

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Thursday, 10 August 2017 2:01 PM  
**To:** Tracey Justice  
**Subject:** Assistance with a procurement please  
**Attachments:** 170724-CanalCharges-EngagementConsultantBrief V.4.docx

Hi Tracey

I'd love Procurement's assistance please, specifically with evaluation of quotes for Community Engagement Planning and Delivery services.

We've already received some assistance from your area concerning this - in the form of an email guiding us to the Objective folder containing the relevant evaluation templates. While a great start, I'd like to work more closely with your team on this Community Engagement services procurement, as we'll be engaging with the community on issues for which there will be no neat solution (how to pay for infrastructure that some people in the community enjoy the benefits of more than others). And because the feedback we receive is likely to be polarising – we want to be able to point to a community engagement process that is fair and rigorous (starting with the procurement of consultants).

We've invited 5 consultancies to respond. I have been advised that I can expect a response from 3 of these 5 consultancies (2 with a joint response), ie I'm expecting 2 competing responses.

We're anticipating the cost of these services will be in excess of \$100k (not sure if they'll be in excess of \$200k).

Among other things, I'd like Procurement's guidance on an evaluation process including framework / weightings - my preliminary thinking is:

- Quality of the consultation process proposed – 20%. Including how well the submission provides Council with confidence that the process they propose is valid and fair (ie how well it is supported by references to best practice, recognised international standards, prior experience etc)
- Completeness of submission – 20%. Did their submission address all requests in our brief including: panel composition and recruitment for fairness and validity, terms of reference to protect participants and the process, 3<sup>rd</sup> party review of the process, as well obviously as cost to deliver project planning, cost to deliver project delivery, time to deliver etc.
- Quality of project team – 20%. Composition and experience of the individuals comprising the project team, and who would actually be doing the work?
- Price – 20%.
- Timing – 10%. Ability to delivery in desired timeframe, including commencing pre-engagement in September 2017.
- Local – 10%. How local are they? How accessible are they?

If there is someone else in your team that I should be talking to, please let me know.

You'll also find consultant's brief attached for your reference.

Thanks!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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## **Review of Canal and Lake Special Charges – Community Engagement Brief**

### **Background**

Redland City has three estates that provide a unique opportunity for residents to live directly on canals or a lake - Raby Bay, Aquatic Paradise and Sovereign Waters.

The costs to maintain, monitor and upgrade these canals and revetment walls are currently paid for by a combination of contributions. The canal and lake-front property owners pay a special charge (which varies from estate to estate) and Redland City Council funds maintenance and repair works from its general revenue from all ratepayers.

In 2017-18, canal and lake-front property owners paid the following annual special charges as their contribution to canal and lake maintenance and revetment wall upgrades and repairs:

- \$723.60 for a standard lot at Sovereign Waters
- \$2,354.28 for a standard lot at Raby Bay Canal Estate (including lots 1 to 12 on GTP 2073)
- \$1,364.24 for a unit in a Community Title Scheme at Raby Bay Canal Estate (excluding lots 1 to 12 on GTP 2073)
- \$1,189.96 for a marina berth at Raby Bay Canal Estate
- \$2,806.28 for a standard lot at Aquatic Paradise Canal Estate
- \$2,806.28 for a marina berth at Aquatic Paradise Canal Estate

While percentages have varied over time at the direction of Council, over the past several financial years Council has contributed 20% towards costs for Raby Bay properties and 30% for Aquatic Paradise and Sovereign Waters properties (the charge per property is not calculated as a percentage of the residents' rates).

Until the current financial year, Council established an annual implementation plan that calculated the annual estimated cost for operational and capital works (maintenance and repair), which was then apportioned to canal and lake estate property owners via the levy calculation.

The costs of canal and lake activities can be split into two categories:

- 1. Maintenance of the canals and lake to ensure they can be navigated not only by waterfront residents, but by a broader group of local residents and visitors to the city, including the following activities:**

- navigation beacon renewals
- canal maintenance
- canal planning
- dredging and bed levelling, and
- monitoring.

**2. Upgrade, maintenance and monitoring of revetment walls of the properties on the canals and lake, including the following activities:**

- revetment wall upgrades
- revetment wall maintenance
- revetment wall monitoring

Note. The *Coastal Protection and Management Act 1995* requires Redland City to maintain canals such as those in Raby Bay but makes abutting landowners responsible for maintaining tidal works in a safe condition.

