

Service level agreement

Weed biosecurity and associated services

Rous County Council
Tweed Shire Council



Version	Purpose and description of amendment	Date authorised	Authorised by
1.0	Service level agreement: Rous County Council and Tweed Shire Council	DRAFT	DRAFT
2.0	Service level agreement: Rous County Council and Tweed Shire Council	18 August 2016	Kyme Lavelle, General Manager



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Service level agreement

This is an agreement between the **Service Provider** and the **Customer** (together referred to as the '**Parties**') regarding the provision of certain **Services**.

Background

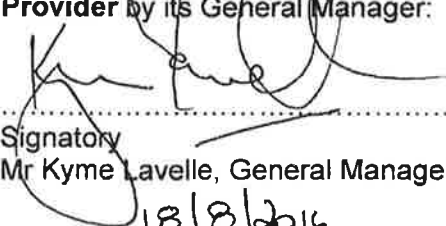
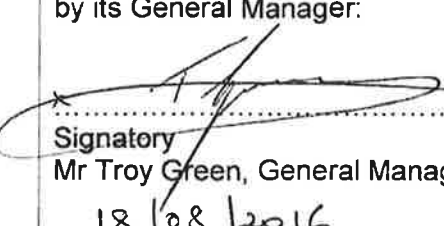
- A. Far North Coast County Council was established as a county council by proclamation in 1920 and was a local control authority under the *Noxious Weeds Act 1993* for the local government areas of Ballina Shire, Byron Shire, Kyogle, Lismore City, Richmond Valley and Tweed Shire.
- B. By proclamation under the *Local Government Act 1993* Far North Coast County Council was dissolved effective 1 July 2016 (NSW Government Gazette No. 52 of 22 June 2016 page 1517-1520). All the functions and operations of the former county council in the local government areas of Ballina Shire, Byron Shire, Lismore City and Richmond Valley were transferred to Rous County Council. Far North Coast County Council's functions and operations in the local government areas of Tweed Shire and Kyogle were transferred back to those respective councils.
- C. The Parties recognise the importance of establishing a service level agreement that provides a clear baseline of service expectation and sets out the responsibilities of the Service Provider and the Customer. While the agreement is intended to set minimum service levels the parties agree that it must be sufficiently flexible to adapt and respond to changing needs.
- D. Among other things the parties agree that this service level agreement will be an arrangement of the kind contemplated under section 69 of the *Noxious Weeds Act 1993*. It is acknowledged that Tweed Shire Council will effect certain delegations under that Act in order to enable Rous County Council to undertake regulatory activities for and on its behalf.

Details		
Service Provider (We, Us, Our)	Name	Rous County Council
	ABN	81 383 023 771
	Address (location)	Level 4, 218/232 Molesworth Street, LISMORE, NSW 2480
	Address (postal)	PO Box 230, LISMORE, NSW 2480
	Contact person	Mr Kyme Lavelle, General Manager
	Telephone	(02) 6623 3800
	Mobile telephone	(0427) 068 854
	Facsimile	(02) 6622 1181
	E-mail	council@rous.nsw.gov.au
Customer (You, Your)	Name	Tweed Shire Council
	ABN	90 178 732 496
	Address (location)	10-14 Tumbulgum Road, MURWILLUMBAH, NSW, 2484
	Address (postal)	PO Box 816, MURWILLUMBAH, NSW, 2484
	Contact person	Ms Tracey Stinson, Director Community and Natural Resources
	Telephone	(02) 6670 2400



