each of two AGLG employees a workstation, computer, telephone, internet connection, access to the organisation's computer network and records management system, and IT support.

The workstations are to be provided in close proximity to the Environmental Coordinator and be based at the central office.

A minimum 0.1 m<sup>3</sup> of storage space for hard copy records and minor equipment is also to be provided at each workstation.

## **5.4 Use of the Depot**

The City of Gosnells will provide access to the depot for AGLG employees if required in their operational duties, subject to the needs of the AGLG not adversely affecting depot operations. This has historically extended to:

- Use of vehicle wash down facilities;
- Storage and care for green stock prior to distribution to project sites in the City of Gosnells.

## **5.5 Attendance at Armadale Gosnells Landcare Group General Meetings**

The City of Gosnells will provide a Councillor delegate, a deputy Councillor delegate and an environmental officer representative to attend bi-monthly AGLG General Meetings. Councillor delegates and deputies will be appointed by the City of Gosnells in line with its procedures in such matters.

Under the AGLG Constitution, the Councillor delegate will be a member of the AGLG Association, and will exercise voting rights at AGLG meetings and contribute as a member of the Committee of Management.

The environmental officer representative will not be a member of the Association. The officer will provide updates, as appropriate, to the AGLG General Meetings on relevant City of Gosnells activities and projects. The Officer will not exercise voting rights.

## **5.6 Meeting venues**

The City of Gosnells will make available appropriate meeting venues for AGLG meetings and community education events at no cost, subject to availability.

## **5.7 Record keeping**

In acknowledgement that the in-kind support noted above may be recognised as a contribution for certain grant applications, the City of Gosnells will keep records of in-kind support provided for specific projects if requested in writing by the AGLG.

## **6 Roles and Responsibilities of the Armadale Gosnells Landcare Group**

### **6.1 General obligations**

The AGLG will use its best endeavours to achieve implementation of the AGLG Strategic Plan 2008 – 2018, AGLG Business Plan and Natural Areas Partnership, and to work cooperatively with and direct its landcare efforts equally between the Cities of Armadale and Gosnells.

### **6.2 Human Resource Management**

The AGLG will:

#### *6.2.1 Payroll*

- Provide to the City of Armadale Environmental Manager fortnightly timesheets, and leave forms as required, to be forwarded to the City's Payroll officer.
- Provide the City of Armadale Payroll officer with information concerning rates of pay.
- Provide prompt payment of quarterly invoices from the City of Armadale for for payment of outgoings associated with the administration of AGLG staff employment.

#### *6.2.2 Employment, recruitment and induction*

- Act as the employer of AGLG salaried staff, and undertake the functions of that role, except where otherwise provided for in this agreement
- Undertake the advertising of AGLG employment opportunities as they arise.
- Provide to the City of Armadale the option of being represented on any employment interview panel.
- Provide advice and endorse the Statement of Duties through the EMC.

#### *6.2.3 Performance management of staff*

Through the EMC provide input to AGLG annual employee appraisals.

#### *6.2.4 Personal protective equipment*

Provide personal protective equipment to the OSH requirements of the City of Armadale.

### **6.3 Employee Management Committee**

The AGLG will be represented on the EMC by at least two of the following:  
Chairperson, Deputy Chairperson, Secretary or Treasurer

### **6.4 Vehicles**

With regard to 4.5, above, the AGLG will:

- Pay all invoices promptly;
- Ensure that employees comply with the City of Armadale's fleet operating, care and maintenance requirements and schedules; and

- Require employees to attend the Defensive Driver training course.

#### **6.5 Works on lands managed by the Cities**

AGLG employees will discuss and prepare work plans with relevant staff in the Partner local governments. AGLG staff will attend environmental team meetings at each office as required.

Works on City-managed lands will be documented in the relevant City's record system.

#### **6.6 Insurance and liability**

The AGLG will maintain Public Liability Insurance \$20,000,000 Product Liability Insurance \$20,000,000 and Personal Accident Insurance for the group's volunteers.

#### **6.7 Working with Partner local government staff**

The AGLG will use its best endeavours to communicate with and work with relevant staff in the Partner local governments regarding AGLG works and projects.

#### **7 Agreement period**

This Memorandum of Understanding will remain in force until 30 June 2019, synchronous with the term of the AGLG Business Plan, at the conclusion of which period it will be referred to both Partner local governments for renewal.

Notwithstanding the above, the term of this agreement may be extended by the mutual agreement of the Parties in writing.

#### **8 Confidentiality**

The Parties agree to confidentiality and will not disclose, communicate or divulge to anyone confidential information received through, or for the purposes of this Memorandum of Understanding, without the prior approval of each party to the agreement or unless expressly required by law.

