

NOTICE OF MEETING



EXTRAORDINARY TRANSPORT AND INFRASTRUCTURE ADVISORY COMMITTEE MEETING

An Extraordinary Transport and Infrastructure Advisory Committee Meeting of Byron Shire Council will be held as follows:

Venue	Conference Room, Station Street, Mullumbimby
Date	Friday, 17 May 2019
Time	11:30am

Phillip Holloway
Director Infrastructure Services

CONFLICT OF INTERESTS

What is a “Conflict of Interests” - A conflict of interests can be of two types:

Pecuniary - an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person or another person with whom the person is associated.

Non-pecuniary – a private or personal interest that a Council official has that does not amount to a pecuniary interest as defined in the Local Government Act (eg. A friendship, membership of an association, society or trade union or involvement or interest in an activity and may include an interest of a financial nature).

Remoteness – a person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to a matter or if the interest is of a kind specified in Section 448 of the Local Government Act.

Who has a Pecuniary Interest? - a person has a pecuniary interest in a matter if the pecuniary interest is the interest of the person, or another person with whom the person is associated (see below).

Relatives, Partners - a person is taken to have a pecuniary interest in a matter if:

- The person's spouse or de facto partner or a relative of the person has a pecuniary interest in the matter, or
- The person, or a nominee, partners or employer of the person, is a member of a company or other body that has a pecuniary interest in the matter.

N.B. “Relative”, in relation to a person means any of the following:

- (a) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descends or adopted child of the person or of the person's spouse;
- (b) the spouse or de facto partners of the person or of a person referred to in paragraph (a)

No Interest in the Matter - however, a person is not taken to have a pecuniary interest in a matter:

- If the person is unaware of the relevant pecuniary interest of the spouse, de facto partner, relative or company or other body, or
- Just because the person is a member of, or is employed by, the Council.
- Just because the person is a member of, or a delegate of the Council to, a company or other body that has a pecuniary interest in the matter provided that the person has no beneficial interest in any shares of the company or body.

Disclosure and participation in meetings

- A Councillor or a member of a Council Committee who has a pecuniary interest in any matter with which the Council is concerned and who is present at a meeting of the Council or Committee at which the matter is being considered must disclose the nature of the interest to the meeting as soon as practicable.
- The Councillor or member must not be present at, or in sight of, the meeting of the Council or Committee:
 - (a) at any time during which the matter is being considered or discussed by the Council or Committee, or
 - (b) at any time during which the Council or Committee is voting on any question in relation to the matter.

No Knowledge - a person does not breach this Clause if the person did not know and could not reasonably be expected to have known that the matter under consideration at the meeting was a matter in which he or she had a pecuniary interest.

Participation in Meetings Despite Pecuniary Interest (S 452 Act)

A Councillor is not prevented from taking part in the consideration or discussion of, or from voting on, any of the matters/questions detailed in Section 452 of the Local Government Act.

Non-pecuniary Interests - Must be disclosed in meetings.

There are a broad range of options available for managing conflicts & the option chosen will depend on an assessment of the circumstances of the matter, the nature of the interest and the significance of the issue being dealt with. Non-pecuniary conflicts of interests must be dealt with in at least one of the following ways:

- It may be appropriate that no action be taken where the potential for conflict is minimal. However, Councillors should consider providing an explanation of why they consider a conflict does not exist.
- Limit involvement if practical (eg. Participate in discussion but not in decision making or vice-versa). Care needs to be taken when exercising this option.
- Remove the source of the conflict (eg. Relinquishing or divesting the personal interest that creates the conflict)
- Have no involvement by absenting yourself from and not taking part in any debate or voting on the issue as if the provisions in S451 of the Local Government Act apply (particularly if you have a significant non-pecuniary interest)

RECORDING OF VOTING ON PLANNING MATTERS

Clause 375A of the Local Government Act 1993 – Recording of voting on planning matters

- (1) In this section, **planning decision** means a decision made in the exercise of a function of a council under the Environmental Planning and Assessment Act 1979:
 - (a) including a decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but
 - (b) not including the making of an order under Division 2A of Part 6 of that Act.
- (2) The general manager is required to keep a register containing, for each planning decision made at a meeting of the council or a council committee, the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.
- (3) For the purpose of maintaining the register, a division is required to be called whenever a motion for a planning decision is put at a meeting of the council or a council committee.
- (4) Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document, and is to include the information required by the regulations.
- (5) This section extends to a meeting that is closed to the public.

BYRON SHIRE COUNCIL
EXTRAORDINARY TRANSPORT AND INFRASTRUCTURE ADVISORY COMMITTEE MEETING

BUSINESS OF MEETING

1. APOLOGIES

2. DECLARATIONS OF INTEREST – PECUNIARY AND NON-PECUNIARY

3. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS

- 3.1 Transport and Infrastructure Advisory Committee Meeting held on 8 March 2019
- 3.2 Extraordinary Transport and Infrastructure Advisory Committee Meeting held on 12 April 2019
- 3.3 Extraordinary Transport and Infrastructure Advisory Committee Meeting held on 14 May 2019

4. STAFF REPORTS

Infrastructure Services

- 4.1 Integrated Transport Management Strategy - Draft RFQ Review4

STAFF REPORTS - INFRASTRUCTURE SERVICES

Report No. 4.1 Integrated Transport Management Strategy - Draft RFQ Review

Directorate: Infrastructure Services

Report Author: Daniel Strzina, Project Engineer

File No: I2019/706

Summary:

This report presents a Draft Request for Quotation (RFQ) for the engagement of a specialist consultant to undertake further development and preparation of an Integrated Transport Management Strategy (previously known as the Shire-wide Transport Strategy) using the outcomes from TIAC meetings and workshops to date as a foundation for the development of the document.

RECOMMENDATION:

That the Draft RFQ for the development of the Integrated Transport Management Strategy (previously known as the Shire-wide Transport Strategy) be adopted for the engagement of a specialist consultant to undertake the work.

Attachments:

- 1 2019.00XX - Draft RFQ - Byron Shire Integrated Transport Management Strategy, E2019/33900 ,
page 6 [↓](#)
- 2 Att1 - 2019 03 08 - I2019 80 Report to Transport and Infrastructure Advisory Committee Development
of a Shire-wide Transport Strategy, E2019/33901 , page 52 [↓](#)
- 3 Att2 - E2018 10445 Community Engagement Policy 2018 and template, E2019/33902 , page 66 [↓](#)
- 4 Att3 - E2015 36109 Project Plan Template, E2019/33903 , page 85 [↓](#)

REPORT

Council at it's meeting on 28 March 2019, resolved as follows:-

19-127 **Resolved** that Council adopt the following Committee Recommendation(s):

Report No. 4.5 Development of a Shire-wide Transport Strategy

File No: I2019/80

Committee Recommendation 4.5.1

1. That the Council note the following sections including amendments of a Shire-wide Transport Strategy:
 - a) Scope and context
 - b) Vision
 - c) Principles
 - d) Issues and challenges
2. That Council note the formation of a Transport Strategy Working group under the guidance of TIAC:
 - a) To develop a RFQ for the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy
 - b) To consider the method of consultation
 - c) To meet as frequently as required (Lyon/Ndiaye)

In accordance with this resolution, a draft RFQ has been prepared for the engagement of a specialist consultant to undertake the preparation of the Integrated Transport Management Strategy (previously known as the Shire-wide Transport Strategy), using the outcomes of workshops and meetings to date as a foundation for the development of the Strategy.

The draft RFQ and appendices have been attached to this report for review and endorsement by the Transport Strategy Working Group at it's meeting on 17 May 2019.

STRATEGIC CONSIDERATIONS

Community Strategic Plan and Operational Plan

Objective: 1:	We have infrastructure, transport and services which meet our expectations
Strategy: 1.3:	Support, through partnership, a network of integrated sustainable transport options
Action 1.3a)	Ensure an integrated and accessible transport network (SP)
Activity:	Prepare an Integrated Transport and Movement Plan (ITMP)

Legal/Statutory/Policy Considerations

There are no negative legal, statutory or policy compliance implications associated with this report.

Financial Considerations

Funding of \$75,000 exists, of which there is \$61,258 remaining (as of 10/05/2019).

Consultation and Engagement

No consultation or engagement is necessary for this project at this time.

2019.00xx – Byron Shire Integrated Transport Management Strategy



REQUEST FOR QUOTATION - CONSULTANCY

2019.00xx - BYRON SHIRE INTEGRATED TRANSPORT MANAGEMENT STRATEGY

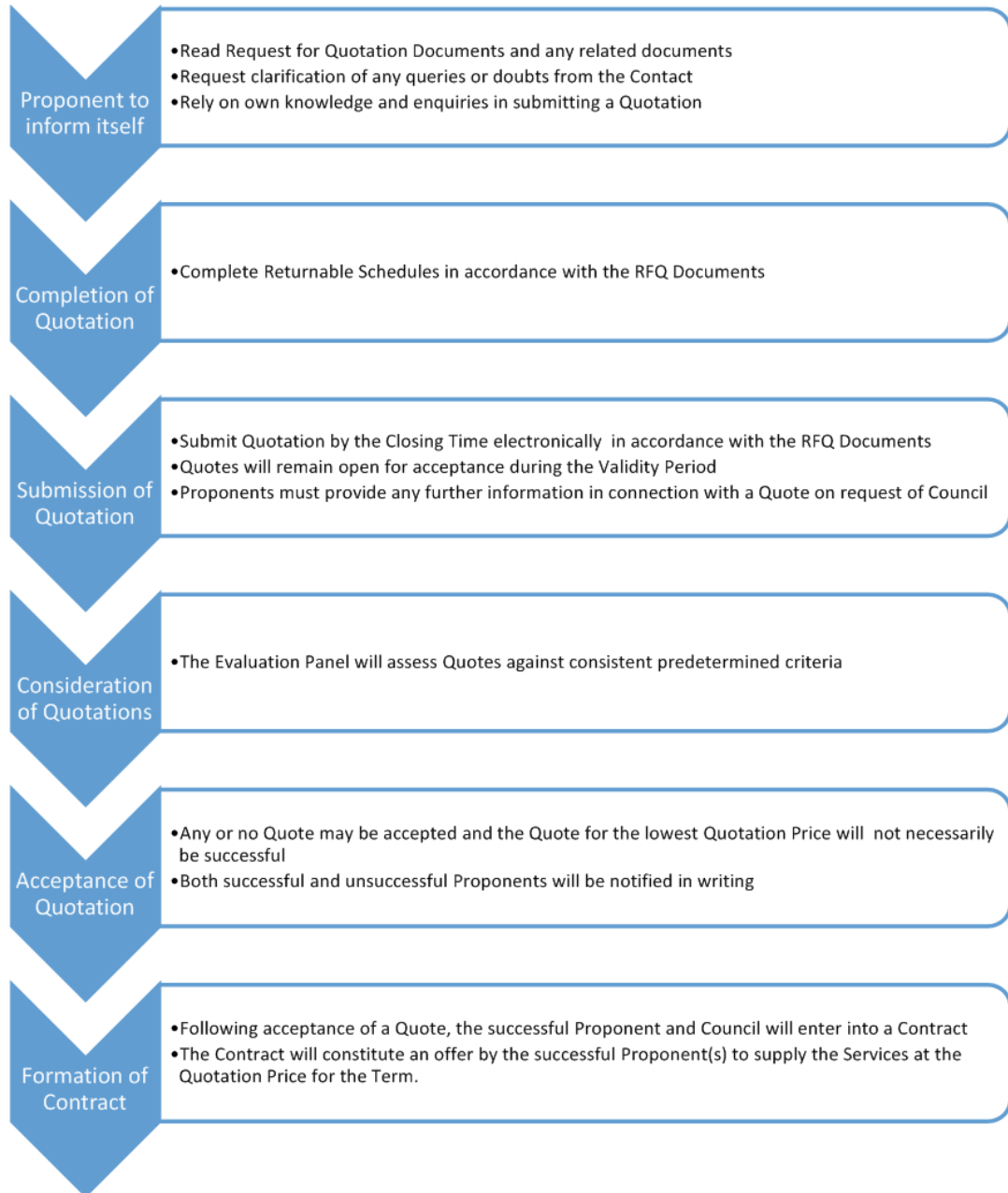
10 MAY 2019

Deadline for lodgement of quotations:	2:00pm on Friday 26 July 2019	
Submit Quotations to:	www.tendersonline.com.au/byron	
Council's nominated contact person:	Name:	Daniel Strzina
	Email:	dstrzina@byron.nsw.gov.au
CM9	E2019/33900	

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A1 – Information for Proponents – Read and keep this part

PART A1 - INFORMATION FOR PROPONENTS

1. OVERVIEW OF QUOTATION PROCESS



2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A1 – Information for Proponents – Read and keep this part

2. KEY INFORMATION ABOUT THIS REQUEST FOR QUOTATION

Name of Project:	Byron Shire Integrated Transport Management Strategy
Quotation Number:	2019.00xx
Quotation Validity Period:	90 days
How to Submit Quote	1. Electronic lodgement at tendersonline.com.au/byron: <ul style="list-style-type: none"> • Response Schedules • All attachments to be in separate files • Each file should be clearly labelled as to its contents
RFQ Documents	Part A – Information for Proponents (read and keep this Part) <ol style="list-style-type: none"> 1. Information for Proponents 2. Invitation to Quote 3. Conditions of Contract Part B <ol style="list-style-type: none"> 1 Returnable Schedules <ol style="list-style-type: none"> 1.1 Compliance Assessment 1.2 Price 1.3 Capability Assessment
Contract	The general conditions of contract for this RFQ are set out in Part A3.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

PART A2 INVITATION TO QUOTE

1. THE BRIEF

1. INTRODUCTION

This project is known as the Byron Shire Integrated Transport Management Strategy.

The Integrated Transport Management Strategy [the Strategy] will be Byron Shire Council's parent transport document; an overarching, policy-level strategic document that will act at high level to guide how Byron Shire Council (Council) proceeds with funding. It will provide a direction for the Byron Shire transport network through the next 20 years, and will identify priorities and have a coordinated set of actions that will be achieved within clearly identifiable five year goals.

It will be supported by Council's Bicycle Strategy and Action Plan (Bike Plan) and Pedestrian Access and Mobility Plan (PAMP), and will inform other Council plans and strategies, while also functioning as a mechanism by which to support projects and initiatives.

Council is seeking to engage a suitably qualified and highly experienced consultant to prepare an Integrated Transport Management Strategy, using the outcomes of Transport and Infrastructure Advisory Committee (TIAC) workshops and meetings to date as a foundation for the development of the Strategy. The ideal consultant will have expertise in the context and issues of Byron Shire, data collection and analysis, a degree of innovation, experience in presenting as an expert at workshops and a demonstrated track record in successfully delivering projects of similar nature.

It is considered that much of the information required for the development of the Strategy is already available and the successful consultant is expected to have sufficient knowledge and experience to bring all the relevant information, facts and figures together to develop an excellent strategic document with a clear action plan. However, it is acknowledged that some data gathering may be required, and indeed may become apparent during the process of community consultation.

The primary goal is to develop an integral consensus document; a strategic plan based on high quality data and research to ensure that it is effective in influencing Council; a strategy that is practical, focused and achievable, and one that incorporates the existing undertakings of Council and – most importantly – responds to the needs of community and transport providers alike.

For this key information to shape Byron Shire towards 2040 and beyond requires a high level of diligence. This is an excellent opportunity for the appropriate consultancy to develop a benchmark document that would be used by a number of organisations as example of best practice.

2. PURPOSE

The purpose of this project is to prepare an Integrated Transport Management Strategy, with a horizon of 2040, to provide a strong and clear direction to Council to address and improve transport in Byron Shire, as well as a coordinated approach by all relevant agencies to the planning, implementation and monitoring of transport programs and projects.

Provision of transport infrastructure and services is one of the most important needs of our community and is a vital support to our economy. Although funded by all levels of government and the private sector, local government plays a key coordinating role in planning and delivery of infrastructure and services. Increasingly, local government planning for transport infrastructure and services needs to be considered in the context of a range of pressing environmental, economic and social challenges.

Planning reforms in NSW require Council's to develop 10 year Community Strategic Plans that identify community needs and include long term asset management plans. Strategic transport planning provides the opportunity to give consideration to transport challenges so as to maximise the

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

benefits and reduce the economic, environmental and social costs of an integrated transport network that meets the long term needs of the community.

3. PROJECT BACKGROUND

There is no current integrated plan for managing transport in Byron Shire. Separate processes are used to consider and prioritise road infrastructure upgrades, cycleways, pedestrian access, traffic, parking and public transport.

Between 1990 and 2003 Council received 16 reports regarding traffic and parking management in the Byron Bay area alone. Some of these reports are quite simple and provide limited factual information, while others are more comprehensive and have a strategic approach, recommending specific actions or works to improve traffic management.

In June 2006 Council considered a report (DM589879) recommending that Council adopt a recommended project scope for a Transport Management Study for the Byron Bay area (DM589880). It was envisaged that Council staff would then draft a project brief and seek expressions of interest.

At the Council meeting held 13 June 2006, the following was resolved (DM600947):

1. *That a review of the draft Transport Management Strategy project scope document (DM589880) take place at a workshop in August including key stakeholders, regional groups, representatives of councils represented by NOROC, the Northern Rivers Social Development Council, the Northern Rivers Regional Development Board and Northern Rivers Trains for the Future.*
2. *That the workshop considers the strategy as a shire wide document and the role of adjoining councils and state and federal government.*

The Byron Shire Transport Management Strategy Workshop was held Tuesday 29 August 2006. The workshop was attended by Councillors, staff, representatives from the Police, RTA, Ballina Council, Northern Rivers Trains for the Future and Council's Bikeway Committee. At the workshop a draft aim was developed for the Transport Management Strategy and the participants ranked objectives in order of perceived priority. The outcomes of this workshop were used to develop a Shire-wide Transport Strategy Project Scope (DM651408).

In 2008, Council resolved (08-776) to develop a strategic transport plan. Council's resolution referred to "core community concerns requiring consideration of specific actions in the development of a low carbon polluting transport network as part of a financially, ecologically and socially sustainable transport strategy".

In 2009, Council adopted the Strategic Transport Statement (aka Transport Policy, DM861019), the intention of which was to guide the development of a Transport Strategy. In January of 2019, Council reviewed for currency and adopted an amended version of this document (Transport Policy, E2019 10347).

Following the adoption of the original policy, a Draft Transport Strategy Discussion Paper (DM1030717) was developed in 2010. The purpose of this document was to discuss the 'core community concerns' and identify an approach to 'specific actions' that may be appropriate to meet the aims of a shire-wide Transport Strategy.

Over the subsequent six years, the content of the Draft Transport Strategy was refined and developed by the Transport Project Reference Group, followed by the Transport Advisory Committee (TrAC), which has since become the Transport and Infrastructure Advisory Committee (TIAC).