The *Local Government Act 2003* allowed Redland City to apply a 'special charge' for services (such as canal maintenance) whose benefits are not generally shared by the wider community.

This Act allowed Council to 'step' this rate so that canal residents who, in the Council's opinion, required more maintenance paid more and those who, in the Council's opinion, required less maintenance paid less. Consequently, Council 'stepped' this charge proportionate to canal frontage so properties with a larger frontage paid more.

**The 2011 review of special charges**

In 2010, Council resolved to review special charges for canal estates.

This review was triggered by changes to the *Land Valuation Act 2010* that required Council to base its rates on a property's 'site value' rather than its 'unimproved value'.

The CEO of Redland City Council in 2010 identified seven options that Council could pursue with respect to the way it levied its special charges for canal estates.

The CEO's preferred option was to abandon existing special charges and introduce a new series of special charges to segregate capital and maintenance activities and to more justifiably identify and levy those who benefitted from the work. In addition, a new Canals and Lake Estates category was established with a rate in the dollar set to maintain total rates and charges revenue at previous levels.

Council engaged the community about the intended changes to the special charges through:

- a voting form that was direct-mailed to each canal estate household

- on-site open houses at Raby Bay, Aquatic Paradise and Sovereign Waters, and
- an independent telephone survey.

In 2011, residents said:

- by applying a special charge Council was double dipping
- it was unfair to levy the bulk of the costs of dredging canals and cleaning the lake when most of the sediment came from upstream
- they did not see a benefit from paying the special charge - the quality of canal/lake operations was not up to scratch
- anyone can use the canals - making them public land
- they wanted to see how the canal levy was being spent, and
- the principle of applying a canal levy was unfair.

At Sovereign Waters many residents were concerned about lake fish stocks.

In more recent history, an administrative error in how Council reported on the cost and timing of works completed was uncovered, and Council subsequently decided to pay back money collected from affected residents.

This precipitated the current review of special charges.

## **The brief**

Design and plan a community engagement process that engages the entire Redlands community to work out what principles they believe should be applied to deciding how maintenance of infrastructure, canals and the lake is managed and paid for.

This needs to include how to recognise the varying levels of benefit enjoyed by different groups in the community who may or may not use the canals and the lake.

Not everyone is expected to be happy with the outcome of the engagement process, but we do want broad consensus that the process itself was fair, thorough, transparent, and genuine.

Please consider including a review of the proposed process before engagement starts by an appropriate independent, impartial third-party. Given the potentially-divisive nature of this engagement, please also consider how it might be framed to be less divisive and more relevant to the broader community.

Two potential frameworks for this engagement include positioning it as a:

- city-wide engagement on how we - a city with 220km of coastline - deliver the activities (and bear the costs) of dealing with coastal hazards, such as storm surge, and coastal erosion, or
- city-wide engagement on how we pay for infrastructure.

## Draft community engagement questions

Council has drafted the following engagement questions:

1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated, not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?
2. How should canal and lake maintenance activities such as dredging and bedlevelling be a paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?
3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

## Level of engagement

Council has agreed to engage at the 'involve' level, on the IAP2 spectrum. This means we will work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

Our commitment to the public is that we will work with them to ensure that their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.

## Stakeholders

Council has agreed to a city wide engagement process using a Citizen Advisory Board.

It is critical that composition of the Citizen Advisory Board (or groups comprising the Board) is fair - fair for those most impacted by the decisions that will be made ie. canal and lake front ratepayers, and fair to other city ratepayers – those who bear less cost, but also enjoy significantly less benefit from the canals and lake.

Please consider creating two to three facilitated groups of 15-20 participants, with each group comprising a fair mix of participants - potentially including:

- a number of randomly selected Raby Bay canal front property owners
- a number of randomly selected Aquatic Paradise canal front property owners
- a number of randomly selected Sovereign Waters lake front property owners.

The balance would be made up of a representative random sample of 'other' city ratepayers ie. including representation from various age demographics and areas, including:

- the mainland (including suburban and rural residents),
- coastal regions,
- North Stradbroke Island
- Southern Moreton Bay Islands (SMBIs), and
- a fair representation from the Indigenous community (2.3% of the total Redlands community in 2016 Census).