Details				
			1300 292 872	
	Mobile telephone		(0409) 598 424	
	Facsimile		(02) 6670 2429	
	E-mail		tsc@tweed.nsw.gov.au	
Services	Refer to Annexure A.			
Term	Unless sooner terminated, the term of this Agreement is:			
	Start date	Date upon signing.	End date	30 June 2019 (inclusive), with an option for a further 2 years.
Timetable	Refer to Annexure A.			
Fees	Refer to Annexure B plus Agreed Expenses as determined in accordance with clause 3 and evidenced by Tax Invoices.			
Payment due dates	After satisfactory completion of relevant deliverables/tasks (as set out in Annexure A), within 30 calendar days of receipt of a Tax Invoice and any supporting documentation You may reasonably require.			
	In the case of any Agreed Expenses, the claim for payment must include copies of all third-party Tax Invoices for expenses incurred.			
	Refer to Annexure B for details of billing and payment arrangements.			
Specified Personnel	Name 1		Kyme Lavelle	
	Position		General Manager	
	Telephone		(02) 6623 3810	
	Mobile telephone		(0427) 068 854	
	E- mail		kyme.lavelle@rouswater.nsw.gov.au	
	Name 2		Philip Courtney	
	Position		Manager Weed Services	
	Telephone		(02) 6623 3815	
	Mobile telephone		(0427) 335 509	
Insurance	E-mail		philip.courtney@fncw.nsw.gov.au	
	Professional Liability (insured limit any one event in any one year)			\$20M
	Public Liability/Broadform Public and Products Liability (insured limit any one event in any one year)			\$10M
	Workers compensation insurance as required by law			
	Other			Not applicable.
	Insurance must be in place for the duration of the Agreement and a period of two years after the End date.			
Liability Cap	3 x the 2016/17 Fee paid to the Service Provider (excluding any fee paid for Additional services).			
Other documents forming part of this Agreement	Not applicable.			
Governing Law	The laws of New South Wales govern this Agreement.			



<p>Signed for and on behalf of the Service Provider by its General Manager:</p>  <p>Signatory Mr Kyme Lavelle, General Manager.</p> <p>18/8/2016</p> <p>Print date</p>	<p>Signed for and on behalf of the Customer by its General Manager:</p>  <p>Signatory Mr Troy Green, General Manager.</p> <p>18/08/2016</p> <p>Print date</p>
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Terms and conditions

PART 1 Meaning of words

'Confidential Information' of a party means any information that:

- (a) The disclosing party designates or indicates is the proprietary or confidential information of that party (or a third party to whom it owes an obligation of confidentiality) at the time of disclosure or, where this is not possible, confirms in writing as being confidential within 14 days after disclosure; or
- (b) Is derived or produced partly from the Confidential Information including without limitation any calculation, conclusion, summary or computer modelling; or
- (c) Is capable of protection at law or equity as confidential information, but does not include information:
 - (i) Acquired from a source other than the disclosing party or any of its representatives where such a source is entitled to disclose it;
 - (ii) Independently developed or known by the other party including because it is in the public domain otherwise than through a breach of this Agreement;
 - (iii) The other party can prove by contemporaneous written documentation was already known to it at the time of disclosure (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
 - (iv) Required to be disclosed by law.

'Contract Material' means all documents, data and other material first created or brought into existence under this Agreement and includes questionnaires, reports, software, technical information, plans, maps, charts, photographs, drawings, calculations, tables, schedules, electronic or magnetic data.

'Details' means the details to which these terms are attached.



'Intellectual Property' or 'IP' means all intellectual property rights, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, registered designs, trade marks, and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in (a).

For the purposes of this Agreement the following words have the meaning ascribed to them in the Details: **Customer, Service Provider, Services, Term, Timetable, Fees, Payment due dates, Specified Personnel, Insurance, Other documents forming part of this Agreement and Governing Law.**

PART 2 Services

2.1 We agree to provide the Services:

- 2.1.1 In accordance with the Timetable and in any event, by the End date, unless You agree otherwise;
- 2.1.2 In a professional and ethical manner to the standard expected of a competent, qualified and experienced professional providing similar services;
- 2.1.3 In accordance with Your reasonable directions;
- 2.1.4 Reporting to, meeting with, and/or consulting with, You in accordance with this Agreement or otherwise as You may reasonably require; and
- 2.1.5 Complying with applicable laws and any policies of the NSW or local government that You notify to Us, including the requirements of Your Code of Conduct.