The following reports detail the most recent history and relevant content generated by TIAC for the development of the Transport Strategy, now known and referred to in this document as the Integrated Transport Management Strategy:

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- 2016 03 10 - **I2016 194** Report Transport Advisory Committee Proposed Development and Contents of a Council Transport Strategy
- 2016 08 16 - **I2016 884** Report Transport Advisory Committee Development of a Shire-wide Transport Strategy
- 2018 03 15 - **I2018 411** Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy
- 2018 04 20 - **I2018 685** Report to TIAC on Development of a Shire-wide Transport Strategy
- 2018 06 22 - **E2018 50848** Development of a Shire-wide Transport Strategy - TIAC Workshop 2 - Working Document
- 2018 06 22 - **I2018 1107** Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy Extraordinary
- 2018 11 15 - **I2018 2035** Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy
- 2019 03 08 - **I2019 80** Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy (**Attachment 1**)

TIAC at its meeting on 15 March 2018 considered a report on Development of a Shire-wide Transport Strategy (**I2018/411**) that sought to establish a process to move forward with to develop a Shire-wide Transport Strategy with reference to resolution 16-516 as the basis of the framework for the strategy.

At its extraordinary meeting on 20 April 2018, TIAC considered a report (**I2018/685**) that identified any useful existing strategies developed by other councils, regional bodies and other sources of information relevant to the development of the Transport Strategy. This meeting became the first of three workshops, the outcomes of which are intended to be used by a consultant as the basis for the development of an Integrated Transport Management Strategy.

At its most recent meeting on the 8th of March 2019 TIAC considered a report (**I2019/80 - Attachment 1**) that summarised the agreed outcomes from previous workshops and recommended that a specialist consultant be engaged to complete the Strategy. TIAC endorsed the content of the report and opted to form an Integrated Transport Management Strategy Working Group (TSWG) to:

- a) Develop a RFQ for the engagement the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy (now ITMS);
- b) Consider the method of consultation, and;
- c) Meet as frequently as required.

Following the development of this RFQ, it is the intention that the TSWG will work with the successful consultant in the development of the ITMS.

4. BASIS FOR DEVELOPMENT

The following is a summary of the agreed outcomes from the most recent TIAC workshop (8th March 2019) on the subject matter:

Transport Strategy Scope and Context

1. Shire-wide.
2. Regional links.
3. Interregional and interstate links and influences (South East Queensland border, airports, freight, etc.)
4. Inform future transport use.
5. Write flexibility into strategy.
6. Consider technological change (drones, autonomous vehicles, electric vehicles, etc.).
7. Consider demographical change.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

Vision

An integrated, innovative and equitable transport system, providing a range of sustainable, efficient, accessible and safe ways for people and goods to reach their destination.

Purpose – How is this document used?

1. Purpose of document is to inform Council on how to implement the vision.
2. Support and integrate with existing and future planning documents e.g. Council strategies, Community Strategic Plan, DCP, LEP, etc.
3. Ensure infrastructure projects satisfy strategic goals.
4. Support funding applications and opportunities.
5. Support and promote general health and wellbeing.
6. Cultivate environmental stewardship.
7. Foster economic growth.
8. Encourage change in modes.
9. To coordinate with other Councils across the region.
10. Framework to be developed.

Principles

1. Encourage transport options that meet the needs of both locals and visitors.
2. Prioritise our focus on moving people and goods rather than moving cars.
3. Provide infrastructure and services that are designed to give priority to pedestrians, cyclists, scooters and public transport over private cars.
4. Improve and promote the safety and amenity of pedestrians, cyclists and vulnerable road users in our transport infrastructure. (safety amenities vs behaviour)
5. Address peak time traffic congestion by reducing traffic rather than increasing road capacity.
6. Take advantage of changes in transportation technology.
7. Align transport options and usage with Council's Emission Reduction Strategy.
8. Design for, encourage and facilitate transport options that reduce the emissions produced by our community.
9. Recognise the need for transport options in rural areas and evoke a sense of equity within transport planning.
10. Integration – Strengthen connections between different forms of transport, land use and transport planning, and to regional and metropolitan networks.
11. Equity – Support a range of accessible and affordable transport options for all people, neighbourhoods and future generations.
12. Efficiency – Build a more reliable and effective transport system that supports skills development, business and employment growth and provides competitive alternatives to private car travel.
13. Encourage the use of ride sharing and car sharing services.
14. Encourage active transport and healthy transport options.
15. Promote behavioural change to improve safety.

Challenges and Opportunities

1. Number of visitors.
2. Congestion at peak times.
3. Car dependence.
 - a. Sedentary issue.
 - b. Love affair with cars.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- c. Fossil fuel and associated financial, environmental and sociological costs.
 - d. On demand transport.
4. Topography and climate.
5. Funding.
6. Shortfalls in services and infrastructure.
7. Public transport.
 - a. Affordability
 - b. Frequency
 - c. Coverage
 - d. Connectivity
 - e. Policy and advocacy
 - f. Tourism infrastructure
8. Regional, state and federal transport planning, including funding.
9. Demographics (large proportions of younger and older residents in Byron Shire).
10. Lack of population density due to the rural nature of Byron Shire.
11. Disruptive technology.
12. Distinguish differences between different sets of users (e.g. tourist, leisure, resident, commuter, commercial) and their different needs.
13. Internet as a way to avoid unnecessary transport.
14. Support of high speed broadband.

Population Dispersal Discussion

It was highlighted during the workshop that the primary distributors in Byron Shire (Pacific Hwy running North-South and Bangalow/Lismore Rd running East-West) present opportunities to be taken advantage of in preparing the Shire-wide Transport Strategy.

- Different sets of users (e.g. tourist, resident, commuter, business) have different needs.
- Acknowledge that there are different patterns (mapping and demand) for local, regional and interstate users.
- Behavioural aspects must be addressed for safety – e.g. dropping kids at school.

Targets and desired outcomes

1. Residents and workers of Byron Shire are able to go about their everyday business without having to be reliant on private vehicles.
2. The transport network is designed to facilitate and encourage an overall modal shift away from private car use towards more sustainable transport modes including walking, cycling, public transport, electric vehicles and motor scooters/cycles.
3. The transport system supports the preferred pattern of development including the local centres hierarchy, and is consistent with our planning scheme. (Note - add bike friendly and pedestrian friendly schemes)
4. Key regional destinations such as hospitals, airports and universities are readily accessible by public transport from Byron Shire.
5. All schools are safely and conveniently accessible by walking, cycling and public transport.
6. Parking is closely managed through effective controls.
7. There has been a change in behaviour by people in Byron with a reduction in the number choosing to drive and park cars in congested coastal areas.
8. Park-and-Ride facilities have been provided to assist with managing visitor travel demand where supported by transport services.
9. The transport system supports the local lifestyle and also tourism by delivering both active and public transport infrastructure that meets the needs of locals and visitors.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

10. Local public transport routes offer efficient and frequent services. (Note: frequency, connectivity etc. Include reference to regional and interregional networks)
11. Transport movement associated with events in line with strategies principles. Apply DTA standards.
12. Vehicles being flexible to meet emission targets.
13. On demand public transport including driverless vehicles.
14. Provision of multimodal HUBs with accessible infrastructure footpaths.
15. Road crossings and associated pedestrian networks are safe and accessible for mobility scooters, cyclists and pedestrians.
16. The community at all levels is educated about the costs and benefits of their travel choices, allowing people to make informed decisions.
17. Alternative transport is cost effective for users and providers as compared with private car use.
18. New technologies are being used in our transport solutions; transport initiatives result in significantly reduced greenhouse gas emissions.
19. Add point about the Electrification of transport and provision of renewable energy to match the growth.

Further information to be considered in the development of the ITMS is available in the report presented to the meeting (2019/80 – Attachment 1). Of particular interest to the successful consultant are the Targets and Desired Outcomes of the Hobson's Bay Integrated Transport Plan (p10) considered by TIAC for inclusion in the ITMS and the comments/amendments made during their review.

Examples of desired document structure and relevant content:

- <https://www.moreland.vic.gov.au/globalassets/areas/transport/draft-mits.pdf>
- https://www.noosa.qld.gov.au/documents/40217326/40227860/Noosa_Transport_Strategy.pdf
- https://www.hobsonsabay.vic.gov.au/files/assets/public/documents/council/roads-etc/integrated-transport-plan-background-paper-january-2018_1.pdf

8. CONSULTANCY OBJECTIVES

The consultancy objectives are to:

- Work closely with Council Project Manager, other relevant Council staff, the TIAC and the TSWG to plan, prepare and deliver the Integrated Transport Management Strategy in accordance with the NSW legislation to co-ordinate the transport and traffic management priorities and actions that will deliver integrated management activities across all areas of council's operations under a continuous improvement approach.
- Undertake a literature review of best practice in the field of integrated transport.
- Review the project history and understand the context by which the information to date has been developed to ensure continuity and alignment with Council's vision.
- Prepare an Integrated Transport Management Strategy using the outcomes of TIAC workshops and meetings to date as a foundation for the development of the Strategy.
- Present on integrated transport matters at TIAC and Stakeholder workshops.
- Attend staff, TSWG/TIAC meetings where required and also present and record outcomes.
- Develop a Communication and Engagement Plan in line with Council's policy (using templates provided – Attachment 2) and undertake community consultation.
- Engage with the community to inform and consult on the development of the strategy and gain feedback during delivery of the project.
- Analyse, consolidate and present community and stakeholder feedback received, as well as outcomes and proposed next steps.

Page 9 of 46

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- Use community and stakeholder feedback, data, and critical, professional analysis and expertise to prepare a draft Integrated Transport Management Strategy.
- Present initial draft at TIAC/TSWG and Stakeholder workshops.
- Draft Integrated Transport Management Strategy to be presented to Council for endorsement in **September? 2020** for public exhibition in **October? 2020**.
- Analyse, consolidate and present community and stakeholder feedback received for the draft Integrated Management Transport Strategy stage of the project.
- Use the feedback to draft a final Integrated Transport Management Strategy, to be presented to TIAC/TSWG at a workshop/briefing and for endorsement in **February? 2021** at the latest.

9. PROJECT OBJECTIVES

The project objectives are:

- (a) To consider and expand where necessary on the prevailing issues and opportunities, together with other relevant data and information analysis, to create a comprehensive picture of current travel conditions in Byron Shire.
- (b) Review strategic fit and relationships with Council's other strategies, including the need for additional, separate or consolidated strategies.
- (c) To consolidate, analyse and present all community, stakeholders' and providers' feedback regarding issues and opportunities and use to inform the development of the draft Integrated Transport Management Strategy.
- (d) Prepare draft Integrated Transport Management Strategy, based on data, information and community feedback.
- (e) To undertake community consultation on the draft Integrated Transport Management Strategy, as well as consolidate, analyse and present all community, stakeholders' and providers' feedback, and prepare a final Integrated Transport Management Strategy, which takes into account all feedback received during the consultation period.

The draft and final versions of the Integrated Transport Management Strategy shall at a minimum:

- Be resilient, robust and clear
- Set out a clear implementation plan for the strategy
- Provide early identification of further strategic planning work necessary, with particular reference to parking provisions. This will include: Identifying and detailing the necessary strategic planning work to effectively reduce high car dependency traditionally supported by high levels of parking provision. This can include, but is not limited to: planning scheme parking provisions for medium and high density residential development, cash in lieu parking waiver schemes.
- Be understandable and readable to the community, while containing information necessary for transport professionals to derive value from it.
- Be a reflection of best practice and based on a literature review on best international practice and also councils' philosophies, transport statements and strategies.
- Take into account relevant State and regional level strategies and plans, as well as strategies and plans from bordering LGAs.
- Consider QLD State, regional and local strategies and plans that affect Byron Shire, including a focus on current and future transport across the boarder (Gold Coast Airport, freight, etc.).
- Provide a strong and clear direction for Council from now until 2040, both for working with other transport stakeholders and autonomously.
- Set clear vision and strategic objectives that flow down to corresponding policy direction and actions and also to all work undertaken by Council with regard to transport

2019.00xx – Byron Shire Integrated Transport Management Strategy

PART A2 – Invitation to Quote- Read and keep this part

- Note key strategic projects that will provide the most benefit, while also having actions anticipated to be reasonably achievable.
- Identify, rank and prioritise all opportunities to increase the level of modal shift from car dependent to all other sustainable modes of travel.
- Identify integrated transport issues and opportunities and assess importance of each to the overall transport network performance based on agreed criteria, and develop an action Strategy that addresses, including roles, responsibilities, budget and timeframes. Part of this will involve:
 - Identifying gaps in networks for each mode, and optimal opportunities to close these gaps (not discounting potential for purchase acquisition overlays).
 - Identifying top ten transport infrastructure priorities for Byron Shire, based on impact on overall network.
 - Identifying top ten quick and effective wins Council could directly achieve, with minimal reliance on stakeholder approval.
 - Identifying top ten programs or measures to address key desired behaviour changes.
 - Identifying key projects towards which developer contributions could be channelled.
 - Considering the impact of additional travel in Byron Shire due to development both within and surrounding the municipality.
 - All necessary maps, diagrams, images and graph.
 - Specify actions within the action Strategy that are likely to need review in five years.
- Provide analysis of potential impacts and opportunities that could be realised through emerging trends including:
 - Public provision of charging for electric vehicles.
 - Autonomous vehicles.
 - Software and mobile applications.
 - Other emerging technologies.
- Benchmark Byron Shire against neighbouring councils in terms of travel behaviour, network connectivity, public transport supply etc.
- Incorporate measurable benchmarks and targets by which Council can track progress of the community's transport practices.
- Take into account the effects of major committed or likely future land-use and infrastructure projects in and affecting Byron Shire.
- Review the road classification hierarchy for non-arterial roads in Byron Shire, providing recommended changes where necessary.
- Consider impact on laneways given the trend of subdivisions having primary accesses from laneways.
- To reflect the community values by involving the community in the development and implementation of the Integrated Transport Management Strategy.
- To meaningfully engage the community in a process of consultation during the project and to instil the community with a feeling of ownership of the project.

10. PROJECT TASKS

It is envisaged that the project will require completion of the tasks described below. Alternative approaches to completing the project should be outlined in consultant submissions.

Stage 1 – Inception

- a. Review and refinement of the project requirements as outlined in this Project Brief in consultation with Council's Project Manager.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- b. Prepare and finalise a Project Plan that sets out the proposed project methodology, timeline and payment schedule.
- c. 1 x 1 ½ hour inception meeting with Council's Project Manager.
- d. Register of base data information/data and review for adequacy.
- e. Develop Communication and Engagement Plan in line with Council's policy (using templates provided – see **Attachment 2**).
- f. Review the consultation planned and assistance that is required.
- g. Conduct bi-monthly TIAC meetings to outline progress and issues.
- h. Conduct consultation as identified in the Communication and Engagement Plan

Stage 2 – Literature review

- a. Review of international best practise in integrated transport planning
- b. Review of existing
- c. Review of Byron Shire Council Strategies, including (but not limited to):
 - Bike Strategy and Action Plan
 - Pedestrian Access and Mobility Plan
 - Locality Masterplans including Access and Movement Strategies (Byron Bay, Bangalow, Mullumbimby, Brunswick Heads)
 - Policy 09/004 – Strategic Transport Statement
 - Byron Shire .id Statistical and Demographic Data
 - MR525 Study
 - Multi Use of the Byron Shire Rail Corridor
 - Community Strategic Plan Delivery Program and Operations Plan
 - Disability Inclusion Access Plan
 - Northern Rivers Carpool
 - Emission Reduction Strategy
 - Climate Change Strategic Planning Policy
 - Development Control Plan (2010 & 2014)
 - Byron Local Environment Plan (1988 & 2014)
 - Residential Strategy
 - Employment Lands Strategy
 - Economic Development Strategy
 - Rural Land Use Strategy
 - Byron Tourism Impact (2017)
 - Arts and Industrial Estate Precinct Plan
 - Strategic Asset Management Plan (2017)
 - Transport Asset Management Plan (2018)
 - Long Term Financial Plan
- d. Review of State and other non-Council sources including (but not limited to):
 - NSW - Future Transport Strategy 2056 (2018)
 - NSW - Long Term Transport Master Plan (2012)
 - Northern Rivers Regional Transport Plan (2013)
 - Northern Rivers Transport Mapping Project (2017)
 - Sustain Northern Rivers Transport Survey (2013)
 - NSW On Demand Transport EOI
 - NSW Autonomous Transport EOI
 - Lismore Regional City Action Plan
 - Northern Rivers Regional Economic Development Strategy
 - Cape Byron Preliminary Visitor Master Plan (2017)

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- DNC Destination Management Plan (2018)
 - NSW Regional Development Framework
 - State and federal funding streams
 - Australian Infrastructure Plan
 - National Long Term Tourism Strategy
- e. Council's other strategic documents, neighbouring councils' transport strategies and other strategies or plans that affect transport into and out of the region, including relevant Queensland State, regional and local strategies, with a particular focus on transport across the border (e.g. Gold Coast Airport, freight, rail, etc.).

Stage 3 – Undertake additional data analysis to build on the information supplied

- a. Identify and undertake additional data analysis / information gathering necessary to assist in the development of the draft Integrated Transport Management Strategy.
- b. Present data in several formats - graphs and written.
- c. Identify and analyse locations impacting on overall network function.

Stage 4 – Consultation with external and internal parties

- a. Present on integrated transport matters in Byron Shire (with PowerPoint you have prepared) and form part of a discussion panel at a stakeholder consultation workshop. [Before commencing this particular task, the approach taken to seeking information shall be discussed with and approved by the Project Manager. Council will assist the appointed consultant to make contact with the relevant stakeholders and appointed facilitator.]
- b. Review, summarise and analyse all issues raised at and outcomes of the stakeholder workshop.
- c. Review, summarise and analyse feedback to all consultation including community submissions and recommendations, drop in sessions, intercept surveys, shopping centres displays, online surveys etc., with a view to commence development of draft Strategy based on this.
- d. Update of PowerPoint presentation to include all findings from stakeholder, community and internal consultation.
- e. Presentation on integrated transport matters including findings from community consultation (with PowerPoint you have prepared) and attendance at two 1-hour meetings with Internal and external Working Groups for additional feedback.
- f. Consolidate all information from Working Groups and related correspondence.
- g. Attendance and presentation at TIAC meetings.
- h. Consolidate all information from TIAC meetings and related correspondence.
- i. Undertake Community consultation as per the Communication and Engagement Plan.
- j. Conduct three (3) public meetings.
- k. Conduct two (2) industry stakeholder meetings.

Stage 5 – Draft Integrated Transport Management Strategy

- a. Preparation of Draft Integrated Transport Management Strategy (to be endorsed by Council in **September? 2020** for public exhibition in **October? 2020**. See Objectives section about minimum inclusions in draft Integrated Transport Strategy.)
- b. Develop an implementation plan for the strategy, with clearly measurable deliverable items.
- c. Prior to the draft Strategy being presented to Council, presentation at a TIAC workshop and recording of all feedback from the workshop and related correspondence, as well as integration of feedback into the Draft Strategy as required.