#### **9 Intellectual Property Rights**

The Parties acknowledge that nothing in this Memorandum of Understanding shall affect ownership, including third party ownership, of any intellectual property rights.

#### **10 Dispute Resolution**

The Parties will attempt to settle all disputes arising from the execution of, or in connection with, this Agreement through friendly consultation between the Parties. Failing agreement, arbitrators may be appointed by each Party involved in the dispute, in accordance with the provisions of the *Commercial Arbitration Act 2012*. Any Party may, if it so desires, be represented by a qualified legal practitioner or other representative.

### 11 Variations

The Parties may agree to vary this Memorandum of Understanding at any time by an exchange of letters.

### 12 Termination

This agreement may be terminated at any time by:

- Mutual agreement of all Parties in writing at any time; or
- Any Party by giving three months' notice in writing to the other Parties.

### 13 Signatories

Signed by the Parties

\_\_\_\_\_  
**Ray Tame**  
Chief Executive Office  
City of Armadale

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ian Cowie**  
Chief Executive Office  
City of Gosnells

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ken Downsborough**  
Chair  
Armadale Gosnells Landcare Group

\_\_\_\_\_  
**Date**

## **Appendix 1: Natural Areas Partnership Concept (NAP)**

### **Natural Areas Partnership Concept (NAP)**

#### **SUMMARY**

The Armadale Gosnells Landcare Group (AGLG) is an independent, incorporated, community-based NGO formed in 1998. AGLG works in the Cities of Armadale and Gosnells to implement key rehabilitation projects, mostly in the riparian zones of the Canning, Southern and Wungong Rivers. AGLG projects are funded through state and commonwealth grants programs, and have a very strong community engagement element - mostly through volunteer activities, but also through the formation of "Friends of" groups.

AGLG has employed a Community Landcare Coordinator (CLC) since 1998, and a Community River Restoration Officer (CRRO) since 2001. The former position is funded through annual contributions from both Cities in 2012/13 of \$49,925 each; the latter position's funding relies entirely on external sources.

Current funding for the CRRO position terminates on 30 June 2013. There are no immediately apparent sources of funding for the position beyond this date.

The increasingly limited availability of grant funding for employment of staff presents an unacceptable risk to the ability of the AGLG to maintain operational activity at its 17 active sites in the Cities of Armadale and Gosnells.

One option available to the AGLG is to significantly reduce the number of areas it manages, placing at risk investments made by the Cities of Armadale and Gosnells and external funding bodies. Management of these sites would need to be taken over by the Cities, adding to the already large number of natural areas that they currently manage.

The Natural Areas Partnership concept (NAP) is proposed as a solution to the AGLG's position funding issue and an opportunity for the Cities of Armadale and Gosnells to extend their capacity to manage their natural areas. The NAP concept would see funding for the CRRO position shared by the Cities of Armadale and Gosnells who, in return, would acquire additional skills and resources to assist in more efficient and effective management of their natural areas through the part-integration of the CLC and CRRO into Parks' Natural Areas management.

The integration of the CLC and CRRO positions into the partner Cities' Natural Areas management capacity would:

- Enhance the implementation of the City of Gosnells' Biodiversity Conservation Management Plan (BCMP), and the City of Armadale's Local Natural Area Plan (LNAP)
- Enhance Natural Areas planning and management
- Add value to Natural Areas management capability through the introduction of a broad skill set in natural areas rehabilitation and management

- Increase the attraction of external funding to the management of local government Natural Areas
- Introduce the concept of community engagement and volunteer activity, key principles of AGLG operations, into local government natural areas management.

It is proposed that annual City contributions be increased by \$37,342 to fund the CRRO position, commencing in 2013/14. This brings a multitude of benefits to both Cities, as highlighted above. This approach also circumvents the requirement for both Cities to increase maintenance costs associated with existing AGLG sites. The proposal facilitates the achievement of City environmental and community based strategic objectives, enabling the Natural Areas Team/Bushcrew to focus on sites with enhanced ecological values.

#### **BACKGROUND**

The Armadale Gosnells Landcare Group (AGLG) is an independent, incorporated, community-based NGO formed in 1998 in response to community concern about the declining health and degradation of the Upper Canning, Southern and Wungong Rivers. AGLG works in the Cities of Armadale and Gosnells, whose municipal areas collectively comprise the majority of the catchment of the three rivers.

The AGLG has worked in partnership with the Cities of Armadale and Gosnells since 1998, when both Councils resolved to provide matching funds to support federal grant monies to employ a Landcare Coordinator. The focus of the AGLG to date has been the coordination and implementation of awareness-raising and on-ground action projects, with a focus on river and bushland management. The AGLG also plays an important role as community environmental advocate and lobbyist in the region.