PART 3 Evaluation and monitoring

- 3.1 We agree to furnish You twice per financial year with a performance report with progress and outcomes status in relation to Our delivery of each of the Services set out in Annexure A including any additional services that You engage Us to undertake on Your behalf. Wherever possible We will utilise GIS mapping information to inform performance reporting.
- 3.2 The parties agree that in addition to the requirements in clause 3.1, they may at any time request to meet and discuss service delivery, performance and associated matters. A request to meet will not be unreasonably refused and each party will meet their own costs for attendance at such meetings.

PART 4 Payment of Fees and Agreed Expenses

- 4.1 In consideration of Our supply of the Services in accordance with this Agreement, You will pay Us the Fees and any agreed expenses (**'Agreed Expenses'**) at the times and on the conditions listed in the Details.
- 4.2 Any payment made in accordance with this Part 4 does not constitute an admission by You that the Services are in conformity with this Agreement and no payment will be deemed to release Us from Our obligations under this Agreement.



PART 5 Taxes and charges

- 5.1 If any goods and services tax (GST) is payable by the Supplier for the supply of goods or services or other things under this Agreement, any Consideration payable for those Supplies will be increased by the amount of GST payable (except to the extent that the Consideration is already expressed to be GST inclusive), less any decrease in the cost to the Supplier of supplying the Supply resulting from the abolition or variation of any taxes, duties or statutory charges in conjunction with the imposition of GST.
- 5.2 If You are liable to pay any GST in connection with any supply that You make to Us under this Agreement, on receipt of a valid Tax Invoice We will promptly pay You that GST amount.
- 5.3 We will pay all other taxes and charges payable in connection with this Agreement.
- 5.4 For the purposes of this Part 5 the following terms have the meaning ascribed to them in *A New Tax System (Goods and Services Tax) Act 1999*: **Consideration, Goods and Services Tax or GST, Supplier, Supply and Tax Invoice.**

PART 6 Liability Cap

- 6.1 To the extent permitted by law, Our liability under this Agreement is limited to the Liability Cap, except to the extent that Our liability:
 - 6.1.1 Is covered by any insurance required by this Agreement, or would have been covered by such insurance if We had complied with those requirements;
 - 6.1.2 Arises as a result of Our (or Our personnel's) fraud, negligence or unlawful acts or omissions;
 - 6.1.3 Arises as a result of infringement of third-party intellectual property in the Contract Material; or
 - 6.1.4 Arises as a result of Our (or Our personnel's) acts or omissions that cause death, personal injury or property damage including damage to the environment.

PART 7 Indemnity

- 7.1 We indemnify You (and Your personnel) against any liability or loss that You suffer in connection with:
 - 7.1.1 Any fraud, negligence or unlawful act or omission by Us or Our personnel;
 - 7.1.2 Any infringement of a third party's intellectual property rights in the Contract Material;
 - 7.1.3 Any act or omission by Us or Our personnel causing death, personal injury or property damage including damage to the environment; and
 - 7.1.4 Any breach of this Agreement by Us or Our personnel.



PART 8 Insurance

- 8.1 We must take out and maintain for the Term, with an insurer authorised by the Australian Prudential Regulation Authority, the required Insurance.
- 8.2 We must produce certificates of currency for the required Insurance before beginning to provide the Services and from time to time at Your request.

PART 9 Contract Material

- 9.1 You own the Contract Material, including all Intellectual Property in that material. We must do everything necessary to give effect to this provision.
- 9.2 We have a non-exclusive licence to use, copy and modify the Contract Material for the purposes of this Agreement and for any other purposes that You expressly agree with Us in writing.
- 9.3 We may only incorporate third-party material in the Contract Material with Your prior written consent, which will not be given unless You are satisfied that its terms of use permit You to make effective use of that material.