Page 13 of 46

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

- d. Prior to the draft Strategy being presented to Council, presentation at respective Internal and External Working Groups and recording of all feedback and related correspondence.
- e. Consultants should provide for at least two revisions of the draft Strategy prior to public consultation to enable changes to be made prior to and following consideration of the draft report by Council.
- f. Meetings with Project Manager as required.

Stage 6 - Final Integrated Transport Management Strategy

- a. Assist with the public exhibition of the Draft Integrated Transport Management Strategy.
- b. Tabulate and analyse all feedback received regarding the Draft Integrated Transport Management Strategy.
- c. Develop final Integrated Transport Management Strategy in close consultation with the Project Manager that incorporates changes required following public consultation. This must be ready for **February? 2021**.
- d. Attendance and presentation at a TIAC briefing or workshop when revised.
- e. Consultants should provide for at least two revisions of the final Integrated Transport Management Strategy and actions following consultation to enable changes to be made prior to and following considerations of the final report by Council.

11.CLIENT AND STAKEHOLDERS

Byron Shire Council will be the project client.

Project Manager: Daniel Strzina – Infrastructure Planning Project Engineer

Council Stakeholders: Councillors, Transport and Infrastructure Advisory Committee (TIAC), ITMS Working Group, the Local Traffic Committee and other Council planning project groups.

External Stakeholders: Transport for New South Wales, Roads and Maritime Services, Chambers of Commerce, Community Groups and Transport Providers.

Integrated Transport Management Strategy Working Group

Members of TIAC and relevant Council staff – an Integrated Pest Management Working Group has been established and represented by Council staff including management & operational staff from Infrastructure Planning, Works and Sustainable Environment & Economy.

12.COMMUNICATION

The Consultant is required to participate in a face to face initial Project Team meeting with Council representative(s). The Consultant will prepare a Project Plan (using the suggested template (**Attachment 3**) or other) outlining proposed dates of key deliverables for discussion and finalisation at this meeting.

The Consultant will provide **fortnightly updates** on the progress of the project to the Council Project Manager. Updates will be provided as emails and make reference to the Project Plan supplied.

A cost for participating in any additional meetings, teleconferences, fieldtrips or providing presentations is required as part of the proposal.

13.COUNCIL TO PROVIDE

Access to relevant Council staff.

Council data and information relevant to the Brief.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

14. FORMAT FOR DELIVERABLES

The consultant shall supply the client with:

- An electronic copy of the Project Plan to be provided for approval by the Project Manager.
- Fortnightly updates on the progress of the project to the Council Project Manager. Updates will be provided as emails and make reference to the Project Plan supplied.
- Summaries of all feedback & consultation outcomes.
- Minutes of relevant meetings/workshops.
- All reports, maps etc. in native format.
- Electronic copies in WORD and PDF formats (inclusive of relevant appendices, illustrations, figures, plates and references) of the draft and final versions of the Integrated Transport Management Strategy.
- The document will include the following acknowledgement: Byron Shire Council has prepared this document with assistance from [consultant]. This document does not necessarily represent the opinions of the [consultant].'
- Front covers of documents shall bear the logo of Byron Shire Council.
- The Consultants logo and details should not appear on the front cover.
- The structure and headings of the reports will be confirmed with Council prior to provision of each draft report.
- Information should be presented in appropriate form and in language that can be readily understood by the layperson.
- Text sections of the report should be in black text minimum Arial 11 font or equivalent (A4 sized paper). Graphics, photographs and maps should be presented in colour where appropriate. A3 sized paper may be used for maps and figures where necessary.
- Both draft and final reports should be provided in Microsoft Word and PDF versions. Graphics or maps should be provided in JPEG or TIFF format.
- Three copies of the final reports, two suitably bound, plus one unbound, reproducible copy. All copies shall be double-sided. Noting that, in accordance with Council resolution 04-17, no document to Council is to be printed single-sided, unless specifically requested.
- The Deliverables arise from the original work of the Contractor, and upon delivery or creation the Principal will obtain absolute and unencumbered legal and beneficial ownership of the Deliverables and all Intellectual Property rights in the Deliverables.

15. LIST OF ATTACHMENTS

Att1 - 2019 03 08 - I2019 80 Report to Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy

Att2 - E2018 10445 Community Engagement Policy 2018 and template

Att3 – E2015 36109 Project Plan Template

2. PERFORMANCE REVIEW

Byron Shire Council will use the following General Key Performance Indicators to evaluate performance of the successful bidder.

Performance will be evaluated regularly, at least monthly and always upon completion of the contract. Each assessment will form the basis of the Performance Review.

Should one or more of the KPIs be considered irrelevant or unworkable, the parties must meet in good faith and agree on an alternative KPI as may be required under the contract.

General Key Performance Indicator Score Rating Scale

1. Unacceptable/deficient

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 1

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

2. Limited/flawed
3. Adequate/satisfactory/appropriate
4. Competent/proficient
5. Strong/superior/exceeds expectations

Key Performance Indicator		Rating					Comments
		1	2	3	4	5	
1.	Key objectives/deliverables*						
2.	Quality of work						
3.	Time						
4.	Reporting						
5.	Communication						
6.	WH&S compliance						

* The Key Objectives/Deliverables have been set out in this Request for Quotation. These are the results that the Supplier is expected to deliver to meet Council's key contract requirements.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

3. STANDARD CONDITIONS OF QUOTATION

1. AGREEMENT TO THESE CONDITIONS OF QUOTATION

By submitting a Quotation, Proponents are indicating their acceptance to be bound by the conditions set out in this section.

2. PROPONENTS NOT TO SOLICIT COUNCIL PERSONNEL

Proponents must not at any time before Council makes a final decision to accept a Quotation, interview or attempt to interview or discuss or attempt to discuss any matter about the Request for Quotation with Council's officials or personnel other than Council's Contact named in this RFQ. Any Quotation submitted by a Proponent that contravenes this clause 2 may be rejected.

3. PROPONENT WARRANTIES

The Proponent warrants to Council that by submitting a Quotation:

- a) It has carefully examined the contents of the RFQ documents and any other information made available by or on behalf of Council for the purposes of quoting;
- b) It has examined all information relevant to the risks, contingencies, and other circumstances having an effect of the Quotation;
- c) It has informed itself of the nature of the obligations to be performed under the Contract, including the labour, plant, materials, mechanical plant and other resources necessary, suitable or desirable to perform these obligations;
- d) It has satisfied itself to the sufficiency of its Quotation for the supply of the Goods and/or Services and obligations in the Quotation documents and that the quoted price includes compliance with all of its obligations under the Contract and all things necessary for the proper performance and completion of the Contract;
- e) It has not relied on information provided, or represented to be provided, by or on behalf of Council without independently verifying that information and independently satisfying itself of the adequacy, accuracy, and correctness of the information;
- f) It has not approached Council officials or personnel, other than the Contact in respect of this RFQ; and
- g) Information included in the Quotation is accurate and that the delivery of the proposed Goods and/or Services will comply with all applicable laws.

The Proponent acknowledges that Council will rely on the warranties given in this clause 3 in considering the Quotation. Failure by the Proponent to do any or all of the things it warrants to have done will not relieve the Proponent (if its Quotation is successful) of its liability to perform and complete the Contract in accordance with its terms, and in particular, in accordance with the quoted price.

4. SUBMISSION OF QUOTATION

(a) LODGEMENT OF QUOTATION

Quotations must be submitted in writing by the Closing Time at the place for submission identified on the cover page of this RFQ.

It is the Proponent's responsibility to submit a Quotation in accordance with the conditions of Quotation, in a legible form and, in the case of electronic submission, in an uncorrupted format and by secure means.

All Quotations lodged will become the property of Council and on no account will they be returned to the Proponent.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

(b) ELECTRONIC LODGEMENT

The following conditions apply to Quotations lodged electronically:

- (a) Each file submitted should be no greater than 8 megabytes in size;
- (b) Proponents must ensure that transmission of all files is completed and receipted before the Closing Time.
- (c) The time displayed on the Nominated Quotation Website is deemed to be the correct time and will be the means by which the Quotation Panel will determine that Quotations have been lodged by the Closing Time.
- (d) Quotations received after the Closing Time will not be accepted unless the delay in receipt is caused by an error with the Nominated Quotation Website (eg a system outage).
- (e) The judgement of the Quotation Panel as to the time a Quotation has been lodged will be final.
- (f) Late Quotations, incomplete Quotations, including those with electronic files that cannot be read or decrypted or otherwise in an incompatible format, Quotations which the Quotation Panel believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Nominated Quotation Website and/or the recipient's computing environment, will be excluded from evaluation.

(c) QUOTATION VALIDITY PERIOD

All Quotations submitted will remain open for acceptance during the Quotation Validity Period. The Proponent may not withdraw or, unless permitted by the Contact, amend a Quotation during the Quotation Validity Period.

5. ASSESSMENT CRITERIA

The Quotation Panel will assess Quotations against consistent predetermined criteria. The following assessment criteria apply.

Mandatory Requirements

- Proponent has a valid Australian Business Number
- Substantial conformance to Conditions of Contract and the Specification
- Holds, or is able to obtain, the required insurances
- Proponent confirms they have no involvement in the development and operation of the Carmichael mine or otherwise have ties to Adani.
- Proponent confirms they do not gain any financial benefit from Australia's offshore detention centres.

Qualitative Criteria

- Price
- Staff experience and capability
- Relevant organisational experience
- Proposed program and methodology

The qualitative criteria are not necessarily of equal weighting or presented in any particular order.

6. ACCEPTANCE OF QUOTATION

(a) COUNCIL'S RIGHTS

Without limiting its rights at law or otherwise, Council may, in its absolute discretion, accept any or no quotation and reject any quotation.

Council is not bound to accept the lowest-priced or any quotation.

2019.00xx – Byron Shire Integrated Transport Management Strategy
PART A2 – Invitation to Quote- Read and keep this part

(a) METHOD OF ACCEPTANCE

A Quotation will be accepted only when the Proponent receives a notice in writing from Council that the quotation is accepted.

(a) NOTIFICATION OF PROPONENTS

All unsuccessful Proponents will be notified in writing by Council as soon as practicable after a Contract is entered into with the successful Proponent or a decision is made not to accept any of the Quotations.

7. FORMATION OF CONTRACT

Following notification of acceptance, Council and the successful Proponent will enter into a Contract in the same or substantially similar form as Part A3. Lodgement of a Quotation will be an acknowledgement and representation by the Proponent that it agrees to comply with the Contract in its entirety.

8. RELEASE OF INFORMATION

By submitting a Quotation, the Proponent acknowledges that:

- (i) Council is under statutory obligations concerning the management and public release of information held by it; and
- (ii) The Proponent will not object to the release of any information contained in a Quotation in accordance with those statutory requirements or claim damages from Council arising from the release of such information.

9. COLLUSIVE CONDUCT

In consideration of being invited to quote, the Proponent promises as a fundamental condition that it will not engage in any uncompetitive behaviour or other practice which denies legitimate business opportunities to other Proponents or other participants in the Quotation process. In particular, the Proponent promises that:

- (a) It has, at the time of submission of its Quotation:
 - i. No knowledge of the Quotation Price of any other Proponent;
 - ii. Not entered into any agreement with other Proponents as to who should be the successful Proponent;
 - iii. Not been involved in any meetings of Proponents to discuss Quotations prior to the submission of the Quotations, if a representative of Council is not present;
 - iv. Not been involved in the exchange of information with other Proponents about the Quotation.
- (b) Is not, at the time of submission of its Quotation, a party to any contract arrangement or understanding:
 - i. Pursuant to which there is or will be a payment or allowance of money or the securing of reward or benefit for unsuccessful Proponents by the successful Proponent;
 - ii. Between it and any other Proponent pursuant to which prices or conditions relating to the Quotation for the Goods and/or Services or any contract for the Goods and/or Services are fixed;
 - iii. To pay or allow any money or secure any reward or benefit directly or indirectly to a trade or industry association (above the standard fees) in relation to this Quotation (except as disclosed in the Quotation); and
- (c) The Proponent will not submit a cover Quotation (that is a Quotation that purports to be genuine but which has been deliberately prices in order not to win the Contract or commission) and will not provide any assistance to another Proponent to do so.

If a Proponent is in breach of this clause 9, Council may:

2019.00xx – Byron Shire Integrated Transport Management Strategy

PART A2 – Invitation to Quote- Read and keep this part

- (i) Refuse to consider its Quotation; and
- (ii) Take such other action as it is entitled to take at law, including referring any evidence of collusive Quoting to the Australian Competition and Consumer Commission.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

PART A3– CONDITIONS OF CONTRACT

This **Contract** is made on [insert date]

Parties	
Between	Byron Shire Council ABN 14 472 131 473 of 70 – 90 Station Street MULLUMBIMBY NSW 2482 (Principal)
And	[insert Contractor's name] ABN [insert] of [insert address] (Contractor)

RECITALS

- A. The Principal issued a Request for Quotation in relation to the Requirements.
- B. The Contractor lodged the Quotation with the Principal.
- C. The Principal has accepted the Quotation.
- D. This document records the terms upon which the Requirements will be satisfied by the Contractor.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Contract, unless contrary to or inconsistent with the context:

Background IP means in relation to a party all Intellectual Property rights owned by or licensed to that party at the Commencement Date of the Contract and which are necessary or desirable for the provision of the Services.

Business Day means a day which is not a Saturday, a Sunday, nor a public holiday in Sydney;

Commencement Date means the date specified in Item 2 of Schedule 1;

Confidential Information means the terms of this Contract and all know-how, technical and financial information, Deliverables, and any other commercially valuable or sensitive information in whatever form, including customer lists, products or past, existing or future business operations, administration or strategic plans, trade secrets, technical knowledge, concepts, ideas, samples, devices, models and any other materials or information of whatever description, which the Principal regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of the Principal's employees or management. The following are exceptions to such information:

- (a) Information which is lawfully in the public domain prior to disclosure by the Principal;
- (b) Information which enters the public domain otherwise than as a result of an unauthorised disclosure;

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

- (c) Information which is or becomes lawfully available to the Contractor from a third party who has the lawful power to disclose such information to the Contractor on a non-confidential basis; and
- (d) Information which is rightfully known by the Contractor (as shown by its written record) prior to the date of disclosure.

Contract means this agreement between the Principal and the Contractor, including Special Conditions (if any), annexures, exhibits, appendices, schedules and other documents incorporated by reference and forming part of this Contract;

Contractor's Representative means the person set out in Item 5 of Schedule 1 or any approved replacement notified to the Principal from time to time;

Deliverables means all deliverables which are to be provided to the Principal under the Contract, and are identified as "deliverables" in the Quotation Documents;

Early Settlement Discount means the early payment discount (if any) described in Item 9 of Schedule 1;

Financial Year means the period from 1 July to 30 June and, if the Commencement Date is later than 1 July, will include such lesser period from the Commencement Date to 30 June;

Goods and/or Services means the goods and/or services to be provided by the Contractor as described in the Quotation documents;

Initial Term has the meaning given in Item 3 of Schedule 1;

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, know-how, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and rights to maintain the confidentiality of information, but does not include Moral Rights that are not transferable.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time) being "droit moral" or other analogous rights arising under a statute (including the Copyright Act 1968 (Cth) or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

Payment Claim has the meaning give in clause 5.4(a);

Personnel mean, in respect of a party, its officers, employees, agents and (in respect of the Contractor) approved subcontractors;

Principal's Representative means the person set out in item 5 of Schedule 1 (or such person's authorised delegate) or any other person so appointed by the Principal as notified to the Contractor from time to time;

Quotation has the meaning given in Item 1 of Schedule 1;

Quotation Documents mean the Request for Quotation, the Quotation and any other document incorporated by reference and forming part of those documents;

Quotation Price means the rate(s) or price(s) Quotationed by the Contractor in the Quotation to provide the Goods and/or Services; and

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

Renewal Term has the meaning given in Item 4 of Schedule 1;

Request for Quotation has the meaning give in Item 1 of Schedule 1;

Specifications mean the specifications in respect of the Goods and/or Services, as set out in the Quotation Documents;

Special Conditions mean those terms and conditions contained in Item 10 of Schedule 1 (if any) (which modify and take precedence over the terms in the body of this Contract);

Term means the Initial Term and any Renewal Term.

1.2. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The **singular** includes the plural and vice versa;
- (b) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- (c) A reference to a **party** includes the Principal and the Contractor and in each case includes the party's successors and permitted assigns;
- (d) A reference to a **person** includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (e) A reference to this **Contract** includes any variation, novation, replacement, or supplement to any of them from time to time;
- (f) A reference to a **part, clause, exhibit, appendix or schedule** is a reference to a part of, clause of, exhibit, appendix or schedule to this Contract;
- (g) A reference to any **legislation** or to any provision of any legislation includes any modifications or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (h) A reference to **conduct** includes any omissions, representation, statement or undertaking, whether or not in writing;
- (i) Specifying anything in this Contract with the words **including, includes or for example** or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (j) No **rule of construction** applies to the disadvantage of a party because that party was responsible for the preparation of a document; and
- (k) A reference to **any thing** (including any amount) is a reference to the whole or each part of it and a reference to a group of persons is a reference to any one or more of them.

2. TERM AND RENEWAL

- (a) This Contract commences on the Commencement Date and, subject to earlier termination by either Party under this Contract or at law, will remain in force for the Term.
- (b) The Principal may at its sole discretion renew this Contract for a Renewal Term by giving the Contractor written notice one month prior to the expiry of the then current term.

3. SPECIAL CONDITIONS

- (a) If this Contract contains any Special Conditions, the terms in the body of this Contract are modified by those Special Conditions.
- (b) In the event of any inconsistency between the Special Conditions and the terms in the body of this Contract, the provisions in the Special Conditions will prevail to the extent of any inconsistency.

4. GOODS AND/OR SERVICES

Page **23** of **46**

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

4.1. PROVISION OF GOODS AND/OR SERVICES

The Contractor must provide the Goods and/or Services to the Principal in accordance with this Contract.

4.2. DELIVERY

- (a) The Contractor must deliver the Goods and/or Services to the Principal at the place(s) specified in the Quotation Documents or as subsequently advised to the Contractor by the Principal in writing.
- (b) Risk in any Goods passes to the Principal upon physical delivery to the Principal (or its nominee). Property to the Goods passes to the Principal upon the earlier of physical delivery to the Principal (or its nominee) or payment for those Goods, unless payment is bona fide in dispute in which case property passes upon physical delivery to the Principal (or its nominee).

4.3. PERSONNEL AND RESOURCES

- (a) The Contractor will:
 - i. ensure its Personnel are suitably qualified to provide the Goods and/or Services;
 - ii. allocate sufficient Personnel and resources to the Goods and/or Services; and
 - iii. ensure its Personnel are aware of and comply with the Contractor's obligations under this Contract.
- (b) The Contractor will, at all times, be liable and responsible for the behaviour and actions of its Personnel.
- (c) If directed by the Principal, the Contractor will immediately remove from involvement in delivering the Goods and/or Services, any Personnel who, in the reasonable opinion of the Principal, should be removed by reason of his/her misconduct or inefficiency and replace such Personnel with a suitable replacement.