The AGLG is guided by its Strategic Plan 2008-2018, particularly the Catchment Vision, Mission Statement and Key Objectives therein:

**Vision:** *Our community living and working in harmony with the environment of the Upper Canning and Southern-Wungong catchments.*

**Mission:** *To coordinate and promote ways of:*

- *Addressing current and future issues contributing to the degradation of the catchment and its waterways*
- *Halting degradation of the Canning, Southern and Wungong Rivers and their tributaries and;*
- *Ensuring that the catchment develops into a bio-diverse environment by considering the biological and socio-economic needs of its inhabitants and users*

#### **Key Objectives**

- *Improve water quality monitoring networks and distribution of data to guide future investments in water quality improvements*
- *Ensure that river restoration and revegetation activities and other restoration/landscape treatments of foreshores contribute to maintaining the ecological condition of AGLG's priority reaches*
- *Priority areas of natural bushland are appropriately conserved, restored and managed to provide a sanctuary for native species*
- *To identify the sources of sediment and extent of sedimentation so that an appropriate erosion and sediment management program can be established to protect priority riparian habitats*

- *To continually improve people's recognition of, and attitude to, local natural resource management issues that will provide leverage to a greater uptake of sustainable behaviours in the community*

**CURRENT OPERATIONS AND VALUE FOR INVESTMENT**

In the AGLG's current business model, during 2011/12 financial year the 2 FTE staff planned, coordinated and implemented Natural Areas rehabilitation and management activities over 17 project sites covering 34ha. The activities were funded through external grants programs amounting to \$230,348 across both local government areas. During this period, 5,800 community volunteer hours were coordinated and supervised by AGLG staff on local government lands. At current volunteer value rates, this equates to over \$160,000 in cash terms.

Tables 1 and 2, below, detail AGLG project sites and funding sources in both Cities.

**Table 1: AGLG Natural Areas project sites and funding sources in the City of Gosnells**

Natural Area	Suburb	Funds
John Okey Davis Park	Gosnells	Swan River Trust: Riverbank
Southernwood Park	Gosnells	Swan Alcoa Landcare Program
Yilgarn Way Reserve	Gosnells	Commonwealth: Caring for Our Country
Mary Carroll Park Wetlands	Gosnells	Swan Alcoa Landcare Program
Homestead Park	Thornlie	Swan River Trust: Riverbank
Corriedale Springs	Thornlie	Swan River Trust: Riverbank
Tom Bateman Reserve Bushland	Thornlie	Swan Alcoa Landcare Program
Sutherlands Park Bushland	Huntingdale	Department of Environment & Conservation: Community Grants

**Table 2: AGLG Natural Areas project sites and funding sources in the City of Armadale**

Natural Area	Suburb	Funds
Roleypool	Roleystone	Swan River Trust: Riverbank
Kelmscott Primary School & Fishcare	Kelmscott	Swan River Trust: Riverbank
Fancote Park and extension	Kelmscott	Swan River Trust: Riverbank
Scott Road	Kelmscott	Commonwealth: Caring for Our Country
Wright Brook	Clifton Hills	Swan Alcoa Landcare Program
Williams Road drain	Armadale	CoA
Westfield Heron	Camillo	SALP
Palomino Reserve	Seville Grove	State Government: Natural Resource Management Office

Peaceful Ponds	Mount Nasura	Swan Alcoa Landcare Program
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The AGLG is contracted by SERCUL to 30 June 2013 to undertake the revegetation aspect of six Commonwealth-funded Urban Waterways Renewal projects in the City of Armadale. This is the current source of funding for the CRRO.

It should be noted that there is no planned correlation between AGLG sites and the two Cities' strategic Natural Area management plans, which guide the prioritisation of management effort in Natural Areas management.

The City of Gosnells employs a three-member Natural Areas Team to manage its Natural Areas. Guided by the BCMP, the team has responsibility for 38 sites with a total area of 175 hectares.

The City of Armadale has recently recruited a three-member Bushcrew to oversee management of Local Natural Areas. It is their remit to perform weed control, capital works and revegetation in 44 reserves in the City of Armadale. Hence, the workload of the crew is substantial. These are separate areas to the sites that have been subject to works by AGLG.

The AGLG's focus is currently on the rehabilitation of identified degraded sites whose condition generally has a negative impact on other values such as water quality and biodiversity linkages in riparian corridors. The bulk of the AGLG sites listed in Tables 1 and 2 are not high BCMP or LNAP priorities. Exceptions include Tom Bateman Reserve Bushland and Sutherlands Park Bushland, where management activities have derived from a joint AGLG/City of Gosnells approach to site identification.

A number of the AGLG sites have ongoing rehabilitation programmes and have received continuous funding for over ten years. This has allowed significant improvements to be made to the sites, with long term benefits to the ecology and community perspective of the area.