PART 10 Treatment and handling of information

- 10.1 We agree not to disclose without Your prior consent any information in connection with the Services or this Agreement other than as necessary to perform the Services, with respect to any matter that is public knowledge or as legally required.
- 10.2 Clause 10.1 does not apply in relation to reporting obligations that We may have in relation to grant funding arrangements and under legislation including for the purposes of Our annual report under the *Local Government Act 1993*.
- 10.3 Each party as the recipient of Confidential Information ('**Recipient**') must in relation to the Confidential Information of the other party ('**Discloser**'):
 - 10.3.1 Keep it confidential;
 - 10.3.2 Use it only as permitted under this Agreement and only disclose it to employees, contractors, agents and visitors who have a need to know;
 - 10.3.3 Not copy it or any part of it that is in material form other than as strictly necessary and must mark any such copy 'Confidential - ([Name of Discloser])'; and
 - 10.3.4 Promptly comply with any request by the Discloser to return or destroy any or all copies of Confidential Information unless required by law to be retained.
- 10.4 The Recipient must:
 - 10.4.1 Implement security practices against unauthorised copying, use and disclosure (whether that disclosure is oral, in writing or in any other form); and
 - 10.4.2 Immediately notify the Discloser if the Recipient becomes aware of any:
 - 10.4.2.1 Unauthorised copying, use or disclosure in any form; or
 - 10.4.2.2 Disclosure required by law.



PART 11 Disclosure and access to information

- 11.1 We must, within 20 working days of receiving a written request by You, provide You with immediate access to the following information contained in records held by Us:
- 11.1.1 Information that relates directly to the performance of the Services provided to You by Us pursuant to the Agreement;
 - 11.1.2 Information collected by Us from members of the public to whom We provide, or offer to provide, the Services pursuant to the Agreement; and
 - 11.1.3 Information received by Us from You to enable Us to provide the Services pursuant to the Agreement.
- 11.2 For the purposes of clause 11.1, information does not include information that We are prohibited from disclosing to You by provision made by or under any legislation, whether of any State or Territory, or of the Commonwealth.
- 11.3 We will provide copies of any of the information in clause 11.1, as requested by You, at Our own expense.
- 11.4 Any failure by Us to comply with any request pursuant to clause 11.1 and 11.3 will be considered a Dispute in relation to which Part 14 of this Agreement will apply.
- 11.5 If the Services involve access to personal information about individuals, then We agree to:
- 11.5.1 Comply with all applicable privacy legislation (including Your Privacy Management Plan/Policy) and any other measures that You may reasonably require to maintain privacy; and
 - 11.5.2 Keep personal information safe and secure, only using it for the purpose of this Agreement (or as legally authorised or required) and only disclosing it to a third party with Your prior written consent (or as legally authorised or required).
- 11.6 You will provide Us with cadastral data of Your local government area including property owner names and contact details every six months. The data will be used by Us for the purpose of exercising the functions You have delegated to Us under the *Noxious Weeds Act 1993* and for related purposes. To complement this clause, the parties may enter into a separate data share agreement governing the specific arrangements, terms and conditions in relation to the provision of cadastral data.

PART 12 Conflict of interest

- 12.1 We warrant that, to the best of Our knowledge, as at the Start date We do not have a conflict of interest, and no conflict of interest is likely to arise for Us, in the performance of this Agreement.
- 12.2 We agree that We will notify You immediately We become aware of the existence or possibility of the existence of a conflict of interest.