4.4. CO-OPERATION, INFORMATION AND ASSISTANCE

The Contractor will:

- (a) Cooperate with the Principal in all matters relating to the Goods and/or Services;
- (b) Not interfere with the Principal's activities or the activities of any other person at the place for delivery of the Goods and/or Services;
- (c) Provide all such reasonable information and assistance as the Principal requires in connection with any statutory, local Government, work, health and safety or any environment investigation or requirement in connection with the supply of the Goods and/or Services.

5. QUOTATION PRICE AND PAYMENT

5.1. QUOTATION PRICE

The Quotation Price must remain fixed for the Term.

5.2. PAYMENT

The Principal will, subject to the terms and conditions of this Contract, pay to the Contractor the amounts due for payment from time to time in accordance with an accepted Payment Claim.

5.3. PAYMENT CLAIMS

- (a) The Contractor shall make a written claim for payment at the frequency specified in Item 10 of Schedule 1.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

- (b) A Payment Claim must include details of the Goods and/or Services for which payment is claimed and any additional information the Principal may reasonably require from time to time for the purposes of assessing the Payment Claim.

5.4. ASSESSMENT OF PAYMENT CLAIMS

- (a) The Principal will assess a Payment Claim within 10 Business Days of receipt from the Contractor and notify the Contractor whether it accepts or rejects the Payment Claim.
- (b) The Principal may reject a Payment Claim which it reasonably considers is not in accordance with this Contract in which case it must notify the Contractor of any reasons for rejection of a Payment Claim and the action the Contractor must take to render the Payment Claim correctly.
- (c) If the Principal accepts a Payment Claim, it will pay in accordance with this Contract subject to the Early Settlement Discount (if applicable).

5.5. GOODS & SERVICES TAX

- (a) In this clause 5.6:
 - i. **GST** and **GST Act** have the meanings given in the *A New Tax System (Goods and Services) Act 1999 (Cth)* and
 - ii. the expressions **input tax credit, supply, tax invoice, recipient and taxable supply** have the meanings given to those expressions in the GST Act.
- (b) Unless otherwise expressly stated, all amounts stated to be payable in this Contract are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of an additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Contract, subject to the provision of a tax invoice.
- (d) If this Contract requires a party to pay for, reimburse or contribute to any expense, loss, indemnity or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - i. The amount of the reimbursable expense less the input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - ii. If the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

6. REPORTING AND RECORDS

6.1. RECORDS

The Contractor will maintain complete and accurate records in relation to the Goods and/or Services provided to the Principal in accordance with good business practice and applicable laws and regulations.

6.2. REPORTS

- (a) The Contractor must submit reports at the frequency, and containing the information, as specified in Item 11 of Schedule 1.
- (b) Reports must be provided no later than the time specified in Item 11 of Schedule 1.

6.3. ADDITIONAL INFORMATION

Upon reasonable notice from time to time, the Principal may request that the Contractor supplement its reports by providing the Principal any other information relevant to the provision of the Goods and/or Services.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

6.4. RIGHT OF INSPECTION

The Principal, or its duly authorised representatives, after giving reasonable notice, will have the right during business hours:

- (a) To inspect and take copies of the accounts and records of the Contractor relating to the Goods and/or Services; and
- (b) To enter upon the premises of the Contractor to inspect the circumstances of the supply of the Goods and/or Services.

6.5. GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009 (GIPA ACT)

- (a) In addition to the Contractor's reporting and record keeping obligations under this clause 6, the Contractor must, within 7 days of receiving a written request from the Principal, immediately provide from the records held or controlled by the Contractor:
 - i. Information that relates directly to the provision of the Goods and/or Services;
 - ii. Information collected by the Contractor from members of the public to whom it provides, or offers to provide, the Goods and/or Services; and
 - iii. Information received by the Contractor from the Principal to enable it to provide the Goods and/or Services.
- (b) For the purposes of sub-clause 6.5(a), the Contractor need not provide information:
 - i. That discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin;
 - ii. That the Contractor is prohibited from disclosing to the Principal by provision made by or under any Statute, whether of any State or Territory, or of the Commonwealth; or
 - iii. That, if disclosed to the Principal, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Principal whether at present or in the future.
- (c) Any failure by the Contractor to comply with any request by the Principal under this clause 6.5 will be considered a breach of an essential term of this Contract.
- (d) The Principal will take all reasonably practicable steps in accordance with section 54 of the GIPA Act to consult with the Contractor before providing any person with access to information relating to this Contract, in response to any access application under the GIPA Act, if it appears that:
 - i. The information:
 - a. Includes personal information about the Contractor or its employees; or
 - b. Concerns the Contractor's business, commercial, professional, or financial interests.
 - ii. The Contractor may reasonably be expected to have concerns about disclosure of the information; and
 - iii. Those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.
- (e) The Contractor will ensure that the Principal has access in accordance with this clause 6.5 to such information held or controlled by the Contractor's sub-contractors in respect of the Goods and/or Services.

7. REVIEW MEETINGS AND MONITORING AND EVALUATION**7.1. DESIGNATED REPRESENTATIVES**

- (a) The Contractor and Principal must both nominate a person as their representative.
- (b) The Contractor must notify the Principal within 5 Business Days of any change to its representative. If the Principal, acting reasonably, objects to the Contractor's replacement representative, the Contractor must use its best endeavours to promptly find a replacement who is satisfactory to the Principal.

Page **26** of **46**

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

7.2. REVIEW MEETINGS

The Principal and the Contractor agree to meet at least at the frequency specified in Item 12 of Schedule 1 in order to discuss provision of the Goods and/or Services to the Principal and this Contract generally. The Principal's Representative and the Contractor's Representative must be present at all review meetings.

7.3. MONITORING AND EVALUATION

- (a) The Principal will monitor the Contractor's performance during the Term, considering:
- i. Timeliness of provision of Goods and/or Services;
 - ii. Regular reporting;
 - iii. Compliance with any KPIs and Specifications;
 - iv. Inspections undertaken by the Principal; and
 - v. Communication protocols.
- (b) If the Contractor, in the Principal's reasonable opinion, is not performing in accordance with its obligations under this Contract, the Principal may notify the Contractor that it is unsatisfied with the Contractor's performance. Within 10 Business Days from the date of service of that notice, the Contractor's Representative and the Principal's Representative will meet and together:
- i. Review the Contractor's performance against the requirements of this Contract; and
 - ii. Draft a plan of corrective action to enable the Contractor to rectify the areas of non-performance.
- (c) If:
- i. The Contractor is unwilling or unable (without reasonable excuse) to meet with the Principal's Representative within 10 Business Days of the date of service of the notice referred to in subclause 7.3(b) above; or
 - ii. The Contractor's Representative and the Principal's Representative fail within 10 Business Days of the first date of meeting to agree upon a plan of corrective action to enable the Contractor to rectify the areas of non-performance; or
 - iii. The Contractor fails to undertake the agreed corrective action to the reasonable satisfaction of the Principal within 30 days of agreement on the plan or other such time as is specified in the plan;

then the Principal may terminate the Contract with immediate effect by serving notice of termination on the Contractor.

8. CONFIDENTIALITY

8.1. PROTECTION OF CONFIDENTIAL INFORMATION

The Contractor must:

- (a) Take all reasonable steps to keep the Confidential Information confidential at all times;
- (b) Only use the Confidential Information to the extent necessary for compliance with this Contract; and
- (c) Only disclose the Confidential Information to those of its Personnel who need to know such information for the purposes of providing the Goods and/or Services. The Contractor must inform such Personnel of the confidential nature of the Confidential Information and ascertain that such Personnel agreed to strictly abide by the terms of this clause 8.1.

The Contractor acknowledges and agrees that it will be responsible for any breach of this clause 8.1 by any of its Personnel and any such breach shall be deemed to be a breach of this Contract by the Contractor.

8.2. DISCLOSURES REQUIRED BY LAW

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

The Contractor may disclose Confidential Information if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any action or investigation. The Contractor must take all reasonably available legal measures to avoid such disclosure before doing so, and must notify the Principal as soon as practicable after such disclosure is sought or ordered, so that the Principal may seek an appropriate protective order or other remedy.

8.3. RETURN OF CONFIDENTIAL INFORMATION

The Contractor must deliver to the Principal or destroy, at the Principal's option, all documents and other materials in any medium in its possession or under its control which contain or refer to any Confidential Information on the earlier of demand by the Principal, expiry or termination of this Contract for any reason, or the time such documents and other materials are no longer required to provide the Goods and/or Services.

8.4. MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

The Contractor may not use the Principal's name in any press release, advertising or other promotional material without the prior written consent of the Principal.

9. PRIVACY

Each party will comply with the Australian Privacy Principles (APPs) under the *Privacy Act* 1998 (Cth) and all applicable State legislation relating to the collection, holding, use and disclosure of personal information.

10. WARRANTIES

The Contractor warrants that:

- (a) It has the necessary skills, experience, qualifications, resources, capacity and know-how to provide the Goods and/or Services in accordance with this Contract;
- (b) Any Goods will be of acceptable quality and fit for any purpose specified in writing in the Quotation Documents; and
- (c) The Deliverables arise from the original work of the Contractor, and upon delivery or creation the Principal will obtain absolute and unencumbered legal and beneficial ownership of the Deliverables and all Intellectual Property rights in the Deliverables.

11. INDEMNITY

- (a) The Contractor releases and indemnifies the Principal, their employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Contractor and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential loss) arising out of:
 - i. A breach of the Contractor's warranties or obligations contained in this Contract; or
 - ii. The death of or personal injury to persons or property damage arising out of or in connection with the Goods and/or Services; or
 - iii. The failure of any Personnel of the Contractor to use reasonable care in carrying out the Contractor's obligations under this Contract;
 - iv. The breach of Intellectual Property rights of any person arising out of or in connection with the Goods and/or Services.

and from and against all damages, reasonable costs and expenses incurred in defending or settling any such claim, proceeding or demand.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

- (b) The Contractor's liability under the indemnity in clause 11(a) will be reduced proportionately to the extent that any act or omission involving fault on the part of the Principal or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

12.INSURANCE

12.1. EFFECT AND MAINTAIN INSURANCE

- (a) The Contractor must, at its cost, take out and maintain for the Term and, with respect to professional indemnity insurance, for 7 years thereafter, with an insurer authorised under the *Insurance Act 1973* (Cth) to carry on insurance business in Australia (**Authorised Insurer**) except for workers' compensation insurance where a license compliant with applicable law may apply, the following policies or insurance in relation to the Goods and/or Services provided:
- i. A comprehensive public and products liability policy to cover all sums which it may become legally liable to pay as compensation consequent upon:
 - a. Death or, or bodily injury (including disease or illness) to, any person; and
 - b. Loss of, or damage to, property; arising out of or in connection with the Goods and/or Services. The limit of liability provided by this policy for each and every event must be not less than the amount specified in Item 6 of Schedule 1;
 - ii. Workers compensation insurance for all employees, regardless of full, casual or part-time employment;
 - iii. Comprehensive or unlimited third party property insurance (as applicable) for registered vehicles, equipment and plant;
 - iv. Professional indemnity insurance; and
 - v. Other insurances on such terms as required by law or as reasonably required by the Principal;
- (b) The effecting of insurance does not limit the liabilities or obligations of the Contractor under this Contract.

12.2. GENERAL INSURANCE REQUIREMENTS

All insurances required under this clause 12:

- (a) (**exclusions**): must not contain any unusual condition, exclusion, endorsement or alteration not usually included in policies of the relevant class provided by Authorised Insurers to a reasonably and commercially prudent contractor in respect of goods and/or services the same as or similar to the Goods and/or Services, in light of all relevant circumstances, including the Contractor's obligations under this Contract, unless it is first approved in writing by the Principal;
- (b) (**named insured**): in the case of public liability insurance referred to in clause 12.1(a)i must name the Principal as named insured for its respective rights, interests and liabilities;
- (c) (**waiver and cross liability clause**): which name more than one insured must include a waiver and cross liability clause in which the insurer agrees:
 - i. To waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured;
 - ii. That the term "insured" applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result); and
 - iii. That any non-disclosure, breach of any duty or act or omission by one insured does not prejudice the right of any other insured to claim under any insurance;

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

- (d) (**prior notice**): in the case of public liability insurance referred to in clause 12.1(a)i must contain a term which requires the insurer to give the Principal 20 Business Days notice prior to:
- i. The insurer giving the Contractor a notice of cancellation;
 - ii. The insurer cancelling the policy on the Contractor;
 - iii. The Contractor allowing the policy to expire; or
 - iv. The insurer giving either party any other notice in respect of the policy;

12.3. GENERAL INSURANCE OBLIGATIONS

The Contractor must

- (a) Not do or permit, or omit to do, anything which prejudices any insurance policy or recovery;
 - (b) Rectify anything which might, if not rectified, prejudice any insurance policy or recovery;
 - (c) Reinstate any insurance policy if it lapses
 - (d) Not cancel, vary or allow any insurance to lapse without the prior written consent of the Principal;
 - (e) Ensure that the insurance policy wordings are governed by and construed in accordance with the law in force in the relevant jurisdiction;
 - (f) Immediately notify the Principal of any fact or circumstance or change in circumstances which may prejudice an insurance policy or recover;
 - (g) Fully and promptly disclose every matter known to it, being a matter that:
 - i. It knows to be a matter relevant to the decision of the insurer whether to accept the risk and, if so, on what terms; or
 - ii. A reasonable person in the circumstances could be expected to know to be a matter so relevant,
- to too insurers (and any persons action on their behalf) relating to the insurance policies (whether held solely or jointly with others) in all respects, including where failure to do so would violate or invalidate the relevant policy;
- (h) Diligently pursue recovery of claims made under the insurance policies; and
 - (i) Comply at all times with the terms of each insurance policy.

12.4. SUBCONTRACTORS TO EFFECT AND MAINTAIN INSURANCE

The Contractor must ensure that all subcontractors engaged in connection with this Contract, before commencing delivery under their respective, are either:

- (a) Covered by the insurances that the Contractor is required to maintain in accordance with this clause 12 or such other amounts and periods as the Principal may determine or which the Quotation Documents may require; or
- (b) Effect and maintain policies of insurance of the same types and for amounts and periods set out in this clause 12 or such other amounts and periods as the Principal (acting reasonably) may determine or which the Quotation Documents may require.

Nothing in this clause relieves the Contractor from its obligation to ensure that the Contractor's public liability and professional indemnity insurance indemnify the Contractor for liability arising from the conduct of its subcontractors.

12.5. EVIDENCE OF CURRENCY

Within 5 Business Days of a request from the Principal, the Contractor must provide written evidence satisfactory to the Principal that it is (or its subcontractors are) maintaining the insurances required by this clause 12.

12.6. POTENTIAL CLAIMS

Page 30 of 46

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

If any event occurs which may give rise to a claim involving the Principal under any policy of insurance described in clause 12 then the Contractor must:

- (a) Notify the Principal as soon as is reasonably practicable but in any event within 5 Business Days of the occurrence of that event; and
- (b) Ensure that the Principal is kept fully informed of any subsequent actions and developments concerning the relevant claim.

12.7. FAILURE TO INSURE

Without limiting any other rights or entitlements the Principal may have, until such time as the Contractor complies with its obligations under this clause 12, the Principal may withhold any payment otherwise due to the Contractor under this Contract.

13. TERMINATION

13.1. TERMINATION BY PRINCIPAL

The Principal may terminate this Contract immediately by giving written notice to the Contractor if:

- (a) The Principal is entitled to terminate this Contract under clause 7.4(c) or clause 15(c); or
- (b) The Contractor is convicted of any offence which, in the opinion of the Principal, is relevant to the discharge of its obligations under this Contract.

13.2. TERMINATION FOR CAUSE

- (a) In addition to the Principal's rights under clause 13.1, the Principal may terminate this Contract immediately by giving written notice to the Contractor if the Contractor:
 - i. Fails to provide the services within the agreed timeframe and/or in accordance with the specifications;
 - ii. Fails to rectify any serious breaches within 30 days of receiving a notice in writing from Council's Representative which specifies the relevant breach;
 - iii. Assigns the rights under, or subcontracts the whole or part of the Contract without the written consent of Council;
 - iv. Becomes bankrupt, goes into liquidation, enters into an arrangement or composition with its creditors or if a receiver or manager is appointed in respect of the Contract.

13.3. EFFECT OF TERMINATION

- (a) Without limiting any other rights or entitlements the Principal may have, if the Principal terminates this Contract under clause 13.1 or clause 13.2:
 - i. Any losses that have been incurred by the Principal may be recoverable from the Contractor;
 - ii. The Principal may recover from the Contractor any sums paid for undelivered Goods and/or Services;
 - iii. The Principal may engage an alternative supplies to fulfil its immediate requirements; and
 - iv. The Principal will not be liable to pay compensation in any way for termination of this Contract.

13.4. SURVIVAL OF PROVISIONS

Expiry or termination of this Contract does not affect any right of a party that has accrued prior to the expiry or termination or the provisions of clauses 6.1 (Records), 6.4 (Right of Inspection), 6.5 (Government Information (Public Access) Act 2009 (GIPA Act), 8 (Confidentiality), 9 (Privacy), 10 (Warranties), 11 (Indemnity), 12 (Insurance), 16 (Dispute Resolution), and 17 (General).

14. WORK HEALTH & SAFETY AND ENVIRONMENT

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

- (a) The Contractor must comply with:
 - i. The *Work Health and Safety Act 2011* (NSW);
 - ii. The *Protection of the Environment Operations Act 1997* (NSW); and
 - iii. All other applicable Commonwealth, State or Territory statutory or regulatory requirements concerning the health and safety of its Personnel and the protection of the environment.
- (b) Without limiting any other provision of this Contract, the Contractor must:
 - i. Comply, and ensure that its Personnel comply, with all health and safety rules and regulations and environmental, security, quality and other directions or procedures applying at each location where the Goods and/or Services are provided. The Principal reserves the right to refuse or limit the Contractor's Personnel access to the Principal's premises;
 - ii. Notify the Principal as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and/or Services and provide related reports and statements as requested by the Principal; and
 - iii. Before the date on which the Goods and/or Services are to start, obtain and at all times maintain, all necessary licenses and consents.
- (c) The Principal is committed to the protection of the built and natural environment. The Contractor must effect adequate controls to ensure protection of the environment through the development of management plans, training of staff, and the provision of suitable emergency equipment and supplies. Information, such as contingency plans, relating to these controls need to be available for the Principal's review during the Term.

15.CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of its knowledge, as at the Commencement Date, neither the Contractor nor any of its Personnel have, or are likely to have, a conflict of interest in the performance of the Contractor's obligations under this Contract.
- (b) The Contractor must during the Term:
 - i. Take all reasonable measures to ensure that it or its Personnel do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to provide the Goods and/or Services for the Principal in good faith and objectively; and
 - ii. Immediately give written notice to the Principal of any circumstances or relationships that will constitute a conflict or potential conflict of interest.
- (c) On receiving a notice from the Contractor under clause 16(b)ii or if it is shown that the Contractor failed to disclose as Part of its Quotation any conflict of interest or potential conflict of interest, the Principal may, at its absolute discretion, terminate this Contract immediately by giving written notice to the Contractor.