Note, a numerically representative sample (ie. 1,200 canal and lake front property owners / 55,000 'other' city property owners) may not be appropriate given the two groups do not share equal cost of/or benefit from, the canals and revetment walls.

Your response should include a section detailing how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

It is imperative that composition and recruitment of the Citizen Advisory Board be beyond reproach.

## **Process**

Please consider a phase of pre-engagement in which those most impacted by the decisions will be involved in finessing the questions taken to the community for engagement, and potentially also on the engagement approach.

Outline your proposed approach, noting that we anticipate these groups will need to get together (independently) on a number of occasions in a facilitated environment to get across and discuss all the relevant financial, legal, historical, engineering etc. issues. Please also consider bringing the groups together after a number of iterations for a number of combined facilitated meetings.

Council is also committed to testing the findings of the Citizen Advisory Board with the greater community including:

- other canal and lake front property owners (approx. 1,200 properties)
- other city ratepayers (approx. 55,000 properties)

Please ensure your response also addresses how any terms of reference might protect the impartiality, privacy of participants and validity of the process in this potentially divisive engagement.

Note, we also want the Citizen Advisory Board to sign off on the findings – whatever they are - so that Council can consider and rely on these in its decisions.

### **Indicative costs**

Please provide indicative costs (we understand that a firm quote would not be possible until the decision on process is finalised).

As all quote respondents may not be able to both plan and execute this Community Consultation program, please quote separately on:

1. Community engagement planning, and
2. Community engagement delivery and reporting (three phases – pre-engagement, engagement, and testing of results).

Note, any 'inform' or 'notification' activities would be delivered by Redland City Council's Communications, Engagement and Tourism officers leveraging existing media channels / relationships, so please exclude any of these costs in your proposal. Please provide a list of activities in your planning so we can confirm our ability to deliver the proposed activities.

### **Indicative timings**

Please outline indicative timings.

Note, we have committed to engage with the whole community on this issue, with activities beginning in September, and are conscious of avoiding engagement during the immediate lead up to Christmas and early January.

Please provide your response by **COB Friday the 11<sup>th</sup> of August**.



## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 18 August 2017 2:12 PM  
**To:** 'Amanda Newbery'  
**Cc:** info@articulous.com.au; Gerard Noon; Tracey Justice  
**Subject:** RE: CONFIDENTIAL - request for community engagement quote

Hi Amanda

Thank you for your response.

If we have any questions regarding your submission we will be in touch.

Kind regards

John

**From:** Amanda Newbery [\[mailto:amanda.newbery@articulous.com.au\]](mailto:amanda.newbery@articulous.com.au)  
**Sent:** Friday, 11 August 2017 5:22 PM  
**To:** John Dujmovic  
**Cc:** [info@articulous.com.au](mailto:info@articulous.com.au); Tracey Walker  
**Subject:** Re: CONFIDENTIAL - request for community engagement quote

Hi John,

Please see attached submission.

Please give me a call if you any questions or if we can provide any further information.

Kind Regards,

Amanda



**Amanda Newbery**  
**Managing Director**



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

On Wed, Aug 9, 2017 at 2:16 PM, John Dujmovic <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)> wrote:

Great Amanda! I look forward to your call.

John

**From:** Amanda Newbery [mailto:[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)]  
**Sent:** Wednesday, 9 August 2017 2:08 PM  
**To:** John Dujmovic  
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Hi John

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Thanks



**Amanda Newbery**

**Managing Director**



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



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On Fri, Jul 28, 2017 at 4:03 PM, John Dujmovic <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)> wrote:

Hi Amanda

Please find attached a brief outlining a community engagement project that we would love your response to.

I'll try to catch you early next week to chat through it.

Happy Friday!

John

**John Dujmovic**

Senior Engagement Advisor

Communication, Engagement and Tourism

Redland City Council

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Right to Information Release

## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Friday, 11 August 2017 4:03 PM  
**To:** John Dujmovic  
**Subject:** RE: Assistance with a procurement please

Hi John

Thanks for your email. Happy to provide assistance where we can.

I understand from speaking with the others in Procurement that the scope has already been sent to the consultants? Is the document you attached to your email below all that was sent to them? Or was there a full package sent – e.g conditions of quote, conditions of contract, evaluation criteria and the likes?

It may be better to have a quick meeting to discuss the project to gain a full understanding of what is required and the actions taken to date.