PART 13 Disputes

- 13.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement or the Services the subject of this Agreement ('Dispute') unless it has first complied with this Part 13.
- 13.2 A party claiming that a Dispute has arisen must notify in writing the Contact person of the other party to the Dispute giving details of the Dispute.
- 13.3 Each party must negotiate in good faith to resolve a Dispute and, if necessary involve the General Managers or other senior officers of the parties directly in the negotiations.
- 13.4 If the Dispute involves technical matters and has not been resolved by negotiations under the previous clause within a reasonable time, the parties will refer the Dispute for determination by an independent expert agreed by the parties in the technical field of the Dispute.
- 13.5 If the Dispute is not resolved under clause 13.3 or 13.4 within 30 days (or longer period agreed between the parties), the parties must refer the Dispute for mediation by the Australian Disputes Centre ('ADC') for resolution in accordance with the Mediation Rules of the ADC.
- 13.6 If the Dispute is not resolved under clause 13.5 within 60 days after referral (or longer period agreed between the parties) either party may initiate proceedings in a court.
- 13.7 The parties agree to share equally all of the external third party costs involved in any independent dispute resolution including but not limited to professional fees charged by the expert engaged under clause 13.4 together with any travel, accommodation or other incidental costs they pass on, and in the case of a mediation under clause 13.5 the administration fees and any other fees charged by the ADC.
- 13.8 The parties agree to cover all of their own costs of participating in a dispute resolution process.

PART 14 Termination

- 14.1 The parties agree not to terminate this Agreement for three years from the Start date.
- 14.2 Following the expiry of the period referred to at clause 14.1, a party may only terminate this Agreement if the party's governing body resolves to do so and with 12 months prior written notice.
- 14.3 Upon termination of this Agreement We must immediately:
 - 14.3.1 Stop providing the Services and take all reasonable steps to mitigate any costs arising due to early termination;
 - 14.3.2 Return or destroy (as instructed by You) any material that You have supplied to Us in connection with this agreement; and
 - 14.3.3 Provide You with the Contract Material in any format/s that You reasonably request.



14.4 Upon termination of this Agreement You must immediately pay Us:

14.4.1 Any Fees and Agreed Expenses payable for the Services up to the date of termination; and

14.4.2 Our reasonable costs and expenses that You are satisfied We have unavoidably incurred as a direct result of Your early termination (excluding any loss of profit), up to an amount equal to the value of one month of the Services,

less any amount that You may deduct by reason of a previous overpayment of Fees and Agreed Expenses made in error, a payment owed by Us to You under Our indemnity, an amount of any payment You are legally required to make for Us or Our employees in the way of superannuation, payroll tax, workers compensation or wages or a prepayment of Fees and Agreed Expenses for Services not yet performed at the date of termination.

PART 15 Use of names and publication

15.1 We must obtain Your written consent before We use Your name or any trademark or logo of Yours; or use any Contract Materials as a means of endorsement by You.

PART 16 General

16.1 It is agreed that, to the maximum extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any obligations and liabilities of Us under or in connection with this Agreement whether such obligations or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at Law.

16.2 The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

16.3 Our relationship under this Agreement is one of principal and independent contractor. We are not Your employee, agent or partner. In so far as the delivery of regulatory services is concerned We are Your delegate and will act for and on behalf of You in accordance with the terms and conditions of the applicable delegation.

16.4 If there is any inconsistency between provisions of this Agreement then the order of precedence is:

16.4.1 Special Conditions (if any);

16.4.2 Terms;

16.4.3 Details;

16.4.4 Any Annexure or other Attachment.

16.5 This Agreement may only be varied in writing, signed by both of Us.

16.6 Any waiver of a breach must be in writing and will not amount to a waiver of any other breach.



- 16.7 We must not assign our rights in relation to this Agreement (and may only transfer Our obligations with Your prior written consent).
- 16.8 We acknowledge and understand that You may have in place:
- 16.8.1 Workplace surveillance technology (camera, computer and tracking); and
 - 16.8.2 A drug and alcohol testing program.
- 16.9 By entering into this Agreement:
- 16.9.1 We acknowledge that We, Our employees and Our subcontractors may be subject to workplace surveillance and/or drug and alcohol testing when on site conducting activities associated or in connection with the Services, whether that is on Your premises or not.
 - 16.9.2 We agree that We are responsible for advising Our employees and any subcontractor engaged by Us to deliver or facilitate the delivery of the Services that they may be subject to workplace surveillance and/or drug and alcohol testing.
- 16.10 If You determine that We, Our employee/s or Our subcontractor/s are in breach of Your drug and alcohol procedures, You will immediately notify Us and escort the person in breach from site. We acknowledge and agree that the person will not be permitted to return to site until they produce a negative testing result from Your test/s.
- 16.11 You agree to provide Us a copy of any policy and procedure in relation to the programs described at clause 16.8 prior to the commencement of delivery of the Services. This includes providing Us with updated versions of such policy and procedure as and when they are approved.
- 16.12 Any term of this Agreement that is capable of continuing to apply beyond the Term will do so including terms relating to Liability, Indemnity and Insurance and Contract Material.
- 16.13 The parties agree that the repeal of the *Noxious Weeds Act 1993* as a consequence of the commencement of the *Biosecurity Act 2015* will not impact the validity or operation of this Agreement.