16.DISPUTE RESOLUTION

16.1. PARTIES TO USE ALTERNATIVE PROCESSES

If a dispute arises out of or related to this Contract no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause 16.

16.2. GOOD FAITH NEGOTIATION

A party claiming that a dispute has arisen under or in relation to this Contract, must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 5 Business Days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

16.3. COMPULSORY PROCESSES

If the parties do not agree within 5 Business Days of receipt of the notice referred to in clause 16.2 as to the dispute resolution technique and procedures to be adopted, the timetable for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

17. GENERAL

17.1. ENTIRE AGREEMENT

This Contract contains the entire agreement between the relevant parties with respect to its subject matter. They set out the only conduct relied on by the relevant parties and supersede all earlier conduct by the relevant parties with respect to its subject matter. Any terms that may be subsequently presented by the Contractor to the Principal in respect of the supply of the Goods and/or Services (on an invoice or otherwise) do not form part of this Contract, unless specifically agreed by the parties in writing.

17.2. VARIATION

Any variation of this Contract must be in writing and signed by the parties thereto, unless this Contract expressly provides otherwise.

17.3. ASSIGNMENT

- (a) The Contractor's obligations under this Contract are personal and the Contractor must not assign any of its rights or obligations under this Contract without the Principal's prior written consent;
- (b) The Principal may assign its rights or obligations under this Contract provided it gives written notice to the Contractor as soon as practicable afterwards.

17.4. NO SUB-CONTRACTING

The Contractor must not sub-contract the performance of any of its obligations under this Contract unless permitted under Item 7 of Schedule 1 or the Principal has given its prior written consent.

17.5. NO PARTNERSHIP OR AGENCY

This Contract does not constitute any party the agent of the other or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of the other.

17.6. NOTICES

Any notice under this Contract may be served by hand delivery or by being forwarded by prepaid post to the attention of the representative of a party to the address set out in Item 5 of Schedule 1 of this Contract or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received within four days after posting (7 days if sent to or from a place outside of Australia). Notices may be served by facsimile transmission or email and are valid if in fact received, as demonstrated by a valid transmission report or notification of delivery to the recipient's computer.

17.7. FURTHER ASSURANCES

Each party must take all steps, execute all documents and do everything reasonably required by the other party to give effect to the transactions contemplated by this Contract.

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

17.8. SEVERABILITY

If any provision of this Contract (or part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision of part-provision shall to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected.

17.9. WAIVER

No delay or indulgence by a party in enforcing this Contract will prejudice or restrict the rights of that party, nor will a waiver of those rights operate as a waiver of a subsequent breach.

17.10. COSTS

Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to other provisions of Contract) performance of this Contract.

17.11. COUNTERPARTS

This Contract may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

17.12. SIGNATORIES

The signatories to this Contract warrant that they have authority to enter into this Contract, respectively, on behalf of the party they are stated to represent.

17.13. GOVERNING LAW

This Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

18.FORCE MAJEURE

18.1. For the purposes of the Contract, the term Force Majeure means:

- i. War and other hostilities (whether war be declared or not), invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;
- ii. Rebellion, revolution, insurrection, military or usurped power or civil war;
- iii. Riot, commotion or disorder except where solely restricted to employees of the Contractor or its subcontractor;
- iv. Earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to be, the party claiming the force majeure;
- v. A general industrial dispute not limited to the employees of the Contractor or the employees of any of its subcontractors.

- If either party considers that any circumstances of Force Majeure has occurred which may substantially alter the performance of its obligation then he shall forthwith notify the other in writing to the effect giving full details of the circumstances giving rise to the Force Majeure event.
- Neither party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement Date of the Contract and which is not foreseeable at the Commencement Date of the Contract.
- If the performance of the obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of less than 30 days then during that period the contract shall be considered as suspended. Upon the ending of the Force Majeure event the contractual obligations of the Parties shall be reinstated with such reasonable modification to take account of the consequences of the

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

Force Majeure event as agreed by the Parties. Notwithstanding such suspension, the Contractor shall use his best endeavours to assist Council in the performance of the Contract.

- If the performance of such obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall be so prevented for a period of 30 days or more then the Contract may be terminated by mutual consent and, subject to clause 18(f) neither party shall be liable to the other as a result of such termination.
- If the Contract is so terminated then subject to the transfer to Council of the benefit referred to in 18(g), Council shall pay to the Contractor such reasonable sum as may be agreed between the Parties in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-clause then the Contractor shall repay the balance to Council.
- The Contractor shall transfer to Council the benefit of all work done by him or his subcontractors in the performance of the Contract up to the date of the Force Majeure notice.

19. INTELLECTUAL PROPERTY

19.1. BACKGROUND IP

- (a) Each party acknowledges that all Background IP remains the sole property of its owner and that it acquires no right, title, or interest in or to the Background IP of any other party by virtue of this Contract, other than as expressly set out in this Contract.
- (b) Each party grants to each other party (as required) a royalty-free, non-exclusive, non-transferable license during the term of this Contract to use the Background IP owned by it for the sole purpose of providing the Goods and/or Services.

19.2. DELIVERABLES

- (a) All Intellectual Property rights in the Deliverables vests in and is hereby assigned to the Principal upon its creation. Upon request, the Contractor must at its cost sign all documents (including assignment deeds) and do all things (including requiring its Personnel to sign documents) as may be necessary to vest, confirm, perfect and record ownership by the Principal in accordance with this clause 19.
- (b) The Contractor must promptly and fully disclose to the Principal all Intellectual Property rights in the Deliverables on completion of the Goods and/or Services or earlier termination of the Contract.
- (c) The Contractor grants to the Principal a royalty-free, non-exclusive, perpetual, irrevocable license to its Background IP to permit the Principal to use the Deliverables (including its right to sublicense) and to exercise the ownership rights conferred on the Principal by this clause 19.
- (d) The Contractor must not, whether directly or indirectly or through any third party, take any action or assist any other person to take any action which may challenge the validity or ownership of the Confidential Information or the Intellectual Property rights in the Deliverables.
- (e) The Contractor must on request by the Principal obtain from its relevant Personnel written, unconditional and irrevocable consents to any act or omission that would otherwise infringe any Moral Rights they may have in the Deliverables, other than the Moral Rights prohibiting false attribution of works. Copies of the consents must be provided to the Principal within 10 days of request.

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 1

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

SCHEDULE 1 – CONTRACT DETAILS

Item 1	Quotation and Request for Quotation	Quotation dated [July? 2019] lodged by the Contractor in response to the Request for Quotation, Quotation Number 2019.00XX – Integrated Transport Management Strategy	
Item 2	Commencement Date	August? 2019 [The date on which this Contract is last signed]	
Item 3	Initial Term	18 months	
Item 4	Renewal Term	Nil	
Item 5	Representatives	Contractor	Name: [insert] Position: [insert] Address: [insert] Email: [insert] Phone: [insert]
		Council	Name: Daniel Strzina Position: Project Engineer Address: 70 – 90 Station Street MULLUMBIMBY NSW 2482 Email: dstrzina@byron.nsw.gov.au Phone: 02 6626 7241
Item 6	Insurance	Public liability insurance: \$20,000,000 Professional indemnity insurance: \$10,000,000	
Item 7	Sub-contracting	[insert details of any approved sub-contractors]	
Item 8	Special Conditions	[insert details of any agreed special conditions Note: include in separate schedule if not enough space]	
Item 9	Early Settlement Discount	[insert details of any agreed early settlement discount here]	
Item 10	Frequency of Payment Claims	[insert details of agreed frequency of payment claims here]	
Item 11	Reports Required	[insert details]	
Item 12	Frequency of Review Meetings	Weekly Skype meetings with the Project Manager Bimonthly TIAC/TSWG meetings	

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 1

2019.00XX –Byron Shire Integrated Transport Management Strategy
PART A3 – Conditions of Contract- Read and keep this part

Executed as an Agreement

Signed for an on behalf of

Byron Shire Council

ABN 14 472 131 473

[insert Contractor's name]

ABN [insert]

Authorised Signatory

Name (printed)

Position

Date

Authorised Signatory

Name (printed)

Position

Date

2019.00XX – Byron Shire Integrated Transport Management Strategy
 PART B – Information to be provided by Proponents – Returnable Schedules

PART B – INFORMATION TO BE PROVIDED BY PROPONENTS

1. RETURNABLE SCHEDULES

Proponents must complete the following Returnable Schedules and include them with their Quotations.

The Proponent, having read, understood and fully informed itself of the contents, requirements and obligations of the Request for Quotation, submits this Quotation to supply the Goods and/or Services to Byron Shire Council for the Quotation Price in accordance with the Quotation Documents and the Contract and confirms that each of the following documents which are required to be delivered as part of the Quotation are attached.

Schedule	Description of Document	Complete (please initial)
B1.1	Compliance Assessment A. Instrument of Quotation B. Conflicts of Interest Declaration C. Statement of Conformance D. Insurance Details	
B1.2	Price	
B1.3	Capability Assessment A. Profile and Relevant Experience i. Proposed Key Personnel ii. Proposed Staff iii. Proponent's and Proposed Subcontractor's Insurance iv. Previous Relevant Experience v. Referees B. Delivery Plan i. Proposed Program ii. Proposed Methodology	
B1.4	Sustainability Assessment	

This Quotation remains open for acceptance for the Validity Period.

Signed by or on behalf of the Proponent:

 Signature of authorised signatory

 Name of authorised signatory

 Position of authorised signatory

 Date

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

1.1. COMPLIANCE ASSESSMENT

A. INSTRUMENT OF QUOTATION

Details of Proponent and Quotation	
Legal Name of Proponent	<i>(Include full legal name)</i> <i>Note: if the Quotation is on behalf of a trust, include the trustee's name as the Proponent with the words "as trustee for" in front of the name of the trust. The trustee must execute this Quotation as trustee for the trust in accordance with the trust documents.</i>
Trading Name(s)	<i>(Include details of any trading name of the Proponent)</i>
Legal capacity of Proponent	<i>(Company/Partnership/Trust/Individual)</i>
ABN	
Street Address	
Postal Address	
Email	
Phone	
Contact	Name: Phone: Email:
License details/details of membership of professional bodies	<i>(Include current details of any license numbers or membership details which you are required to have by law or by the Quotation Documents to provide the Goods and/or Services or which you propose to use to provide the Goods/Services)</i>

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

B. CONFLICTS OF INTEREST

Byron Shire Council's employees, suppliers and customers are bound by Council's **Business Ethics Policy** when conducting all interaction. A copy of Council's Business Ethics Policy is available from its website at www.byron.nsw.gov.au/files/publications/business_ethics_policy.pdf. This requires probity in all dealings including those conducted with prospective or successful suppliers. Council has adopted the Business Ethics Policy to ensure that functions are undertaken efficiently, impartially and with integrity. Conniving or inducing a breach of the Business Ethics Policy may constitute grounds for termination of the Contract.

Proponents must

- (a) Disclose any affiliation or associated with Byron Shire Council that could be deemed to constitute a conflict of interest; and
- (b) Include any other circumstances or relationships that will constitute a conflict, potential conflict or perceived conflict of interest if their Quotation is accepted:

If any conflict, whether actual, potential or perceived, exists, the Quotation should advise how it proposed to address and eliminate this conflict.

Council may terminate the Contract if it is shown that a successful Proponent has failed to disclose as part of its Quotation any conflict of interest. Council may reject any future Quotations from a Proponent who fails to disclose details of actual, potential or perceived conflicts of interest.

Provide answer here:

C. STATEMENT OF CONFORMANCE

Compliance with this Request for Quotation refers to all clauses in all Parts and means that, where applicable:

- i. The Proponent has noted and understood the clause;
 - ii. The Quotation complies fully with the clause;
 - iii. The Proponent has provided all information requested in the Clause.
- (a) List in the table below all areas of non-conformance with the Specification and the reason(s) for the non-conformance:

Area of non-conformance	Reason(s) for non-conformance

- (b) List in the table below all areas of non-conformance with the Conditions of Contract as set out in Part A5.

Area of non-conformance	Reason(s) for non-conformance

- (c) List in the table below any other non-conformances with this RFQ not mentioned above:

Area of non-conformance	Reason(s) for non-conformance

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

- (d) Does the Proponent have any involvement with the construction or operation of the Carmichael mine or otherwise have ties to Adani?

Provide answer here

- (e) Does the Proponent gain any financial benefit from Australia's offshore detention centres?

Provide answer here

D. PROPONENT'S AND PROPOSED SUBCONTRACTOR'S INSURANCES

- (a) Proponents must complete the following table setting out the details of current insurance held by the Proponent and any proposed subcontractor, applicable to the provision of the Goods and/or Services under the Contract. Proponents must include copies of all related insurance certificates. Successful Proponents will be required to amend their public liability insurance policy to include Byron Shire Council as named insureds for their respective rights, interest and liabilities in connection with the Contract. Replicate table as required for each proposed subcontractor.

Insurance Type	Policy Number	Extent of Cover		Expiry Date	Name of Insurer
		Per Claim	Aggregate		
Workers Compensation					
Public Liability (\$20 Million)					
Professional Indemnity					
Other					

- (b) If you do not currently hold the required levels of insurance, please indicate below your willingness and ability to obtain the required insurances should you be awarded the contract.

Provide answer here

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

1.2. PRICE

A. PRICE SCHEDULE

Proponents must complete the pricing schedule below (**Pricing Schedule**) for the rate(s) or price(s) to supply the Goods and/or Services. Proponents must not alter the contents or formatting of the Pricing Schedule.

Rate(s) or price(s) included in the Pricing Schedule:

- (a) Must be listed as GST-exclusive;
- (b) Must include all overheads, profit and other expenses which the successful Proponent may incur in relation to the supply of the Goods and/or Services and performance of the successful Proponent's obligations under the Contract.
- (c) Will remain fixed for the term of the Contract. There is no provision for rate(s) or price(s) variations during the Term.

Item Number	Description	Hours Required	Hourly rate (\$/hr)	Amount (ex GST)	Amount (inc GST)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
	TOTAL OF QUOTATION:			\$	\$

B. ADDITIONAL CHARGES

Please describe any additional charges that apply:

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

1.3. CAPABILITY ASSESSMENT

A. PROFILE AND RELEVANT EXPERIENCE

i. PROPOSED KEY PERSONNEL

Provide details of the key personnel who will have prime responsibility and accountability for the performance of the contract. The successful proponent shall ensure that the personnel named in this schedule are engaged throughout the Term of the Contract.

Staff member name	Position Held	Qualifications	Levels of Expertise	Responsibilities under the contract	% of time on the project

*Attach a resume for each of the people nominated above

ii. PROPOSED STAFF

Provide a list of all other staff who will be nominated to work on the project.

Staff member name	Position Held	Qualifications	Years Experience	Responsibilities under the contract

iii. DETAILS OF SUBCONTRACTORS

Estimate the total percentage of work under this Contract that will be undertaken by subcontractors:

_____ %

Provide the following information for all subcontractors that you intend to use to service all or part of the Contract (replicate table as necessary to provide information for all subcontractors to be used).

Subcontractor Name	
ABN	
Address	

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

Contact Name	
Telephone	
Type of work	
% of this type of work to be undertaken by this subcontractor	

Please describe any formal contractual arrangements you have in place with any of the above-named subcontractors.

--

Describe the procedures you have in place to ensure any subcontractors obtain and maintain the required insurances:

--

iv. PREVIOUS RELEVANT EXPERIENCE

Proponents must provide details of up to four recent contracts (within the past two years) that demonstrate expertise applicable to the Goods and/or Services and/or experience contracting with Local Government.

Example 1	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

Example 2	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 1

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

Example 3	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

Example 4	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

v. REFEREES

Proponents must provide details of no fewer than three client referees

Company Name	
Contact Name	
Phone	
Email	

Company Name	
Contact Name	
Phone	
Email	

Company Name	
Contact Name	
Phone	

2019.00XX – Byron Shire Integrated Transport Management Strategy
PART B – Information to be provided by Proponents – Returnable Schedules

Email	
--------------	--

B. DELIVERY PLAN**i. PROPOSED PROGRAM**

Proponents are to submit a proposed program for carrying out the work under the Contract indicating the proposed hours of work and working days and a Gantt Chart or similar showing the major milestones and duration of the project. The program must contain such information as required by the Contract.

<i>Provide answer here</i>

ii. PROPOSED METHODOLOGY

Proponents must set out the proposed methodology and sequence of works to be performed under the Contract.

<i>Provide answer here:</i>

END OF RETURNABLE SCHEDULES

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Report No. 4.5 **Development of a Shire-wide Transport Strategy**
Directorate: Infrastructure Services
Report Author: Daniel Strzina, Project Engineer
File No: I2019/80

5

Summary:

10 The first iteration of this report was delivered to the Committee at their meeting on 15 November 2018. Due to a lack of quorum, no recommendations were made. This iteration includes notes generated during the last meeting and an update on the RFQ process.

The purpose of this report is to:-

- 15 • Provide background information on the development of a Shire-wide Transport Strategy;
 • Summarise the outcomes of the first two TIAC workshops on the development of the Shire-wide Transport Strategy, held on 20 April 2018 and 22 June 2018; and
 • Identify any useful existing strategies developed by other Councils, regional bodies and other sources of information for TIAC to continue to workshop the development of the
 20 Shire-wide Transport Strategy.
 • Recommend the engagement of a specialist consultant to build upon and complete the Shire-wide Transport Strategy.

RECOMMENDATION:

1. **That the Committee recommend to Council the following sections of a Shire-wide Transport Strategy:-**
 - **Scope and context**
 - **Vision**
 - **Principles**
 - **Issues and challenges**

2. **That the Committee review the following sections of a Shire-wide Transport Strategy and develop recommendations to Council for:-**
 - **Targets and desired outcomes**
 - **Key actions to achieve objectives**
 - **Community and stakeholder engagement**

4. **That an RFQ be issued for the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy, using the outcomes of Workshops and meetings to date as a foundation for the development of the Strategy.**

25

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

REPORT

Notes from Previous Meeting (15 November 2018)

Report No. 4.4 Development of a Shire-wide Transport Strategy
File No: I2018/2035

Notes:

1. That an RFQ be prepared and issued for the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy, using the outcomes of Workshops and meetings to date as a foundation for the development of the Strategy.
2. These outcomes include the Committee's recommendations:-
 - a. that the Strategy include the following sections
 - i. Scope and context
 - ii. Vision
 - iii. Principles
 - iv. Issues and challenges
 - b. The finalised sections for
 - i. Targets and desired outcomes
 - ii. Key actions to achieve objectives
 - c. The draft section for
 - i. Community and stakeholder engagement

5 BUSINESS ARISING:

1. Climate Change Emergency Motion discussed; central focus that bring together all policies.
2. Item from Sapoty Brooke: IBCC Report:
 - a) Transport has a huge impact on climate change, Council to encourage share transport, electric public transport, electric bikes, charging stations. Council should consider impact on climate with all his actions for example building new roads, buildings etc.
 - b) Council to make sure that climate change is not just a sentence in the strategy but consider real actions. Local Government to provide incentives programs.
 - c) The sustainability of the company to be considered while going for tender for Transport Strategy.
 - d) Council should establish targets for electric vehicles in the shire for example 50% electric vehicles by 2020.