The AGLG has attracted a significant amount of funding into the two Cities in the fourteen years since its establishment, achieving in excess of a million dollars for landcare activities in the two Cities. Recent grant income is detailed below:

#### **City of Gosnells**

In the 2011/12 financial year, the cumulative value of AGLG works in the City of Gosnells was \$171,181 (\$91,181 grants + \$80,000 volunteer labour). Based on its financial contribution of \$47,776 to the AGLG for the CLC position salary, the City of Gosnells received \$3.60 worth of output for every \$1.00 of its support funding.

#### **City of Armadale**

In the 2011/12 financial year, the cumulative value of AGLG works in the City of Armadale was \$187,807 (\$107,807 grants + \$80,000 volunteer labour). Based on its financial contribution of \$47,776 to the AGLG for the CLC position salary, the City of Armadale received \$3.90 worth of output for every \$1.00 of its support funding.

#### **AGLG STAFF**

The AGLG currently employs two full-time staff:

**Community Landcare Coordinator (CLC)**, fully funded by annual contributions from the Cities of Armadale and Gosnells, supported by resolutions of both Councils, currently pegged at \$47,776. This position is supported through the AGLG Business Plan 2011/2012-2013/2014. Funding has been secured for the role through council commitment until October 2014. The CLC's role is to:

- work with AGLG and the community to achieve the AGLG's objectives as detailed in the Strategic Plan 2008 – 2018

- seek external funding and grants to maintain and expand the Group's on-ground project activities
- develop, coordinate and manage AGLG programs and projects
- manage financial and budgeting aspects of the Group's activities
- assist with on ground works, organise community planting days and attend community workshops and events
- manage the Community River Restoration Officer (CRRO)

DRAFT

*Community River Restoration Officer (CRRO)*, a position that was created in 2001 to enhance the AGLG's potential to access greater amounts of grant funding and undertake a greater number of projects. The position has been funded through external grants and funds from the Federal Government, Main Roads WA, Lotterywest, Urban Waterway Renewal projects and AGLG itself. The CRRO's role is to:

- coordinate and manage community volunteer-based river restoration, bushland regeneration and revegetation activities
- plan, execute and coordinate annual tree planting green stock orders
- arrange weed control for all AGLG managed sites through professional contractors and hand weeding
- coordinate community volunteer activities days for school, corporate and community groups

Both Cities provide in-kind support by way of office space, telephone, computer and general office administration for the CLC and CRRO at their administration offices.

#### **RISK**

The reliance on external funding for the CRRO position provides a high level of uncertainty to the position and the position holder. Grants for employment purposes are rare and, if available, are usually for short-term projects and generally on an annual basis only. The current funding for the CRRO position comes through the Urban Waterways Renewal project, which ends on 30 June 2013.

If funding is unable to be secured for the period 1 July 2013 onward, operational activities by AGLG will reduce to pre-2001 levels, a situation that would be compounded by the need for the CLC to assume more operational activities to the detriment of good planning and external funding success. Immediately evident impacts include:

- reduced CLC focus on planning and coordination, having to undertake key tasks currently covered by the CRRO position
- smaller number of sites activated and managed by the AGLG
- potential expectation for the City to manage "abandoned" sites
- reduced ability to attract external funding
- reduced opportunity for community activation
- fewer school, corporate and community volunteer activity

Compound impacts would arise through the need for the CLC to assume responsibility for CRRO operational aspects, including the management of contractors, coordinating and running all community volunteer days, managing all greenstock orders and project planning. This comes on top of current CLC role whose key tasks include preparing grant applications, reporting to AGLG and the City, financial management, media releases, local government liaison, attending meetings, promotional work and general coordination of the AGLG.

The CLC role is currently estimated at 0.7FTE office-based work and 0.3 FTE assisting with on-ground works. This includes significant weekend work over winter, with 15 community planting days being held over 12 weekends during the 2012 planting season.

AGLG project sites are all in the management control of the two Cities. There would be an expectation amongst the community that these sites will continue to be maintained as is the present case through AGLG. Without sufficient resources, the AGLG would be forced to "abandon" some of these sites, and it is likely that the Cities would be expected to assume their management. This would come at an additional cost to the Cities, and could potentially divert the Natural Areas Team and Bushcrew resources from their prioritised project areas.

The AGLG is of the clear understanding that the loss of the CRRO position would deal a serious blow to landcare in the Cities of Armadale and Gosnells, and the potential demise of a demonstrably highly successful program.