Appendices



Annexure A: Service schedules

Service request turnaround timeframes

We will respond to service related incidents and/or requests submitted by You within the following time frames:

- Within 48 hours (during business hours) for issues classified as **High** priority: State-wide prohibited matter.
- Within 5 working days (during business hours) for issues classified as **Medium** priority: Regional high priority weeds as identified by the Regional Weeds Committee.
- Within 10 working days (during business hours) for issues classified as Low priority: Regionally widespread weeds as identified by the Regional Weeds Committee.

Services

1. NSW Weeds Action Plan

We will perform the role of lead agency for the local implementation of the plan including management and administration for and on Your behalf.

2. General services

In this section a reference to *region* means the local government area of Rous County Council including the local government areas of Kyogle and Tweed Shire.

Objective 1: Prevent the establishment of new weed species in our region

Desired achievement: 1.1 High priority species and pathways identified and managed

	Activity	Measured by	Agreed service level/target (annual)
1.1	Identify High Risk sites.	Number of High Risk sites identified.	180
1.1	Treat High Risk sites.	Number of High Risk sites treated by hectare.	120 hectares
1.1	Inspect High Risk pathways.	Number of High Risk pathways inspected by kilometre.	1,000km
1.1	Treat High Risk pathways.	Number of High Risk pathways treated by kilometre.	500km
1.1	Distribute weed identification literature.	Number of brochures/flyers developed and distributed.	1,200 items
1.1	Distribute hygienic practice protocols.	Number of hygienic practice protocols developed and distributed.	15
1.1	Provide media coverage.	Number of media releases developed and published.	10



Objective 1: Prevent the establishment of new weed species in our region			
Desired achievement: 1.2 Develop and implement early detection capabilities			
	Activity	Measured by	Agreed service level/target (annual)
1.2	Conduct bi-annual review workshop.	Number of workshops conducted and documented.	Every second year.
1.2	Develop lists of high priority weeds.	Number of lists of high priority weeds.	1
1.2	Undertake weed Risk Assessments.	Number of weed Risk Assessments undertaken.	3 (across the region).
1.2	Develop and implement Weed Management Plans for new incursions.	Number of weed management plans for new incursions developed and implemented.	10 (across the region).
1.2	Develop and submit funding application for new incursions.	Number of funding applications submitted for new incursions.	1 (across the region).
1.2	Early detection content on Council's website.	Number of reporting tools available on website for reporting new weeds.	2
1.2	Set up a network of informed community members to assist with early detection of new weeds.	Community members included on rapid response weeds database.	1 database.
1.2	Create brochures/flyers with photos describing high priority weeds.	Number of high priority weed brochures/flyers developed including provision of digital versions for websites and other multimedia applications.	3 (across the region).
1.2	Distribute brochures/flyers with photos describing high priority weeds.	Number of high priority weed brochures/flyers distributed	1,000
1.2	Provide plant identification services.	Number of plant identifications undertaken.	50
1.2	Review High Priority weeds and incursion plans.	Number of high priority weeds and incursion plans reviewed.	10
1.2	Participate in weed risk assessment regional workshops.	Rate of participation at regional weed risk assessment workshops.	1