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Update

5 An RFQ has been prepared for the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy, using the outcomes of Workshops and meetings to date as a foundation for the development of the Strategy.

The following sections of this report up to 'Strategic Considerations' are as per the first iteration of this report.

10 **Background**

15 The previously considered reports referred to in the following pages contain information significant to the progression and development of a Shire-wide Transport Strategy. As such, they have been summarised in this section for reference and guidance moving forward.

Council, at its meeting of 10 October 2016, resolved in support of the 16 August 2016 Transport Advisory Committee (TrAC) recommendation as follows:-

20 **Resolution 16-516**
Report No. 5.1 Development of a Shire-wide Transport Strategy
File No: I2016/884

Committee Recommendation 5.1.1

1. That the Committee develop a Shire-wide Transport Strategy which includes:

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

- 5 a) *CONTEXT to include consideration of:*
- *congestion*
 - *high tourist numbers*
 - *lack of local public transport connectivity and regional integration*
 - *high carbon emissions*
 - *safety*
 - *high costs of running private vehicles*
 - *road condition and the cost of maintenance*
 - *demographics – (difficult for people who can't drive or don't have a licence)*

10 • *access - mobility*

• *lack of cycleway connectivity*

• *lack of connectivity in general*

• *poor location of services – making them more distant than they could otherwise be*

15 • *high growth area – need to plan for future*

• *transport costs to community from planning and commercial decisions*

• *impact of future technological and social developments*

20 b) *OBJECTIVES to include consideration of:*

 - *reduce the need for and/or dependency on private motor vehicle trips*
 - *improve public transport*
 - *support community transport*
 - *increase the bike network and/or use*
 - *improve pedestrian and residential amenity*

25 • *support advocacy, partnerships and/or community involvement*

• *improve road user safety*

• *improve integration and regional connectivity*

• *support climate change adaptation and mitigation*

30 • *further defining and obtaining of these objectives will be the role of the proposed transport strategy*

• *support of each objective can be sought via relevant Council instruction through available mechanisms regarding any proposed and/or existing activity, all of which will be explored via development of the proposed transport strategy that will be guided by Council's vision.*

35 c) *ACTIONS to include the consideration of:*

 - *understanding user experience – feedback, surveys*
 - *develop priorities from user feedback, eg improve user experience by means of improved bus shelters, safer road crossings, shorter travel times, for example*

40 • *develop measurement methods for baseline and future actions*

• *integrated land use planning*

45 2. *That a draft strategy commence with a review of relevant local, state and federal programs, plans and strategies in efforts to identify funding and partnership opportunities.*

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

3. That Council note staff will apply by 9 September 2016 to meet the RMS Active Transport Funding deadline and it will include seeking 2017/18 funding for the revision of Council's bike plan and PAMP. (Richardson/Hunter)

- 5 TIAC at its meeting on 15 March 2018 considered a report on Development of a Shire-wide Transport Strategy (File No: I2018/411) that sought to establish a process to move forward with to develop a Shire-wide Transport Strategy with reference to resolution 16-516 as the basis of the framework for the strategy. Committee recommendations were adopted by Council, who resolved as follows:

10

Resolution 18-251

Resolved that Council adopt the following Committee Recommendation(s):

Report No. 4.5 Development of a Shire-wide Transport Strategy

File No: I2018/411

15

Committee Recommendation 4.5.1

1. That the Committee have an extraordinary meeting in April 2018 to workshop the development of Shire-wide Transport Strategy.
- 20 2. That a report be prepared for TIAC that identify any useful existing strategies developed by other councils, regional bodies and other sources of information.
3. That the Committee members be encourage to research and share ideas (Richardson/Cameron)

- 25 At its extraordinary meeting on 20 April 2018, TIAC considered a report in accordance with point 2 of the above resolution (File No: I2018/685) and conducted a workshop on the development of a Shire-wide Transport Strategy. Committee recommendations were adopted by Council, who resolved as follows:

30

Resolution 18-305

Resolved that Council adopt the following Committee Recommendation(s):

Report No. 4.1 Development of a Shire-wide Transport Strategy

File No: I2018/685

35

Committee Recommendation 4.1.1

That Council note that the Committee develop recommendations to Council for the following sections of a Shire-wide Transport Strategy:

40

- Scope and context
- Vision
- Principles
- Issues and challenges
- Targets and desired outcomes
- Key actions to achieve objectives
- Community and stakeholder engagement

45

(Richardson/Cameron)

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Report

5 During the first Transport Strategy workshop on 20 April 2018, the following points were initially raised:

- The Shire-wide Transport Strategy will be an overarching, policy-level strategic document that will act at high level to guide how Council proceeds with funding.
- It will be a mechanism by which to support projects and initiatives.
- 10 • It will inform other Council plans and strategies.
- It will contain a hierarchy of principles, prioritised by the community.
- Community involvement will be critical to making this an integral document.
- A desired outcome is that it will become a consensus document; high quality data and research to ensure that it is effective in influencing Council.

15

A discussion was had regarding the potential to engage a consultant to undertake the preparation of the Shire-wide Transport Strategy. It was concluded that a more efficient and cost effective approach would be to workshop the subject matter so as to define the content prior to engaging a consultant.

20

As such, examples of existing local council Transport Strategies were tabled for analysis. The Committee proceeded to workshop the deliverables outlined in Resolution 18-305. The outcomes of this process are detailed in the following section of this report.

25

Two strategies that were of interest due to the relevance of their content were Noosa's Transport Strategy (2017) and Hobsons Bay's Integrated Transport Strategy (2017).

1. Outcomes of the 1st Transport Strategy Workshop (for adoption)

30

The following agreed outcomes are listed below and in the attached working document for adoption during the ordinary meeting of 15 November 2018.

- *Italics* indicate sections or ideas that have been directly referenced from the original documents with little or no amendment.
- 35 • *Red text* indicates additions or amendments made during workshop 2.

Transport Strategy Scope and Context

1. Shire-wide.
2. Regional links.
- 40 3. *Interregional and interstate links and influences (border, airports, freight, etc.)*
4. Inform future transport use.
5. Write flexibility into strategy.
6. Consider technological change (drones, autonomous vehicles, electric vehicles, etc.).
7. Consider demographical change.
- 45 8. 40 year strategy.
9. Review frequency: 3-5 years?

Vision

50

An integrated, innovative and equitable transport system, providing a range of sustainable, efficient, accessible and safe ways for people and goods to reach their destination.

Purpose

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

1. Purpose of document is to inform Council on how to implement the vision.
2. Integrate with existing and future planning documents.
3. Ensure infrastructure projects satisfy strategic goals.
4. Support funding applications and opportunities.
5. Support and promote general health and wellbeing.
6. Cultivate environmental stewardship.
7. Foster economic growth.
8. Encourage change in modes.
9. To coordinate with other Councils across the region.
10. How does the document get used? Framework to be developed.

Principles

1. Encourage transport options that meet the needs of both locals and visitors.
2. Prioritise our focus on moving people and goods rather than moving cars.
3. Provide infrastructure and services that are designed to give priority to pedestrians, cyclists, scooters and public transport over private cars.
4. Improve *and promote* the safety and amenity of pedestrians, cyclists and vulnerable road users in our transport infrastructure. (*safety amenities vs behaviour*)
5. Address peak time traffic congestion by reducing traffic rather than increasing road capacity.
6. Take advantage of changes in transportation technology.
7. Align transport options and usage with Council's Emission Reduction Strategy.
8. Design for, encourage and facilitate transport options that reduce the emissions produced by our community.
9. Recognise the need for transport options in rural areas and evoke a sense of equity within transport planning.
10. Integration – Strengthen connections between different forms of transport, land use and transport planning, and to regional and metropolitan networks.
11. Equity – Support a range of accessible and affordable transport options for all people, neighbourhoods and future generations.
12. Efficiency – Build a more reliable and effective transport system that supports skills development, business and employment growth and provides competitive alternatives to private car travel.
13. Encourage the use of ride sharing and car sharing services.
14. Encourage active transport and healthy transport options.
15. Promote behavioural change to improve safety.

Challenges and Opportunities

1. Number of visitors.
2. Congestion at peak times.
3. Car dependence.
 - o Sedentary issue.
 - o Love affair with cars.
 - o Fossil fuel and associated financial, environmental and sociological costs.
 - o On demand transport.
4. Topography and climate.
5. Funding.
6. Shortfalls in services and infrastructure.
7. Public transport.
 - o Affordability
 - o Frequency
 - o Coverage
 - o Connectivity

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

8. Regional, state and federal transport planning, including funding.
 9. Demographics (large proportions of younger and older residents in Byron Shire).
 10. Lack of population density due to the rural nature of Byron Shire.
 11. *Disruptive technology.*
 5 12. *Distinguish differences between different sets of users (e.g. tourist, leisure, resident, commuter, commercial) and their different needs.*
 13. *Internet as a way to avoid unnecessary transport.*
 14. *Support of high speed broadband.*
- 10 Population Dispersal Discussion
- It was highlighted during the workshop that the primary distributors in Byron Shire (Pacific Hwy running North-South and Bangalow/Lismore Rd running East-West) present opportunities to be taken advantage of in preparing the Shire-wide Transport Strategy.
- 15 - *Different sets of users (e.g. tourist, resident, commuter, business) have different needs.*
 - *Acknowledge that there are different patterns (mapping and demand) for different users.*
 - *Behavioural aspects must be addressed for safety – e.g. dropping kids at school.*
- 20 **2. Outcomes of the 2nd Transport Strategy Workshop (for review)**
- The following outcomes are listed below and in the attached working document for review during the ordinary meeting of 15 November 2018. This section contains excerpts from existing relevant local council Transport Strategies (in *italics* or as images), collated for the purposes of continuing to workshop the development of the Shire-wide Transport Strategy. The full excerpts are available as appendices to the attached working document.
- 25 • *Italics* indicate sections or ideas that have been directly referenced from the original documents with little or no amendment.
 • *Red text* indicates additions or amendments made during workshop 2.
 • **Highlighted text** indicates where review or further work is needed.
- 30 1. Targets and desired outcomes
- a) Noosa Transport Strategy (2017, page 7).
- 35 1. *Residents and workers of ~~Noosa~~ Byron Shire are able to go about their everyday business without having to be reliant on private vehicles.*
- 40 2. *The transport network is designed to facilitate and encourage an overall modal shift away from private car use towards more sustainable transport modes including walking, cycling, public transport, electric vehicles and motor scooters/cycles.*
- Points 1&2 summarise to: Reduce impact and reliance on Transport Infrastructure.**
- 45 3. *The transport system supports the preferred pattern of development including the local centres hierarchy, and is consistent with our planning scheme.*
- Point 3 – add bike friendly and pedestrian friendly schemes.**
- 50 *Note: Ask Shannon Burt's staff to help us to develop this document and invite for the next meeting. E.g. SEE planner to discuss future planning DEP/LEP.*
4. *Key regional destinations such as hospitals, airports and universities are readily accessible by public transport from ~~Noosa~~ Byron Shire. Point 4 OK.*

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

5. All schools are safely and conveniently accessible by walking, cycling and public transport. **Point 5 OK.**
6. Parking is closely managed through effective controls. **Point 6 OK.**
7. There has been a change in behaviour by people in Noosa with a reduction in the number choosing to drive and park cars in congested coastal areas. **Point 7 OK.**
8. Park-and-Ride facilities have been provided to assist with managing visitor travel demand where supported by transport services. **Point 8 OK.**
9. The transport system supports the local lifestyle and also tourism by delivering both active and public transport infrastructure that meets the needs of locals and visitors. **Point 9 OK.**
10. Local public transport routes offer efficient and frequent services. **Point 10 OK – frequency, connectivity etc. Include reference to regional and interregional networks.**
- NEW: Transport movement associated with events in line with strategies principles. Apply DTA standards.**
- NEW: Vehicles being flexible to meet emission targets.**
- NEW: On demand public transport including driverless vehicles.**
- NEW: Provision of multimodal HUBs with accessible infrastructure footpaths.**
11. Road crossings and associated pedestrian networks are safe and accessible for mobility scooters, cyclists and pedestrians.
12. The community at all levels is educated about the costs and benefits of their travel choices, allowing people to make informed decisions.
13. Alternative transport is cost effective for users and providers as compared with private car use.
14. New technologies are being used in our transport solutions.
15. Transport initiatives result in significantly reduced greenhouse gas emissions.
- Note: Combine Points 14 and 15 together.**
- NEW: Add point about the Electrification of transport and provision of renewable energy to match the growth.**
- b) Hobsons Bay Integrated Transport Plan (2017, page 24-35).

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

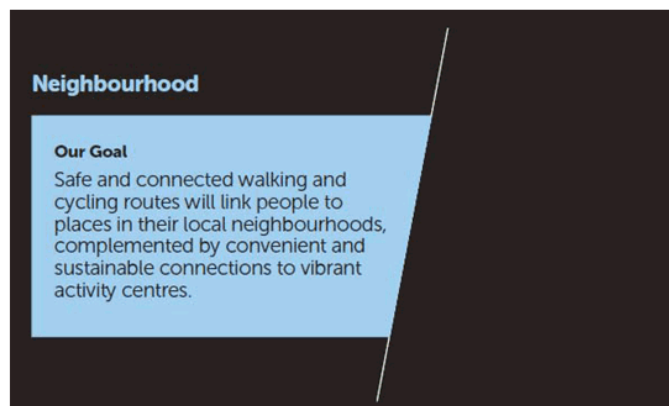
	Neighbourhood	Regional
Examples of key destinations	Shops, schools, parks, doctors, libraries, work	University, TAFE, hospitals, medical specialists, major shopping centres, entertainment arenas, work, freight networks
Typical travel time and distance	Shorter	Longer
Typical sustainable travel options	Walking, cycling, bus, bike share	Cycling, bus, train, car share, electric bikes, electric vehicles
Primary planning factors	People and place	Vehicles and movement
Common issues	Footpath connections, managing parking demand, limited bus services	Arterial road congestion, limited train services, on-road cycling conditions, conflicts between modes
Council's typical role	More direct, e.g. deliver and maintain infrastructure	Less direct, e.g. advocate to Victorian Government, regional planning
Our goal	Safe and connected walking and cycling routes will link people to places in their local neighbourhoods, complemented by convenient and sustainable connections to vibrant activity centres.	Convenient, safe and sustainable connections between neighbourhoods and to regional destinations will generate more efficient movement of people and goods, attracting and providing links to jobs, services, industry and recreational activities.

Typical sustainable travel options (Neighbourhood): Add car share/car pool and EV.

- 5 Common issues (Regional): Connection issues - add reference to integration. Also add point about cycling facilities, footpath connections, and cycleway connections.

Council's typical role: What we do is beyond the advocacy, policy support etc.

- 10 Typical sustainable travel options: Electrification of transport – encouraging it – add point (we have already charging station).



“Vibrant Activity Centres”

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Strategic directions

To achieve our goal, Council will:

1. Deliver and advocate for safe, connected and accessible **walking and cycling infrastructure**
2. Deliver and support **behaviour change and community education initiatives** to promote road and shared trail safety and encourage mode shift toward sustainable transport options
3. Deliver and support **urban design, land use planning and place making projects** to encourage more innovative, engaging and easily navigable places, streetscapes, developments and transport hubs
4. Encourage **development** in areas with convenient access to sustainable transport, and ensure that the impact on transport networks is appropriately identified, addressed and monitored
5. Prioritise an **integrated approach to car parking**, underpinned by regular monitoring of capacity and usage, responsible and sustainable provision, progressive and flexible permit and restriction systems, and consistent and equitable enforcement
6. Develop safe, connected and efficient **routes for all local road users**, including cyclists and pedestrians, supported by related advocacy, planning and infrastructure projects

Consider/include points on the following:

5

- Tourism and management.
- Rail corridor investigation – it is beyond advocacy.
- Carshare/carpool.
- Electrification of transport.

Regional

Our Goal

Convenient, safe and sustainable connections between neighbourhoods and to regional destinations will generate more efficient movement of people and goods, attracting and providing links to jobs, services, industry and recreational activities.

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Strategic directions

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6. Develop safe, connected and efficient **routes for all local road users**, including cyclists and pedestrians, supported by related advocacy, planning and infrastructure projects

Consider/include points on the following:

- Provide links to jobs, services, industry and recreational activities.
- Consider Employment Lands Strategy
 - Location Highway vs Ewingsdale road (congestion?)
 - Modal use
 - Distribution HUBs – warehouses in the industrial estate – people buy online
 - Need for distribution centres – click and collect
- Align transport strategy objectives and outcomes with our Community Strategy/Plan

c) Newcastle Transport Strategy (2016, page 27).

Content considered OK, though not as relevant as Noosa, Hobsons Bay.

d) Northern Rivers Regional Transport Plan (2013, page 44).

Not a good source/reference.

Only good recommendation is a consistent and regular town loop service.

2. Key actions to achieve objectives

Note: It was generally agreed that 'Key Actions to Achieve Objectives' are specific and directly related to 'Targets and Desired Outcomes'. As such, these actions should be developed once the desired outcomes have been finalised. It is recommended that this is undertaken by a specialist consultant with the skills and resources to finalise the desired outcomes and propose a suitable set of actions to achieve them.

a) Noosa Transport Strategy (2017, page 12).

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

Content is generally OK, actions are specific to desired outcomes.

- b) Hobsons Bay Integrated Transport Plan (2017, page 30, 36).

Content is generally OK, actions are specific to desired outcomes.

- c) Newcastle Transport Strategy (2016, page 34-51).

Content is generally OK, actions are specific to desired outcomes.

P10, P11, consider lower speed limits as a safety measure (captured in P12).

A12: Review Contributions Plan to include the design for residential subdivisions.

NEW: Explore possible funding options: State, federal, section 94.

*A17: Reinvestment of paid parking revenues in transport infrastructure
Identify local, regional and interregional freight corridor and access.*

3. Target outcomes of the ordinary meeting of 15 November 2018 (For Development)

For discussion during the ordinary meeting of 15 November 2018:

- Recommendations as to what would be considered suitable community and stakeholder engagement for the development of the Shire-wide Transport Strategy.
- Review of the Path Forward below.

Path Forward

1. Form a Transport Strategy Working Group under the guidance of TIAC to continue to workshop the strategy using a consultant with the goal of finalising recommendations to TIAC then Council in accordance with Resolution 18-305.
2. Invite other skillsets and disciplines to focussed sessions (walking, cycling, public transport, etc.) to assist the Working Group in developing recommendations.
3. Continue to review and consider existing local council Transport Strategies for content and layout.
4. Prepare a document that shows connection into IP&R documents and other internal and external strategies.
5. Research: Scope, context and path forward - Add some graphs about safety, surveys.