**THE NATURAL AREAS PARTNERSHIP (NAP) - A PROPOSAL TO THE CITIES OF ARMADALE AND GOSNELLS**

The AGLG requests the Cities of Armadale and Gosnells to consider the shared funding of the CRRO position. Aside from the immediate benefits to the AGLG, the NAP proposes, through service provision to the Cities through a 0.2FTE allocation of each of the CLC and CRC officers (total 0.4FTE), with vehicle, potentially significant advantages to the two Cities through:

- improving the implementation of the City of Gosnells BCMP and the City of Armadale LNAP
- enhanced management of the natural environment
- increased community volunteer involvement in local government natural areas management
- opportunity to attract external funding - most not generally available to local government
- knowledge transfer and enhanced staff capability
- opportunity to initiate works in local government priority sites
- improved mobility of local government/AGLG Natural Areas personnel
- working directly with the community
- ability to undertake weekend work at no overtime cost

The NAP potentially addresses many of the initiatives/objectives identified in the City of Gosnells' *Community Plan - Our Future: 10 Point / 10 Year Commitment*, as outlined below in Table 3, below.

**Table 3: City of Gosnells Community Plan alignment with the NAP**

Action/Objective	Community Plan reference
Provide or facilitate suitable events and activities which bring people together	2. Promote a Proud and Harmonious Community
Continue to promote and encourage volunteering	3. Provide Opportunities for All
Work with Governments, the private sector and the not-for-profit sector to obtain funding and support for groups within the community	3. Provide Opportunities for All
Continue to promote and support the Living Streams initiative	4.3 Optimise the use of City assets
Undertake additional actions to protect and improve our natural assets such as weed eradication, dieback management and revegetation	6.1 Protect and improve our natural assets
Reduce activities which are damaging waterways such as the Bickley Brook	6.1 Protect and improve our natural assets
Look to specifically protect the interface of natural areas from degradation caused by humans	6.1 Protect and improve our natural assets

Educate the community on the benefits of protecting our natural assets	6.1 Protect and improve our natural assets
Ensure that the public access to natural areas is managed so that use is sustainable and the natural environment does not degrade	6.2 Integrate natural assets with community activity
Commit the City to working in partnership with the City of Armadale and the Armadale Gosnells Landcare Group to manage our natural environment	6.3 Encourage community action to protect the environment

The NAP potentially addresses many of the initiatives/objectives identified in the City of Armadale's *Strategic Plan - 2010-2014*, as outlined below in Table 4, below.

**Table 4: City of Armadale Strategic Plan alignment with the NAP**

Action/Objective	Strategic Plan reference
Support and strengthen community groups, organisations and volunteer services	1.1 Services that support community growth and development
Increase engagement and participation of youth in the community	1.1 Services that support community growth and development
Provide natural area maintenance and management programs	2.8 A natural environment and bushland that is sustained, enhanced and strengthened
Advocate and support management plants and initiatives to improve waterways within the City	2.8 A natural environment and bushland that is sustained, enhanced and strengthened

#### The Advantages

Securing financial resources for both the CLC and CRRO positions will maintain and enhance AGLG professional community landcare activity in the Cities of Armadale and Gosnells. The added advantage to both Cities, under the proposed NAP, would be the integration of that activity with the Cities' activities and priorities.

1. Improving the implementation of the Cities' BCMP and LNAP

It is currently apparent that the Cities' objectives, with regard to the implementation of the BCMP and LNAP, are challenging given the number, variety and size of natural areas. Augmentation of the Gosnells Natural Areas Team and Armadale Bushcrew through AGLG resource is a benefit of the proposed approach.

2. Enhanced management of the natural environment

Under the proposed AGLG business model, skills and resources would be transferred to include work on higher priority sites within the Cities where required. With a broad skill and knowledge base the AGLG have been successful in carrying out a variety of restoration projects in natural bushland and river environments as well as highly modified areas. This experience will be utilised in the management of high priority, under resourced natural areas within the Cities of Armadale and Gosnells

The AGLG engage with local contractors to undertake weed control and fencing work at project sites. The AGLG staff have an excellent relationship with the

contractors and strong contract management skills

3. Increased community volunteer involvement in local government natural areas management

AGLG has the skills and contacts to engage local residents in landcare activities on local reserves in the Cities of Gosnells and Armadale. The AGLG has a strong community focus, with a committee made up of well-respected local residents.

In the 2012 winter planting season over 2000 volunteers took part in AGLG organised planting events in the form of school, community and corporate planting days. The NAP will increase the number of joint projects with the AGLG, increasing volunteer involvement within the Cities but creating no extra work for City staff in terms of volunteer management.

