



City of  
**Greater Geraldton**  
a vibrant future



## **PARTNERSHIP AGREEMENT**

between

### **CITY OF GREATER GERALDTON**

(Referred to as the 'City')

and

### **DRUMMOND COVE PROGRESS ASSOCIATION**

(Referred to as the 'Partner')

to

### ***Drummond Cove Foreshore Rejuvenation and Adaptation Project***

(Referred to as the 'Project')

**TITLE:** The following sets out the terms of a Partnership Agreement between the Partner and the City.

**DATE:** This agreement becomes effective once duly signed by both parties.

**TERM OF AGREEMENT:** Partnership of the Project for the term of one calendar year (365 days)

**OBJECTIVE:** The Partnership Agreement is founded on the principles as outlined in the City of Greater Geraldton *Council Policy 062 Corporate Partnerships*. The Intent of this agreement is to formalize an advantageous partnership arrangement for both parties in a spirit of good faith.

### **SPECIFICS OF AGREEMENT**

The City acknowledges the good work done by the Drummond Cove Progress Association (DCPA). It would like to support their efforts to undertake the Drummond Cove Foreshore Rejuvenation and Adaptation Project over Reserve R24738. The following clauses will guide a mutual understanding of DCPA activities on the foreshore Reserve R24738.

1. The Partner agrees to improve and maintain Reserve R24738 in accordance with the following clauses:

- a. Planning

- An overall master plan outlining the general layout of all proposed on-ground works for the site is to be provided as an attachment as annexure A.
- Stage 1 of the on-ground works shall be clearly identified in the master plan. The Stage 1 works will form the approved works for the everlasting partnership. A Detailed Design Plan (DPP) for the Stage 1 works may also be provided as an attachment as annexure B.
- Future stages of on-ground works in line with the overall master plan shall be submitted to the City for consideration and approval.

- b. On-ground works

**General**

- DCPA shall inform the City of on-ground works undertaken through email to [council@cgg.wa.gov.au](mailto:council@cgg.wa.gov.au)
- CGG may assist the initial ground works through the provision a skip-bin for the collection of rubbish and dead-plant material.

On-ground works may include the following:

**Planting**

- Tubestock planting shall be undertaken only in degraded areas or areas where weed removal has occurred.
- Any planting or seed introduced to the reserve shall be local provenance and appropriate to the existing soil type.
- Species lists of planned revegetation plants shall be provided to CGG and agreed upon prior to any on-ground revegetation efforts and prior to procuring plants for revegetation.
- The CGG may provide assistance with tubestock planting revegetation efforts depending on staff availability.
- CGG may assist with the provision of weed suppression/stabilisation matting.

**Plant removal**

- Trees and shrubs along the tracks that DCPA wishes to create shall be trimmed (not removed) in line with exemptions and regulations for clearing native vegetation.
- Isolated trees/shrubs plants may be removed in line with exemption and regulations for clearing native vegetation or, if no exemption applies via an application for a clearing permit process. DCPA shall provide a map of planned Tree/Shrub removal to the City via email prior to any exempted plant removal or as part of the permit application.
- The CGG may assist with Tree/Shrub removal and disposal off site with four (4) weeks' notice provided by DCPA

**Weed removal**

- DCPA are encouraged to produce a basic weed and conservation management plan prior to weed removal. This plan would be a "living document" subject to change as agreed upon by CGG and DCPA.
- If a basic weed and conservation management plan including priorities, actions, herbicides and methods has been provided to and approved by the City, no prior notice required for on ground weed removal activities required.
- If no weed management plan is in place then all planned weed removal on ground activities are to be discussed with and approved by the City at least three (3) weeks prior to any works commencing.

- Weed removal may take the form of:  
Hand pulling of weeds where possible by DCPA members using appropriate PPE.  
Cut and painting of weeds where appropriate by DCPA members using appropriate PPE.  
Stem injection or wiping where appropriate by DCPA members using appropriate PPE.  
Spraying shall be undertaken by skilled contractors or certified DCPA member in conditions that will limit spray drift.
- CGG may assist in the removal of African boxthorn (*Lycium ferocissimum*) through the provision of boxthorn brigade weed removal packs

#### **Infrastructure**

- DCPA shall fund all infrastructure design and construction in accordance with the Geraldton CHRMAP Report (Draft).
- Any infrastructure design, construction and placement including shade shelters, bench seating is to be agreed upon between DCPA and CGG prior to implementation.
- Any infrastructure design, construction and placement is to align with the following coastal adaptation measures:  
Beach shelters, Seats, Walking tracks, Fencing: Managed retreat trigger - Allow continued use until the asset is no longer safe or structurally sound. Minor repair permitted consistent with asset lifecycle and expected planning timeframe.  
Beaches, Dunes, Foreshore Reserve: Monitor erosion, build resilience through nature based approaches (revegetation programs, sand trapping etc)  
Trees: Plan for removal and re-planting as future requires
- CGG shall maintain the fence line to the boundary of the project area. The fence line to the north boundary of the project area is deemed sacrificial and be subject the coastal adaptation measure identified above.
- CGG shall maintain the drainage infrastructure within the project area.