Objective 2: Eliminate, or prevent the spread of new weed species in our region			
Desired achievement: 2.1 Timely detection of new weed incursions			
	Activity	Measured by	Agreed service level/target (annual)
2.1	Documentation of Council's program for High Priority weeds.	Number of weed management plans developed.	10



Objective 2: Eliminate, or prevent the spread of new weed species in our region			
Desired achievement: 2.1 Timely detection of new weed incursions			
	Activity	Measured by	Agreed service level/target (annual)
2.1	Aerial surveys.	Number of aerial surveys undertaken.	1 (every second year).
2.1	Protocols developed for early detection of aquatic weeds.	Number of protocols for early detection of aquatic weeds developed.	1
2.1	Distribute targeted weed information (print and electronic).	Number and type of weed information published and distributed.	1,000 items.
2.1	Class 5 weeds information to High Risk sites.	Number of Class 5 weed brochures distributed.	150
2.1	Media coverage by media releases.	Number of media releases developed and published.	10
2.1	Website to include section for new landholders.	New landholder section developed and included on website.	1
2.1	Publicity of hotline numbers.	Rate of use of hotline number.	15 weed reports collected from advertised hotline.
2.1	Host and document field days targeting new incursions.	Number of field days held targeting new weed incursions.	3 field days targeting new weed incursions.
2.1	Media releases targeting rapid response program.	Number of media releases developed and published.	10
2.1	Staff attendance at each North Coast Regional Weeds Committee meeting.	Participation at North Coast Regional Weeds Committee meetings.	100% attendance.
2.1	Utilise television, radio, print and social media to communicate key messages.	Number of instances where integrated electronic communication pathways have been utilised.	3
2.1	Evidence of collaboration with state and regional stakeholders.	Number of instances of collaboration.	4



Objective 2: Eliminate, or prevent the spread of new weed species in our region			
Desired achievement: 2.2 Provide a rapid response to eradicate or contain new weeds			
	Activity	Measured by	Agreed service level/target (annual)
2.2	Joint funding submissions for High Priority weed species.	Number of joint funding submissions for High Priority weed species prepared and lodged.	1
2.2	Containment and/or eradication of new incursions.	Number of weed infestations contained or eradicated.	250
2.2	Implementation of rapid response plans for new incursions.	Number of rapid response plans implemented for new incursions.	10

Objective 3: Reduce the impacts of widespread weed species in our region			
Desired achievement: 3.1 Identification and prioritisation of management programs where benefits are the greatest			
	Activity	Measured by	Agreed service level/target (annual)
3.1	Develop management programs targeting greatest impact.	Number of project and activities targeting the management of widely established weeds.	5
3.1	Establish collaborative partnerships to provide environmental benefits.	Number of partnerships established to identify high biodiversity sites and management actions.	4
3.1	Reduce impact of existing weeds on biodiversity, including Threat Abatement Plans.	Number of examples of where weed control has reduced the impact on biodiversity.	20
3.1	Reduce the impacts of widespread weeds on public roads.	Kilometres of roadsides treated for widespread weeds.	100
3.1	Participation in relevant widespread weeds programs.	Number of management programs targeting the control of widespread weed species.	5
3.1	Promote rapid declaration of new weeds where necessary.	Number of instances promoting rapid declaration of a weed species.	Number of instances (as required).



Objective 3: Reduce the impacts of widespread weed species in our region			
Desired achievement: 3.2 Provide effective and targeted on-ground control			
	Activity	Measured by	Agreed service level/target (annual)
3.2	Council weed management plans linked to NSW Invasive Species Plan.	Number of weed management plans linked to NSW Invasive Species Plan.	10
3.2	Monitor, review and report to North Coast Regional Weeds Committee meetings.	Number of Weed Management reports provided to North Coast Regional Weeds Committee.	4
3.2	Monitoring for High Priority weed species.	Number of High Priority weed species monitored.	10
3.2	Evidence of monitoring of "eradicated" species.	Number of site inspections per year.	5
3.2	Identification of priority sites.	Number of priority sites identified.	800
3.2	Evidence of reduced weed impacts.	Area of priority sites in which there is a reduction in distribution and abundance of weed infestation.	Reduction in distribution and abundance of weed infestation across 100 hectares of priority sites.
3.2	Instances of coordinated control (e.g. NSW Office of Environment & Heritage, Lands) across different land tenure.	Number of instances of coordinated control across different land tenure.	3
3.2	Provide weed species information to education providers.	Number of educational providers given information on weed species.	2