Media stories are actively produced for local newspapers by the AGLG. This provides the opportunity to promote the environmental work being carried out in both Cities, and to raise awareness of environmental issues

4. Opportunity to attract external funding - most not generally available to local government

As mentioned, the AGLG have an excellent record attracting outside funding to undertake works within the Cities of Armadale and Gosnells. Since the AGLG's inception in 1998 the group have secured over \$1.5 million in grant funding to undertake restoration works and education on the Canning, Southern and Wungong rivers. Under the proposed business model these skills will be used to assist the Cities in attracting funding for priority sites and managing the funding grants

5. Knowledge transfer and enhanced staff capability

The AGLG staff work closely with staff at both Cities to carry out project works, and have an excellent knowledge of the local area. The NAP would enable a more inclusive approach to management of site within the Cities and enable skill and knowledge transfer between AGLG staff and the Bush Crew and Natural Areas Team

6. Opportunity to initiate works in local government priority sites

The AGLG currently operate on sites within the City of Gosnells and Armadale that would otherwise be unmanaged. These sites are ecologically important and are also highly valued from a community perspective

7. Improved mobility of local government/AGLG Natural Areas personnel

Both the AGLG staff have their own vehicles, enabling flexibility and the ability to transport volunteers and work onsite with council staff without needing to borrow additional council vehicles

8. Ability to undertake weekend work at no overtime cost

The AGLG staff work closely with community members, and are required to be flexible in their working hours, accruing time in lieu for additional hours. A large amount of work is carried out outside of office hours on weekends and during the evening. This includes attending meetings and local events and organising numerous planting and rubbish collection days

9. Strong link to SERCUL providing additional skills and training opportunities

The AGLG is supported by the South East Regional Centre for Urban Landcare (SERCUL). SERCUL is the sub-regional body for the south of the Swan NRM Region, taking in most of the southern and eastern suburbs of Perth.

Support is offered to the AGLG by SERCUL in the form of training, financial administration, project planning and design assistance, funding, web-hosting and sub-

regional advice and advocacy. The AGLG and SERCUL collaborate on many environmental projects including Slab Gully Stages 1, 2 and 3, Tom Bateman Reserve Constructed Wetlands and Pioneer Park reconstruction.

10. Proven success

The AGLG have been recognised for their work in Landcare in a local, state and national setting. Awards include:

- National finalist in the Landcare Awards -Urban Regeneration category 2012
- Winner of the State Landcare Award -Urban Regeneration category 2011
- Keep Australia Beautiful Council Sustainable Cities Award; 2009
- Swan Alcoa Landcare Program Local Government Recognition Award and; 2009
- WA Environment Awards; 2010

11. High quality work

Sites managed by the AGLG have a high success rate with good plant survival and weed management. Some AGLG sites have been funded by external bodies continuously for over ten years; this level of investment clearly demonstrates the consistently good results the AGLG achieve in their restoration projects.

**Cost of Employing the CRRO**

Funding provided through the respective Cities of Armadale and Gosnells Parks and Environmental departments would equate to a 0.5FTE per department. For this investment the departments would strengthen their relationship with a well-established Landcare group and access the skills and flexibility that the AGLG provide.

*The AGLG staff are not included in the total number of staff at either Council so no request for another position would be required through the formal staff establishment report. The City of Armadale provides HR and payroll services to the group but payment is managed through an annual contribution.*

	2012/2013	2013/2014	2014/2015
Salary - Level 4, step 1, 2, 3, 4	\$58,729	\$60,344	\$63,059
Superannuation 9%	\$5,285	\$5,430	5,675
Workers Comp 3%	\$1,761	\$1,810	\$1,892
Phone	\$600	\$600	\$600
Training	\$1,500	\$1,500	\$1,500
Car	\$5,000	\$5,000	\$5,000
<b>Total</b>	<b>\$72,875</b>	<b>\$74,684</b>	<b>\$77,726</b>

Hence, the proposed increase in contribution from both Cities in 2013/24 is \$37,342.

As outlined in the following case studies, the existing partnerships between the Cities and the AGLG are successful and provide benefits to the Cities and their community. The NAP provides the opportunity to enhance these partnerships to achieve positive outcomes for our local Natural Areas and the people that value them.

**Conclusion**

The NAP seeks equal contributions from the Cities of Armadale and Gosnells to fund the CRRO position within the AGLG, in alignment with the current CLC contract. The financial contribution of a 0.5FTE will not alter total staff numbers in either City. Through the NAP the Cities will gain greater access to the skills and resources of both AGLG staff, including on-ground knowledge, administration and grant writing skills, strong community links and flexible working arrangements.

Funding this position will enable the AGLG to continue their efforts in local landcare at their current capacity, and will enable the group to undertake new projects on behalf of the Cities in priority natural areas. This will involve seeking external grant funding, project management, community engagement and on-ground implementation.

If funding cannot be secured for the CRRO position the AGLG will be forced to greatly reduce the number of sites it can manage. This will result in management being returned to the Cities, or the sites being abandoned. It is recognised that both Cities are already fully-committed in terms of natural area management; management of these additional sites would place further pressure on limited resources available for the priority natural areas.

The NAP is seen as a low cost, low risk option to enhance natural area management and community involvement in landcare in the Cities of Armadale and Gosnells.