#### **c. Governance and Risk**

- DCPA shall maintain appropriate insurance to cover its activities and participants in its activities.
- DCPA shall comply with the provisions of the:  
Wildlife Conservation Act 1950, Wildlife Conservation Regulations 1970;  
Environmental Protection Act (Clearing of Native Vegetation) Regulations 2004;  
Bush Fires Act 1954;  
Bushfire Regulations 1954;  
Aboriginal Heritage Act 1972; and  
Any notices in force under the above legislation.
- DCPA shall establish and use a Job Safety Analysis and Safe Work Method Statements to cover participants for all on-ground activities that the group may be involved in for example but not limited to: weeding, vegetation removal, planting.
- CGG shall implement its On-Site Management Plan (OSMP) in relation to remediation of asbestos fragments that may be present on site.

2. The City agrees to grant to the Partner:
  - a. Right of renewal for initiative.
  - b. A media release and social media posts announcing the partnership.
  - c. Project progress media releases and social media posts as required.
  - d. The Program Partner will be listed in the Everlasting Partnership webpage within the City of Greater Geraldton website, as a Gold Partner. Organisation logo, contact details and web link will be included.
  - e. The Program partner will be acknowledged as a Partner and organisation logo included in the Everlasting Partnership digital honour board. The digital honour board conducts rotational screenings in the foyer of the City Civic Centre.
  - f. Inclusion in TaGG (Talk about Greater Geraldton), the City's monthly full page advertorial in the Geraldton Guardian when referencing the Everlasting Partnership program.
  - g. Acknowledgement of Program Partner through any associated media releases or social media posts referencing the Everlasting Partnership program.
  
3. The Partner agrees to provide the City with:
  - a. *DCPA Organisation logo*

## **PERFORMANCE CRITERIA**

Compliance with this Partnership Agreement will be demonstrated by the following:

- a. Partner provision of services listed in 1. above.
- b. City promotion and Partnership recognition as listed in 2. above.

## **ACCOUNTABILITY REQUIREMENTS**

The City agrees to provide relevant information pertaining to the Partnership.

## **ENTIRE AGREEMENT**

The Partnership Agreement constitutes the entire understanding of the parties and replaces all previous agreements or understandings associated with the Partnership.

## **VARIATIONS TO THE AGREEMENT**

The terms of this Agreement cannot be modified other than by further agreement in writing signed by both parties.

## **TERMINATION**

This Partnership Agreement may be terminated by the mutual written consent of both parties.

## **DISPUTES**

Should any dispute arise concerning any matter referred to in this Agreement or arising out of it, a resolution shall be sought by discussion between the Partner and the City Representative. If agreement is not reached the dispute shall be referred to two arbitrators, one appointed by each party. If the arbitrators are unable to agree the dispute will then be referred to an umpire selected by the arbitrators. No further action or suit will be brought by either party until the award has first been made by the arbitrator or the arbitrators' umpire.

**NOTE:**

*Partners should seek their own advice as to their responsibilities under the GST Act, as the City accepts no responsibility for Partner's actions in respect to GST compliance arising from this Partnership.*

**SPONSORSHIP AGREEMENT REPRESENTATIVES**

**CITY OF GREATER GERALDTON**

City Representative: Michael Dufour  
Telephone - direct 9956 6624  
Mobile 0417 159 271  
Facsimile 9956 6674  
Email – direct [michaeld@cgg.wa.gov.au](mailto:michaeld@cgg.wa.gov.au)  
Web [www.cgg.wa.gov.au](http://www.cgg.wa.gov.au)

**THE SPONSOR**

Sponsor Representative:  
Postal Address:  
Mobile:  
Facsimile:  
Email:  
Web:

**SIGNATORIES TO AGREEMENT**

The City and the Project Partner have read and hereby agree to the above conditions.

**EXECUTED by the parties:**

**CITY OF GREATER GERALDTON**

\_\_\_\_\_  
 Ross McKim  
 CHIEF EXECUTIVE OFFICER

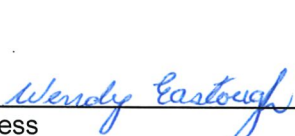
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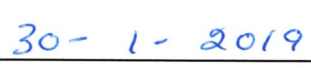
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 Date

**PARTNER**

  
 \_\_\_\_\_  
 DCPA  
 Authorised Representative

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Date