4. Recommendation: Engagement of a specialist consultant

It is recommended that an RFQ be prepared and issued for the engagement of a specialist consultant to undertake the further development and preparation of a Shire-wide Transport Strategy using the outcomes above as a foundation for the development of the document.

BYRON SHIRE COUNCIL

STAFF REPORTS - INFRASTRUCTURE SERVICES

4.5

STRATEGIC CONSIDERATIONS***Community Strategic Plan and Operational Plan***

Objective: 1:	We have infrastructure, transport and services which meet our expectations
Strategy: 1.3:	Support, through partnership, a network of integrated sustainable transport options
Action 1.3a)	Ensure an integrated and accessible transport network (SP)
Activity:	Prepare an Integrated Transport and Movement Plan (ITMP)

5

Legal/Statutory/Policy Considerations

There are no negative legal, statutory or policy compliance implications associated with this report.

10 ***Financial Considerations***

Funding of \$75,000 has been allocated to this project as part of the 2018/19 budget, of which there is \$70,712 remaining (as of 8/11/2018).

15 ***Consultation and Engagement***

No consultation or engagement is necessary for this project at this time.



Policy:

Community Engagement

2018

INFORMATION ABOUT THIS DOCUMENT

Date Adopted by Council	27 August 2015	Resolution No.	15-395
Policy Responsibility	General Manager		
Review Timeframe			
Last Review Date:	13 December 2018	Next Scheduled Review Date	September 2020

Document History

Doc No.	Date Amended	Details Comments eg Resolution No.
#DM630640	24 November 1998	Policy 3.38 Community Consultation and Participation in Council's Decision Making
#E2015/13070	28 August 2015	As per resolution 15-395
#E2015/90484	September 2017	Draft for Consultation
#E2018/10445	April 2018	Revised Draft for Consultation
#E2018/10445	13 December 2018	Resolved 18-782

Further Document Information and Relationships

Related Legislation*	Local Government Act 1993 Environmental Planning and Assessment Act 1979 Privacy and Personal Information Protection Act 1998 Government Information (Public Access) Act 2009
Related Policies	Communication Policy 2013 (E2013/72429) Social Impact Assessment Policy 2009 (DM906183)
Related Procedures/ Protocols, Statements, documents	Byron Shire Council's Community Strategic Plan 2028



TABLE OF CONTENTS

Introduction	2
Our commitment to working with indigenous stakeholders	3
Our commitment to working with an informed and engaged community	3
What is community engagement and what are the benefits?.....	4
Principles for engagement	4
How and when will we engage?	4
Planning for community consultation and engagement	6
Engagement for land use planning and development control	7
Where do development applications sit in this Community Engagement Policy?	8



Introduction

Byron Shire Council is fortunate to serve a community that is interested in Council's activities and keen to be involved in our decision-making processes. We value this passion and Council is committed to working with residents to make better decisions.

This Community Engagement Policy aims to provide a clear understanding of how and when Council will engage with residents and other stakeholders. It acknowledges the value of engaging the community and involving people in decision-making and dialogue that shapes and influences outcomes and develops partnerships.

The Policy also recognises the demands on local government under NSW legislation and our obligations in relation to participation, consultation and engagement. Legislation that has a direct impact on Council's community engagement practices include:

- NSW Environmental Planning and Assessment Act 1979
- NSW Local Government Act 1993

Council also has legislative responsibility under the Native Title Act and Land Rights Act to engage with Aboriginal stakeholders to protect cultural heritage and the rights of traditional owners to self determination on their traditional homelands. We have developed a number of processes to ensure these rights are upheld.

Time and again Byron Shire residents have demonstrated their passion, enthusiasm and ability to come up with imaginative and innovative ideas and solutions to a wide range of issues. Council acknowledges the value of this community knowledge and that people in our Shire want community-led governance and to be involved in decision-making.

Council is committed to this relationship with the community and intends to continue to partner with groups and individuals on a wide range of projects and issues and realise community led-governance and decisions that reflect the desires of residents. This is embedded in our Community Strategic Plan, *Our Byron Our Future*, through objectives 5.1 and 5.2:

- 5.1 – Engage and involve community in decision making
- 5.2 – Create a culture of trust with the community by being open, genuine and transparent.

Consistent with this commitment, in March 2018 Council resolved to adopt key principles to assist Council to 'play a valued and effective role in a new system of community-based governance' including:

- *Deepening our understanding of communities, listening to all and engaging with in new and different ways that reflect community diversity*
- *Empowering citizens through participatory and deliberative democracy.*

The elected Council and the Executive Team see good and effective engagement as the foundation of a relationship with the community that is based on honesty, trust and transparency. Meaningful communication and engagement means better outcomes for communities, residents, ratepayers, Councillors, staff and other stakeholders.

**Our commitment to working with indigenous stakeholders**

Byron Shire acknowledges and is committed to working with the Bundjalung of Byron Bay – Arakwal People as the traditional custodians of land in the Shire. Council also recognises the Widjabal and Mindjungbul people as traditional custodians within the Shire.

Building and maintaining strong, respectful partnerships with Aboriginal owners and the organisations that represent them is a key component of engagement activities undertaken by Council.

Our commitment to working with an informed and engaged community

In addition to our legislative requirements to consult with the community Council recognises that effective community engagement can build trust between Council and the community and help people feel confident their views will be heard and taken into account.

Importantly the community will be better informed about the decision making process, and we will provide explanations as to how and why decisions are made.

This Community Engagement policy is Council's commitment to:

- Strengthen relationships with the community to promote continued conversations.
- Give residents and stakeholders a voice in decision-making whilst acknowledging time, resources and legislative limits.
- Provide people with timely information that is easy to understand and encourages them to make a contribution in a number of ways.
- Explain why, how and when Council will engage.
- Where community has provided input, Council will give feedback on how that has been considered and the reasons for decisions.

This policy aims to:

- Improve understanding of local government responsibilities, structure, functions and decision-making processes.
- Improve the quality of decision-making processes.
- Enable the community and stakeholders to express their views and participate in Council's decision-making.
- Enhance the relationship between Council and the community and support effective partnerships.
- Keep elected representatives informed about local concerns and the possible impact of their decisions on the community.
- Support Council and community in working together in a mutually supporting relationship and securing outcomes that ensure the sustainable future of the Byron Shire.
- Achieve outcomes through consensus rather than adversarial processes.
- Ensure that community consultation is guided by principles of honesty, accessibility, equity and transparency.



What is community engagement and what are the benefits?

Community engagement takes in a wide range of activities that are designed to inform, consult, involve, collaborate with or empower the community. Effective community engagement has many mutual benefits including:

- Empowering community to become involved in and influence decisions that affect them.
- Building a better understanding of the community's wants, needs and concerns.
- Strengthening relationships between the community and Council as a result of transparency in decision-making.
- Increasing trust in public administration with community confidence in Council's ability to provide feedback about decisions.
- Building mutual respect for the views of the community and Council's need to make decisions to respond to present and future needs of residents.
- Supporting a valued and proactive community that builds partnerships and a greater sense of ownership.

Council still has to make difficult decisions

Council recognises that community engagement does not replace appropriate decision making by elected representatives but that these decisions can be enhanced through understanding the needs of the community and the impact of these decisions.

Principles for engagement

Council's engagement for projects and processes will be informed by the following principles:

1. Council will improve understanding of communities through engaging with them in new and different ways that reflect community diversity.
2. Information is accessible, timely, relevant, balanced and easy to understand.
3. Identify and seek contributions, feedback and ideas from people/groups that may have an interest in specific issues.
4. Ensure everyone understands the purpose of each engagement and how their contributions will be considered.
5. Inform people about Council's decisions, how and why they were made and how community input was considered.
6. Regularly review and update Council's engagement techniques to learn and improve.

Following the recent success of Council's first Community Solutions Panel deliberative democracy process, Council will develop a "Byron model" for deliberative democracy to empower communities and support community-led governance. This work is currently underway and will be integrated into this Policy when it is complete.

How and when will we engage?

Council is not able to engage on all matters and the level of community involvement in decision making will vary according to the nature of the project or issue. It is acknowledged that people will



have different views on what projects and issues are important. Council will take into account a range of factors when deciding how and when to involve the community. These include the:

- need to involve communities in matters that will affect them
- complexity of the issues, the history of a project or extent of stakeholders
- degree that issues are of importance across the Shire
- need to build trust and respect
- desire to be community-led and making space for communities to develop local initiatives and solutions
- legislative requirements

Examples of projects where we will engage include:

- Corporate plans including the Community Strategic Plan, Resourcing Strategy, Delivery Plan, budget and annual Operational Plan.
- Strategic plans and policies that will have a significant impact on residents, community, the environment, business and the economy.
- Land-use and development plans including the Local Environmental Plan, and Development Control Plans.
- Where legislation requires community notification or consultation.
- When the trigger in the deliberative democracy model that is currently under development applies.

The level of engagement with the community will be determined according to:

- High impact on Local Government Area
- Low impact on Local Government Area
- High impact on local area or group
- Low impact on local area or group

For example:

Level of impact	Examples
High impact on Local Government Area	Community Strategic Plan Coastal Zone Management Plan Rural Land Use Strategy Decisions that could a major environmental impact
Low impact on Local Government Area	Changes to opening times for facilities Street sign strategy
High impact on local area or group	Improvements to playgrounds Changes to specific services Local traffic management
Low impact on local area or group	Minor bridge and road repairs Renewal of street furniture

Council acknowledges it is important to give people time to get informed, become involved and consider their input in Council matters and, when possible, Council will endeavour to go beyond



the minimum timeframes and requirements for engagement to give everyone a chance to contribute to the conversation.

Planning for community consultation and engagement

Council has adopted the community engagement principles of the International Association of Public Participation (IAP2) which is considered the best practice benchmark in the world. IAP2 outlines five different levels of public participation:

- Inform
- Consult
- Involve
- Collaborate
- Empower

The level of engagement is appropriate for a project, will depend on the nature of the project. Council will use the factors detailed above to determine what level of engagement will be used in each case. The table below describes in detail the five levels of participation.

IAP2	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
WHY ARE WE DOING THIS?	To provide the public with balanced and objective information to help them understand solutions, alternatives, opportunities and/or problems.	To obtain public feedback on decisions or ideas on alternative approaches	To work directly with the public throughout the process so public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
WHAT WE WILL DO	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
HOW WILL WE DO THIS?	<ul style="list-style-type: none"> - Council website - Social media - Media releases - E News - Advertising - Foyer displays - Mailouts - Site signage 	<ul style="list-style-type: none"> - Council website - Social media - Media releases - E News - Advertising - Foyer displays - Mailouts - Site signage 	<ul style="list-style-type: none"> - Written submissions - YoursayByronShire.com.au - Stakeholder groups - Pop-up shops, stalls, drop-in events - Surveys and opinion polls - Community Roundtable and Project Reference Groups - On-site meetings/tours 	<ul style="list-style-type: none"> - Charette - Deliberative processes - Community Reference Group 	<ul style="list-style-type: none"> - Polls & referendum



When considered appropriate, a community consultation/engagement plan will be written for projects and Council will identify the appropriate level of participation depending on the nature and complexity of the project.

Each plan will include:

- An overview/background of the project
- Aims/objectives
- Key messages
- Challenges
- Evaluation
- Key staff involved
- The relationship of the project to the IAP2 spectrum
- Detailed program and budget for engagement activities
- Stakeholders
- Timeframes for consultation and engagement

Council-prepared community consultation and engagement plans for projects can be reported to Council's Communications Panel.

Engagement for land use planning and development control

Council is committed to broad and transparent engagement but when it comes to land use planning and development controls, our ability to engage is limited by State Government requirements set out the NSW Environmental Planning and Assessment Act.

- Local Environmental Plans and Development Control Plans must be advertised for a minimum of 28 days and submissions considered. If possible Council will seek to extend this timeframe and use additional forms of engagement in accordance with this policy but compliance with statutory obligations will be the determining factor.
- Some development applications are classified as 'exempt' or 'complying' development and some development may be assessed by private certifiers rather than Council staff. In these cases there will be little or no consultation. Most classification is done by the NSW Government and cannot be changed by local government or Byron Shire Council.

NOTE: THIS IS UNDER REVIEW AS PER CHANGES TO NSW ENVIRONMENTAL PLANNING AND ASSESSMENT ACT. Consultation on other development applications (DAs) is carried out in accordance with Council's Development Control Plan and varies according to the scale and expected impacts of each application. Typically DAs are advertised for at least 14 days and submissions are considered before decisions are made, usually by a senior staff member under delegated authority. However, for a small



percentage of applications they may be required to be reported to the elected Council or the elected Council may call them up to a Council meeting in order to make the decision.

- Proposals for large and/or costly developments are determined by the Joint Regional Planning Panel (JRPP) or by the State Government. Consultation on these proposals is determined by the JRPP or State Government, not council. Normally it is guided by the statutory minimum requirements. In some cases the consultation provisions of Council's Development Control Plan may be applied but Council has no authority to make the final decision.

As our commitment to this Community Engagement Policy, Council will provide a statement of reasons for decisions made with respect to the adoption of land-use plans and policies, for DA decisions made by Council and for the determination of DAs under delegated authority where the proposal has been judged to have substantial impacts.

The NSW Government is reviewing consultation processes under the Environmental Planning and Assessment Act which may result in some changes to the above.

Where do development applications sit in this Community Engagement Policy?

Certain types of development applications in specific locations give rise to debate about consultation and engagement. Different DAs trigger different consultation and engagement processes and Byron Shire Council is bound by the NSW Environmental Planning and Assessment Act with respect to public notification and exhibition.

This information including displays, letters to landowners, public exhibition etc is detailed in the [Byron Shire Development Control Plan](#), specifically section A14. It is important to note that there will be changes to the EP&A Act that set strict minimum guidelines for Councils including the development of community participation plans (CPPs) to detail how a council will engage its community in the planning decisions it makes.

In preparing these plans councils will have to take into consideration new community participation principles, which set the standard for how the community should be engaged.

Councils may choose to incorporate it into the broader community engagement strategies they prepare under local government legislation but need to ensure the document meets the requirements of the updated EP&A Act.

The CPP will set out when and how planning authorities will engage with their communities across all the planning functions they perform. While the plans must meet the minimum requirements for community participation that are set out in Schedule 1 to the Act, they can go beyond the minimum requirements if they decide it is appropriate.

The CPP requirements will override the application of this Community Engagement Policy and it will need to be updated when the exact details are known.



Appendix 1 - Engagement Matrix – this matrix is a guide. Depending on the issue/project methods will be adapted to reach stakeholders.

	What to do? 1 = every time 2 = in most circumstances 3 = on specific occasions 4 = on rare occasions	When you are dealing with...			
		Shire wide High impact	Shire wide Low impact	Locality based High impact	Locality based Low impact
INFORM	Byron Shire Council website	1	1	1	3
	Media Release	1	2	2	2
	E-News	1	1	1	2
	Social media (Facebook)	1	2	1	2
	Newspaper advertising	1	1	2	3
	Radio advertising	3	4	4	4
	Street signage (VMS boards)	3	3	3	3
	Flyer	3	3	3	3
	Fact sheet/FAQ	1	3	2	4
	Letterbox drop	3	3	3	3
	Targeted direct mail	3	4	3	4
	Targeted direct email	3	4	3	4
CONSULT	Surveys	3	4	2	4
	Pop-up/market stall	3	4	2	3
	Workshops	2	3	2	4
	Drop-in session	2	3	2	4
	Public meeting	3	4	2	4
	Focus group	3	3	3	3
	Public Exhibition	1	3	1	4
	Site meeting/tour	3	3	3	3
	Personal briefing	2	2	2	2
INVOLVE COLLABORATE	Meetings by invitation	4	3	3	4
	Meetings with Council committees/advisory groups	3	4	3	4
	Large group / stakeholder collaboration	3	4	4	4



Policy: Community Engagement 2018

Appendix 2 – Example of Community Engagement and Communication Plan



Communication and Engagement Plan

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Project name	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Goal	
When	
Background	
Governance	
Objectives	
Sensitivities and challenges	



Policy: Community Engagement 2018

Key messages		
Media spokesperson		
Work contact		
Potential level of impact	Level 1 – high impact on local government area Level 2 – low impact on local government area Level 3 – high impact on local area/group Level 3 – low impact on local area/group	
Our promise IAP2 Public Participation Spectrum	Inform – We will keep you informed. Involve – We will keep you informed, listen to and acknowledge concerns and aspirations. Consult – We will work with you to make sure your concerns are considered and provide feedback on how public input influenced our decision. Collaborate – We will look to you for advice and innovation in formulating solutions and where possible incorporate your advice and recommendation into the decision.	
Stakeholders	Internal	External



Policy: Community Engagement 2018

Evaluation	
Internal staff	
Submitted to Director or Manager	
Reported to ET	
Reported to Comms Panel/Council	



Policy: Community Engagement 2018

Task	Audience	Details	Who is doing it?	Cost	Date to start/finish
Briefing of Communications Panel					
Formation of internal working group					
Briefing of Arakwal					
Briefing with Police					
Website information					
Online engagement					
Facebook promotion					

#E2018/10445

Page 13



Policy: Community Engagement 2018

Facebook advertising					
Letters to nearby stakeholders residents)					
Stakeholder meeting if necessary					
Briefings					
Media Release					
School visits					
School newsletter advertising					
E-news / E-flash					
Video content for social media/website					
Graphic design					



Policy: Community Engagement 2018

Staff update and promotion of project					
Q&As					



Appendix 3 – Community Charter for Good Planning in NSW

thecommunitycharter.org

PLANNING FOR PEOPLE

A COMMUNITY CHARTER FOR GOOD PLANNING IN NSW

Our Vision

A planning system that thinks of both today and tomorrow; is built on fairness, equity and the concept of Ecologically Sustainable Development; guides quality development to the right places; ensures poorly designed developments and those in the wrong place don't get built; and protects the things that matter, from open spaces, bushland and productive agricultural land to much-loved historic town centres and buildings.

Principles

Good planning is governed by the following principles:

- The well-being of the whole community, the environment and future generations across regional, rural and urban NSW.
- Effective and genuine public participation in strategic planning and development decisions.
- An open, accessible, transparent and accountable, corruption-free planning system.
- The integration of land use planning with the provision of infrastructure and the conservation of our natural, built and cultural environment.
- Objective, evidence-based assessment of strategic planning and development proposals.