DRAFT

**Memorandum of Understanding**  
**between**  
**City of Armadale**  
**and**  
**Armadale Gosnells Landcare Group**  
**(Inc).**  
**July 2010 – June 2013**

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## 1 Introduction

### 1.1 History and background

In recognition of common objectives between the Cities of Armadale and Gosnells and the Armadale Gosnells Landcare Group Inc. (the Group) the Cities have provided some level of administrative and financial support to the Group since its inception. The Group was originally called the Upper Canning/ Southern-Wungong Catchment Management Team.

In the early years the City of Gosnells shared some aspects of the administrative support, with Gosnells providing support for a particular service in one year and the City of Armadale providing support the following year. However, this was disruptive and inefficient. Similar arrangements were also in place for the South East Regional Energy Group who employs a Syt! Program Coordinator.

In early 2007 there was general agreement that the City of Gosnells would provide administrative support for the South East Regional Energy Group, and the City of Armadale would provide administrative support for the Armadale Gosnells Landcare Group.

### 1.2 Shared objectives and relevant Council resolutions

The City of Armadale's Strategic Plan identifies that one of the City's goals is to provide "*enhanced natural and built environments*". The Strategic Plan also identifies one of the City's aims is to provide "*A natural environment and bushland that is sustained, enhanced and strengthened*".

In August 1998 Council resolved that it "*support(s), in principle, the general thrust of the Upper Canning Southern Wungong Catchment Management Plan and its recommendations but that it expresses its extreme concerns about the funding implications of the plan.*" In November 1998 Council resolved to "*accept the Upper Canning/ Southern Wungong Management Plan as a guide for the strategic management of the catchments concerned and that the Swan River Trust and Upper Canning/ Southern Wungong Catchment Management Team be advised.*" Since that time the Cities of Armadale and Gosnells have contributed financially to the Armadale Gosnells Landcare Group and provided some level of administrative support. Both Councils provide office space and workstations for Armadale Gosnells Landcare Group staff.

In December 2004 the City of Armadale resolved that "*Council's contribution of \$30,000 per annum (indexed to accommodate Council's annual allowance for inflation) to the Armadale Gosnells Landcare Group continue, with the Armadale Gosnells Landcare Group determining the best way to utilise funds to achieve catchment management objectives in the City of Armadale, and subject to the City of Gosnells contributing a similar amount*". The City of Gosnells contributes a similar amount.

In September 2008 the Armadale Gosnells Landcare Group produced an updated version of the Catchment Management Plan, the Armadale Gosnells Landcare Group Strategic Plan 2008 – 2018. The revised AGLG Strategic Plan (2008-2018) continues

to adopt principles of integrated catchment management and community engagement through targeted investment in a set of priority actions.

When put to the City of Armadale in December 2008 the council resolved “*That the council note the Armadale Gosnells Landcare Group Strategic Plan 2008 – 2018 and advise the Armadale Gosnells Landcare group that council considers that the 10-year objectives in the Armadale Gosnells Landcare Group Strategic Plan 2008 – 2018 are appropriate catchment management objectives*”.

### 1.3 Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding is to formalise the administrative support provided by the City of Armadale and in doing so to clearly identify the responsibilities of each party.

## 2 Support provided by the City of Armadale and obligations of the AGLG in respect to the support provided

Support will be provided as per the resolutions noted under 1.2 above.

### 2.1 Human Resource Management

The Armadale Gosnells Landcare Group employs its own staff, and the City of Armadale provides administrative support. Overall responsibility to ensure all legal and other obligations between employer and employee are met remains the responsibility of the Group.

The table below identifies City of Armadale support, Armadale Gosnells Landcare Group obligations to receive City support, and details some key employer responsibilities that remain with the Group.

Service or aspect	City of Armadale Support	Group obligations to receive City support, and some key responsibilities that remain with the Group.
Payroll	<p>Fortnightly payment of wages to Armadale Gosnells Landcare Group staff.</p> <p>Superannuation, Insurance and Workers Compensation to be kept up-to-date.</p> <p>Record keeping of all payments made.</p>	<p>City of Armadale Payroll officer to be provided with fortnightly timesheets and information concerning rates of pay.</p>

Service or aspect	City of Armadale Support	Group obligations to receive City support, and some key responsibilities that remain with the Group.
	Armadale Gosnells Landcare Group to be invoiced quarterly with above mentioned costs itemised.	Prompt payment of quarterly invoices.
Recruitment, selection and induction	<p>Assistance will be provided with these tasks. The City may accept or reject the offer to be represented on the interview panel.</p> <p>The Job Description Form and Employee Contract will be prepared consistent with City guidelines.</p> <p>The City of Armadale will provide the induction program provided to its employees to the Group employees.</p>	<p>Advertising of the position. Offer the City a position on the interview panel.</p> <p>Provide advice and endorse Job Description Form. Sign contract with employee.</p>
Training	Corporate training (e.g. Occupational Health and Safety, Equal Opportunity, use of City equipment such as computer and computer software, defensive driving) at no cost to the Group.	Organise job specific training (e.g. river restoration skills).
Performance management of staff	Primary responsibility of the Environmental Coordinator, with input from the Armadale Gosnells Landcare Group Management Committee.	Provide input into performance management criteria and reports.
Personal protective equipment		Provide required equipment and advise employee on when its use is required.
Industrial relations advice and dispute settlement	City of Armadale Human Resources Department to provide advice only.	