Objective 3: Reduce the impacts of widespread weed species in our region			
Desired achievement: 3.3 Private landholders motivated to manage invasive species proactively			
	Activity	Measured by	Agreed service level/target (annual)
3.3	Advice to landholders on best practice etc.	Number of landholders provided best practice advice.	1,200
3.3	Local Control Authorities promote integrated weed control.	Number of landholders and other key stakeholders provided advice on an integrated approach to weed management.	1,000



Objective 3: Reduce the impacts of widespread weed species in our region			
Desired achievement: 3.3 Private landholders motivated to manage invasive species proactively			
	Activity	Measured by	Agreed service level/target (annual)
3.3	Section 64 certificates issued to potential buyers of land.	Number of section 64 certificates issued to potential buyers of land.	50
3.3	Private property inspections undertaken.	Number of private property inspections undertaken.	1,200
3.3	Host weed field days.	Number of weed field days hosted.	1
3.3	Attend relevant displays, shows and industry events.	Number of relevant displays, shows and industry events attended.	3 within the local government area.
3.3	Presentations to relevant interest groups.	Number of presentations to relevant interest groups.	3
3.3	Information provided to conveyancers and real estate agents.	Number of information brochures provided to real estate agents.	10
3.3	Publicise NSW Industry and Investment PRIMEfacts.	Number of Primary Industries fact sheets distributed to key stakeholders.	150
3.3	Distribute information about use of new web-based facilities and weed management technology.	Council website contains latest weed management information and downloadable advice.	Achieved.
3.3	Distribute information regarding legal obligations.	Number of media promotions developed highlighting landholder obligations for weed management.	3
3.3	Update or create best practice control guidelines.	Develop best practice guidelines for preventing weed seed spread and post on website.	Achieved.

3. Regulatory services

We will exercise the functions delegated to Us by You under the *Noxious Weeds Act 1993* and any subsequent relevant Act.

4. Additional services

We will provide such other additional services on terms and conditions as agreed by Your General Manager and Our General Manager (or their respective delegate).



Annexure B: Fees, payment and billing arrangements

1. Fees

Period	Services	\$ excl. GST
2016/17	NSW Weeds Action Plan General Services Regulatory Services	\$158,600
2017/18	NSW Weeds Action Plan General Services Regulatory Services	\$158,600 + rate pegging
2018/19	NSW Weeds Action Plan General Services Regulatory Services	2017/18 + rate pegging
2019/20	NSW Weeds Action Plan General Services Regulatory Services	2018/19 + rate pegging
2020/21	NSW Weeds Action Plan General Services Regulatory Services	2019/20 + rate pegging

Payment will increase annually by rate pegging on a compounding basis. In the event rate pegging is abolished, payment will increase annually by the 'All Groups CPI Sydney' index on a compounding basis.

Additional services will be charged as agreed by Your General Manager and Our General Manager (or their respective delegate).

The parties agree that the matter of the transfer of assets in accordance with the proclamation published in the NSW Government Gazette No. 52 of 22 June 2016 page 1517-1520 will be determined by agreement before the End date.

2. Payment and billing arrangements

Tax Invoices are issued quarterly (1 July, 1 October, 1 January and 1 April).

Payment terms are 30 days from invoice date and method of payment is by direct deposit to Rous County Council as the Tax Invoice.



Annexure C: Dispute resolution framework

	You	Us
Level 1	Coordinator Natural Resource Management	Coordinator
Level 2	Director Community and Natural Resources	Manager
Level 3	General Manager	General Manager