These principles will guide a planning system that:

- Respects, values and conserves our natural environment and the services it provides.
- Facilitates world-class urban environments with well-designed, resource-efficient housing, public spaces and solar access that meet the needs of residents, workers and pedestrians.
- Provides housing choice, including affordable housing and sufficient housing for the disadvantaged, in a diversity of locations.
- Celebrates, respects and conserves our cultural (including Aboriginal) and built heritage.
- Protects and sustainably manages our natural resources, including our water resources, fragile coastlines and irreplaceable agricultural land for the benefit of present and future generations while maintaining or enhancing ecological processes and biological diversity.
- Retains and protects our crown lands, natural areas, landscapes and flora and fauna for the benefit of the people of NSW.
- Gives local and regional communities a genuine and meaningful voice in shaping their local area and region, its character and the location, height and density of housing. Provides certainty and fairness to communities.

I support the Charter:

Signed: Date:

Name:

Address:

Email: *The principles are interpreted overleaf:*

☐ Please tick this box if you do not want your name published as having endorsed the Charter.

When signing this Charter you acknowledge that an email message will be sent on your behalf to: the Hon. Pru Goward, MP, Minister for Planning, the Hon. Luke Foley, MLC, Shadow Minister for Planning, Mr David Shoelbridge, MLC, The Greens NSW Spokesperson for Planning, the Hon. Robert Borsak, MLC, Shooters and Fishers Party, Reverend the Hon. Fred Nile, MLC, Christian Democratic Party and the Hon. Rob Stokes, MP, Assistant Minister for Planning and Minister for the Environment and Heritage.

Individuals can fill in the Charter and return it to us at thecommunitycharter@gmail.com or endorse the Charter online at thecommunitycharter.org. Organisations can only endorse the Charter via email.



Policy: Community Engagement 2018

thecomunitycharter.org

The well-being of the whole community, the environment and future generations across regional, rural and urban NSW

We call for a planning system that integrates short and long term social, environmental and economic considerations to create lasting benefits for communities, now and in the future. This is the concept of Ecologically Sustainable Development (ESD) as currently defined in the *Protection of the Environment Administration Act 1991*. ESD must be the overarching objective of the planning system. For more information about ESD refer to the *Charter Companion document*.

Effective and genuine public participation in strategic planning and development decisions

Everyone has the right to participate in decisions that affect their lives. People affected by a planning or development proposal have the right, knowledge and experience to contribute to the final decision. The role of planning authorities includes facilitating community input into the preparation of strategic plans prior to public exhibition and genuine, open dialogue between stakeholders. The role of consent authorities is to consider public comments on development proposals and ensure compliance by developers.

An open, accessible, transparent and accountable and corruption-free planning system

Decision processes must be transparent and accountable. Decisions must be made in public, respond objectively to issues raised in submissions, provide reasons and be subject to the rules of procedural fairness.

The community's ability to seek review of a decision is important in preventing corruption and poor decision-making. All information considered when

assessing a proposal must be publicly available and accessible prior to the decision being made. So called 'fast-tracking' of development does not benefit the public interest. Anti-corruption measures must be effective and enforceable.

Disproportionate influence from vested financial interests has no place in planning decisions. The ability to lobby decision makers is a democratic right. However, it is inappropriate to allow companies, wealthy individuals or lobbyists a greater level of access than is available to the public.

The integration of land use planning with the provision of infrastructure and the conservation of our natural, built and cultural environment

An integrated approach is the key to achieving the kind of sustainable settlement patterns that are needed now and into the future. This type of approach will allow future planning to maintain the integrity of natural areas, take into account natural hazards and constraints, locate employment and key social infrastructure in accessible locations, and ensure the provision of sustainable infrastructure systems that use less energy and resources.

Objective, evidence-based assessment of strategic planning and development proposals

The foundation stone of a good planning system is a sound knowledge base that is publicly accessible and is updated and maintained by government in the public interest. The current system in which the developer pays for reports, such as environmental impact statements, creates conflicts of interests. Whilst it is equitable for developers to pay for reports, the objectivity of reports must be ensured by requiring professional standards and keeping the appointment of consultants at arm's length from developers.

This Charter is accompanied by a Companion document that details how this Charter could be implemented.

©August 2014 **Planning for People: A Community Charter for Good Planning in NSW** has been prepared by a working group of community organisations in consultation with the Better Planning Network, Community Councillors Network, Inner Sydney Regional Council for Social Development, National Parks Association of NSW, National Trust of Australia (NSW), Nature Conservation Council of NSW, NSW Heritage Network, Shelter NSW and the Total Environment Centre.



**Project Plan and Control
(Live Document)**

Insert

Comment [m1]: Insert Project Name

Template: E2015/36109

Version Date and Number:
Maintained By: Responsible Project Officer
TRIM Record Number:
Parcel Number (if applicable):

Station Street, Mullumbimby NSW 2482
PO Box 219, Mullumbimby NSW 2482
Tel: (+61 2) 6626 7000
Fax: (+61 2) 6664 3018
council@byron.nsw.gov.au
www.byron.nsw.gov.au

Page 1

Project Plan Approval

Insert

I determine that the Project Plan is approved and that the project may progress to the phase:

Project Authoriser Name	
Title	
Signature	
Date	

Comment [n2]: Project authoriser to sign on satisfactory completion of the Project Plan Document signifying the completion of the 'plan project' phase and beginning of the 'implement project' phase.

Document Version Control (Live Document Updates)

Insert

Issue/Revision	Date	TRIM Number	Brief Description of Change	Author
Version 1				

Comment [n3]: Insert in the table below successive versions of the Project Plan leading to its authorisation, and following that, updates relating to control actions during the implementation phase.

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Project Control Information

Project Number

Insert:

Project No:	
TRIM Folder:	
Job/Work Order Number:	
Contract Number:	
Parcel Number:	
Grant Number (from funding body):	

Comment [m4]: Insert in the table below the Project Number from the Authority Project Register.

Approvals

Insert:

Approval Process	Dates	References/TRIM record number
e.g. Project Definition Document	e.g. 2 May 2017	E20xx/xx

Comment [m5]: Insert in the table below the information relating to the decision-making process of the project. That is, the approval information relevant to this stage of the project. For example, completion of the Project Plan document, approval by appropriate delegated officer, Executive Team approval, or resolution of the council that authorizes the project, DA, building certification or Director approvals under ISEPP, Approved Project Change Requests etc. Update as required.

Project Sponsor and Project Officer

Insert:

Project Authoriser (Management Sponsor):	Email:	
	Direct Phone:	
Project Officer:		

Comment [m6]: Insert in the table below the project sponsor, who will be a member of the Management Team and their contact details. Include the name of the responsible Project Officer.

Project Definition and Scoping

Insert:

Refer to the Project Definition Document (E20xx/xx) for the following items:

- Strategic Alignment
- Project Objective
- Subject Land (initial research) – Refer to Project Program for the project's detailed land assessment documents (e.g. planning report, REF, SEE, EIS etc) and their approval in the Approvals section above.
- Project Assumptions
- Project Constraints
- Identified Risks (initial) – Refer to Project Risk Plan below for detailed risk assessment.
- Project Scope
- Project Key Dates (initial) – Refer to Project Program below for detailed milestones and program.
- Project Resources (initial identification) – Refer to Project Organisation chart and Program/Gantt below for currency.
- Project Budget Estimates (initial) – Refer to Project Budget below for detailed budget.
- Related Projects
- Associated Documents

Comment [m7]: Insert the TRIM reference number for the approved Project Definition document. Provide additional information at each bullet point to record updates if required (where not allowed for further in the Project Plan) or additional information to the Project Definition Document.

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Project Program

Project Program/Gantt

Insert

Project Program/Gantt TRIM Number:

OR

	Task Description	Duration	Start	Finish	Precedents	Resources
1.	e.g. Develop RFQ Documentation	e.g. 4 weeks	8 Sep 2017	6 Oct 2017		e.g. Project Team
2.	e.g. Issue RFQ	e.g. 2 weeks	6 Oct 2017	20 Oct 2017	1	e.g. Project Team

Project Delivery Status Phases and Key Milestone Dates

Insert

Project Phase/Milestone	Completion Date
Initiate Project	
Plan Project	
Implement Project	
Complete Project	

Comment [m8]: Insert below either:

- The TRIM number of the project program or Gantt chart. This may be in the project officers preferred form e.g. MS Project, Excel or Word. Example MSEXcel Simple Weekly Gantt Template: E2016/27076. MSEXcel Daily Gantt Template: E2016/27074. Other Gantt templates available with TRIM 'title word' search 'projecttools2016'.
- Or complete the MSWord table program provided below.

The program/Gantt should be a detailed list of all the tasks required during the project to achieve the project objectives and deliverables, an estimate of how long each task will take, who will be responsible for each task, what the start and finish dates are for each task, and which tasks are dependant on other tasks either being started or being completed.

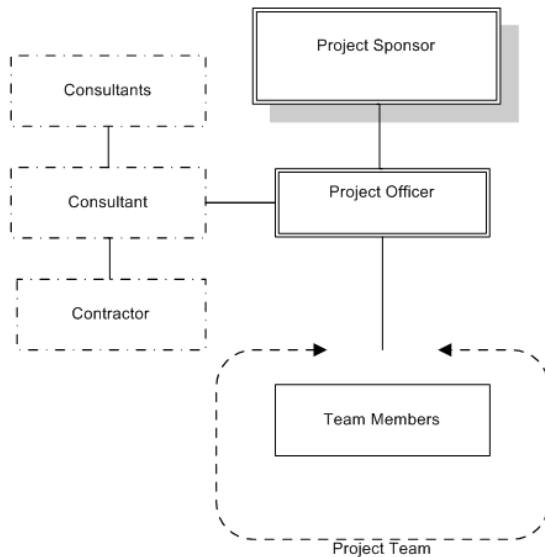
Comment [m9]: Insert in the table below, a summary of the anticipated completion dates for each key phase of the project and key milestones.

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Project Organisation Chart

Insert:



Comment [m10]: Insert below a word org chart or visio chart of the project organisational structure

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Project Resource PlanInsert:Project Team

Position Title	Manager / Supervisor	Estimated Cost (if applicable)
e.g. Project Officer	e.g. Manager XX	e.g. \$10,000

Comment [m11]: Insert here the position title of the staff required implement the project, and the cost for those staff to the project (if any).

Project ResourcesInsert:

Resource Type	Resource Details	Estimated Costs (For Review)
e.g. Architect	e.g. Concept Design	e.g. \$15,000

Comment [m12]: Insert here what resources are required (beyond staffing requirements) to implement the project, and the cost for those resources to the project.

Resource Responsibility AssignmentsInsert:

Refer to Project Program above.

Comment [m13]: Ensure resources are assigned against each task/activity in your prepared program/Gantt chart. E.g. this can be done by inserting a column in the Gantt and noting the resource name/title against each task (as allowed for in the Project Program table provided above). Alternatively, provide separate detail of responsibility assignments here.

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Project Budget

Insert.

Capital Budget

Description	Estimate	Funded	Allocated Source
e.g. Concept Planning	e.g. \$55K	e.g. \$55K	e.g. 6228.031

Operational Budget

Description	Estimate	Funded	Allocated Source
e.g. Building Maintenance	e.g. \$10k p.a.	\$0	TBA

Comment [m14]: Insert in the tables below the estimated Capital Costs for the project, and the ongoing estimated operational costs to Council once the project is implemented.

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Communication Plan (Project Stakeholders)

Insert:

Consultation and Engagement Plan TRIM Number:

OR

Name & Position Title	Contact Details	Relationship to Project	Method	Frequency
e.g. Phil Warner Manager Assets & Major Projects	e.g. phil.warner@byron.nsw.gov.au	e.g Program Manager	e.g. Email/Phone/Monthly team meetings/ Monthly PSR	e.g. As required

Comment [m15]: Insert here either:

- Stakeholder information for all stakeholders to the project (including the project team, project control group, Executive Team, Councillors, community. Detail how and when communication will be undertaken with each identified stakeholder; Or
- For larger/high risk projects, please complete a 'Consultation and Engagement Plan' Template: E2014/11898 and insert the TRIM reference number here.

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Project Procurement Plan

Insert:

Product or Service	Type of Purchase	Type of Procurement	Responsible Officer	Date Required	Special Requirements
e.g. Quantity Surveyor	e.g. Consulting	e.g. Quotation	e.g. Project Officer	e.g. 2 May 2017	e.g. Knowledge of local available product and supplier resources

Comment [m16]: Insert here all the procurement processes that are required to meet the project objectives and deliverables, including the type of procurement process and contract, the responsible project team member, the date the service/product is required, and any special comments relevant for the procurement process to be planned and carried out.

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Project Quality Plan

Insert

Deliverable	Criteria	Assessment/Testing	Responsible
e.g. Develop & Finalise RFT Documentation	e.g. Comprehensive detailed RFT documentation	e.g. Robust review (including legal) prior to issuing	e.g. P.Team/Legal Svcs

Comment [m17]:

Insert here the criteria by which you ensure the quality of the project outcomes. Quality criteria may be things like Building Codes, Australian Standards, Legislative requirements, product performance, OSH requirements, internal risk guidelines, professional codes; or may involve building inspections, planning approvals, software testing, audit processes, etc; and will include the performance standard for the project deliverables.

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STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 4

Project Risk Plan

Insert:

Risk Reference Number	RISK CATEGORY & DATE IDENTIFIED Governance, Contractual and Legal - O H & S - Public Liability Environment - Financial - Political, Reputation and Image	THE RISK What can happen, a description of the risk	VULNERABILITIES Potential causes	IMPACT/OUTCOME What will be the consequences if the risk event occurs	RISK OWNER Officer responsible for managing the risk	INHERENT RISK RATING - NO CONTROLS			RISK CONTROL MEASURES Actions, treatment, strategies to remove, minimise or transfer risk.	RESIDUAL RISK RATING Following implementation of risk controls			CONTROL OWNER Identify responsible officer implementing risk control measure	ACTION COMPLETE DATE Specify deadline or may be ongoing	MONITORING AND REVIEWING Identify responsible officer, including details about frequency and final review.
						Consequence	Likelihood	Current Risk Rating		Consequence	Likelihood of Consequences	Residual Risk Rating			
1	e.g. Public Liability Feb 2016	e.g. Site works on a busy intersection	e.g. Works spilling onto the road reserve	e.g. Physical injury Pedestrian and traffic disruption	e.g.BSC Compliance Site Contractor	4	3	High	e.g. Hoarding Temp fencing TMP Public Safety Plan Public awareness media campaign.	4	1	Medium	e.g. Site Contractor	e.g. During construction period	e.g. Fortnightly site meetings Random site inspections
2															
3															

Comment [m18]:

Insert here identified risks relating to the project. Identifying risks will involve thinking about what could go wrong, determining their likelihood, their probable impact on the project, and detailing ways of treating (mitigating, avoiding, or transferring) each risk.

Use Council's adopted risk matrix tool, refer E2013/32370 which is reproduced below.

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4.1 - ATTACHMENT 4

[illegible]

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Likelihood and Consequence Descriptors

			Consequence Descriptors				
			Insignificant	Minor	Moderate	Major	Catastrophic
		Governance, Contractual and Legal - Risks relating to leases, contract works, compliance with legislation and policy, public private partnerships	Isolated non-compliance or breach; minimal failure of internal controls managed by normal operations; negligible financial impact.	Contained non-compliance or breach with short term significance, some impact on normal operations and minor financial impact.	Serious breach involving statutory authority or investigation; significant failure of internal controls; prosecution possible with significant financial impact.	Major breach with fines and litigation; critical failure of internal controls; long term significance and major financial impact.	Extensive fines and litigation with possible class action; threat to viability of organisation, program or service.
		Public Liability - Risks that could lead to injury or fatality of Council workers, including registered volunteers.	Injuries or ailments not requiring medical treatment; minimal loss to organisation.	Minor injury or First Aid Treatment Case; medium loss to organisation.	Serious injury causing hospitalisation or multiple medical treatment cases; high loss to organisation.	Life threatening injury or multiple serious injuries causing hospitalisation; very high loss to organisation.	Death or multiple life threatening injuries; worst case loss to organisation.
		WH & S - Risks that could lead to injury or fatality of Council workers, including registered volunteers.	Injuries or ailments not requiring medical treatment	Minor injury or First Aid Treatment Case	Serious injury causing hospitalisation or multiple medical treatment cases	Life threatening injury or multiple serious injuries causing hospitalisation	Death or multiple life threatening injuries
		Environment - Risks relating to potential release of pollutants or damage to the natural environment.	Minimal environmental impact; isolated release only	Minor environmental impact; on-site release immediately controlled.	Significant environmental impact; on-site release contained with assistance.	Major environmental impact; release spreading off-site; contained with external assistance.	Fatalities occur; extensive release off-site; requires long term remediation.
		Financial - Risks relating to financial losses that impact on Council programs and business operations.	1% of Budget or <\$5K	2.5% of Budget or <\$50K	> 5% of Budget or <\$500K	> 10% of Budget or <\$5M	>25% of Budget or >\$5M
		Political, Reputation & Image - Risks that result in community concern or criticism and/or negative media attention.	Isolated, internal or minimal adverse attention or complaint. No impact on funding or political support.	Heightened local community concern or criticism. Possible minor impact on funding and political support at local level.	Significant public criticism with or without media attention. Significant impact on funding and/or political support at local level.	Serious public or media outcry, broad media attention. Major impact on funding and/or political support at local and state level.	Extensive public outcry; potential national media attention. Complete removal of funding source and/or political support at local, state and federal level.

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STAFF REPORTS - INFRASTRUCTURE SERVICES

4.1 - ATTACHMENT 4

			Matrix	1. Insignificant	2. Minor	3. Moderate	4. Major	5. Catastrophic
Likelihood Descriptors	Almost Certain	Is expected to occur in most circumstances	5	Medium	High	High	Extreme	Extreme
	Likely	Will probably occur	4	Medium	Medium	High	High	Extreme
	Possible	Might occur at some time in the future	3	Low	Medium	Medium	High	Extreme
	Unlikely	Could occur but doubtful	2	Low	Medium	Medium	High	High *
	Rare	May occur but only in exceptional circumstances	1	Low	Low	Medium	Medium	High *

Risk Treatment Level

Priority	Action Required
Extreme	This rating level is not acceptable Report immediately to Senior Management Consider alternate activity unless appropriate controls are implemented Develop specific Treatment/Action Plan for immediate implementation to address extreme risks Allocate actions and budget for implementation within one month Report to Senior Management on effectiveness of control
High	Develop and implement a specific treatment/Action Plan for high risks Consider alternate activity unless appropriate controls are implemented Allocate actions and budget to minimise risk; monitor implementation Report to Senior Management on effectiveness of control
Medium	Develop and implement a specific Treatment/Action Plan for medium risks Allocate actions and budget to minimise risk where existing controls deemed inadequate; monitor implementation Management to consider additional controls
Low	Accept and Monitor low-priority risks Manage via routine procedures where possible; monitor via normal internal reporting
* Priority for attention - Action Every care should be taken to act as soon as possible to implement risk control measures wherever possible or to take action to fix the problem. Extreme and High risk especially where the risk relates to people and personal injury require us to act immediately to take steps to fix the problem. The suggested timing of treatment does not mean that immediate action ought not be taken or that the timing can not be completed sooner than suggested.	

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