## 2.2 Office support

The City of Armadale will provide one workstation consisting of a desk and computer for each Full Time Equivalent staff member employed by the Armadale Gosnells

Landcare Group. The workstation is to be provided in close proximity to the Environmental Coordinator and be based at the central office.

Storage space for records and minor equipment is also to be provided at each workstation.

### **2.3 Storage space and use of the Depot**

The City of Armadale will make available storage space or facilities at the depot, subject to the needs of the Group not significantly adversely affecting depot operations. Examples of existing levels of support or previous support that may be needed again in the future include:

- Land space for AGLG Sea Container including equipment and trailer
- Storage and care for plants prior to their distribution to sites

### **2.4 Other administrative support**

#### *2.4.1 Vehicles*

The City of Armadale is prepared to lease vehicles in the City's name for use of Armadale Gosnells Landcare Group employees.

The City will:

- Organise lease documents and establish the lease following agreement of the Group to the lease document and costs
- Provide fuel for the vehicle at cost through the City's bowsers
- Service the vehicle at the City's Depot at cost where this is the most economical method of vehicle servicing and does not contravene lease or warranty requirements
- Provide a detailed invoice to the Armadale Gosnells Landcare Group on a quarterly basis with itemised costs in relation to the vehicle

The Armadale Gosnells Landcare Group will:

- Pay invoices promptly
- Ensure employees are aware of their obligations to undertake regular vehicle checks (e.g. for oil levels)
- Require employees to attend the Defensive Driver training course

#### *2.4.2 Secretarial support*

The City of Armadale will provide a secretary to provide administrative support for Armadale Gosnells Landcare Group meetings, and to do mail outs for key events. The Group is responsible for preparation of agendas and material to be mailed out.

For Armadale Gosnells Landcare Group Meetings:

- the Landcare Coordinator prepares the agenda in a timely manner and e-mails it to the Secretary;
- the Secretary mails out the agenda, then attends the meeting, takes the minutes and prepares draft minutes; and
- the draft minutes are checked by the Landcare Coordinator which is then mailed out by the Secretary, usually with the next Agenda.

#### *2.4.3 Meeting venues*

The City shall make available meeting venues for Armadale Gosnells Landcare Group meetings and community education events at no cost, subject to availability.

#### *2.4.4 Record keeping*

In acknowledgement that the in-kind support noted above may be recognised as a contribution for certain grant applications, the City shall keep records of in-kind support provided for projects if specifically requested in writing by the Armadale Gosnells Landcare Group.

### **3 Obligations of the Armadale Gosnells Landcare Group**

#### **3.1 General obligations**

The Armadale Gosnells Landcare Group shall use its best endeavours to achieve implementation of the Armadale Gosnells Landcare Group Strategic Plan 2008 - 2018, and to direct its efforts equally between the Cities of Armadale and Gosnells.

#### **3.2 Working on Council land**

All works on Council land shall be undertaken in accordance with the procedures identified in the City of Armadale's Friend's Group Manual.

Works on Council land should be documented in the City's record system.

#### **3.3 Working with other Council staff**

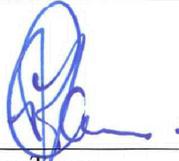
The Armadale Gosnells Landcare Group will use its best endeavours to communicate with and work with where appropriate relevant staff in the City regarding activities directed towards achievement of the City's aims, particularly where these are achieved through events. For example, Armadale Gosnells Landcare Group staff have previously partnered with the City's Community Development staff to implement events focussed on building social capital in a neighbourhood that met both parties objectives. The Group also puts up a display at each annual Minnowarra Festival.

### **4 Expiry**

This Agreement will cease on 30 June 2013. The City of Armadale and Armadale Gosnells Landcare Group shall endeavour to negotiate a new Memorandum of Understanding prior to the expiry date.

## 5 Agreement and signatures

The signatures below signify agreement to the Memorandum of Understanding as detailed in sections one to four above.



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Ray Tame  
Chief Executive Officer  
City of Armadale



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Cam Clay  
Chair  
Armadale Gosnells Landcare Group