Kind Regards  
Tracey

---

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If there is someone else in your team that I should be talking to, please let me know.

You'll also find consultant's brief attached for your reference.

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**Sent:** Friday, 18 August 2017 2:14 PM  
**To:** Tracey Justice  
**Cc:** Gerard Noon  
**Subject:** FW: CONFIDENTIAL - request for community engagement quote  
**Attachments:** Redland Canals Proposal 110817.pdf

Hello Tracey

Please find Articulous (and Max Hardy) response attached.

Thanks for your help on this one!

John

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Kind Regards,

Amanda



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**Managing Director**



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Sch. 4 part 3 factor 3



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Right to Information Release

Pages 19 through 47 redacted for the following reasons:

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Sch. 4 part 3 factor 2

Right to Information Release

## Debra Weeks

**From:** Tracey Justice  
**Sent:** Monday, 21 August 2017 3:45 PM  
**To:** John Dujmovic  
**Cc:** Gerard Noon; Trish Thomson  
**Subject:** RE: CONFIDENTIAL - request for community engagement quote

Hi John

Thanks for sending this through for me to review. I've undertaken a review of the response received against the brief issued to the market and whilst not the subject matter expert, I'm not convinced the response meets the project brief. Whilst the response is at a high level, it doesn't seem to adequately address some of the prescriptive elements requested in the brief issued.

Some of my initial thoughts are

- the range of participants to be represented as stakeholders in the process are not adequately covered or detailed
- suggestion of a single panel made up of 40 participants but it doesn't specify what the makeup of the panel would be – e.g. various age demographics, mainland, coastal, NSI, SMB and representation from the Indigenous community
- interpretation of separation (as opposed to the intended collaboration) between canal estate residents vs broader community
- Reference to sections that don't seem to be in the response
- Clause 3.3.3 Phase three advises the deliberative report only **guides** Council's final decision
- No indicative timings provided as requested
- The Articulous fee seems to be [redacted] short on it's final price if you add the total project fee and GST the total amount should be [redacted] Sch. 4 part 3 factor 2

In addition to the above, there could be a number of hidden costs and double ups of costs:

- Section 3.2.2 Subclause 4) Citizens advisory panel – refers to 40 participants and will require access to experts to inform deliberations. Do we know if there will be a charge for this expert advice over and above the fees Articulous have listed. In the same subsection it also details the panel will require secretariat support and will receive a stipend. Who will be responsible for providing this and what are the associated costs.
- Section 4 – Deliverables – there is assumptions some works will be done by RCC
- Section 11 – Articulous Fees – Subsection 2 – there is a cost for the recruitment of the deliberative panel. There is also a cost of the recruitment of the panel (off 44 participants) in the Optional items section.
- [redacted]
- The optional items include the recruitment of the panel – is this in addition to, or instead of the fees Articulous have provided for this task
- Design, printing and postage of 10,000 invitations for the panel recruitment (if proceeding with the optional item) will be charged at cost and a quote will be provided prior to any work commencing
- Market Research optional item – has an indicative cost of [redacted] but final costs will depend on the final number of questions, geographic or other stratification requirements,

If the additional optional items and any of the other costs are to be considered as part of the project delivery, further discussion will need to be undertaken with Articulous to verify what is and isn't included in their submission (should they be successful). You may also need to consider the total value of the project.

I hope the above makes sense but happy to chat further if it's easier,

Kind Regards

**Tracey Justice | Procurement Services Unit** | Redland City Council  
**PO Box** 21 Cleveland 4163 | **Phone:** (07) 3829 8783 | **Fax:** (07) 3821 3131 | **Mob:**  
**Email:** [tracey.justice@redland.qld.gov.au](mailto:tracey.justice@redland.qld.gov.au) | **Web:** [www.redland.qld.gov.au](http://www.redland.qld.gov.au)

Sch. 4 part 3 factor 3

**Redlands: the best place to live, play and do business**

I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.

Tracey

---

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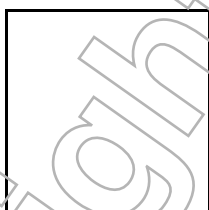
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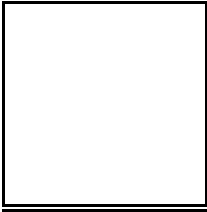
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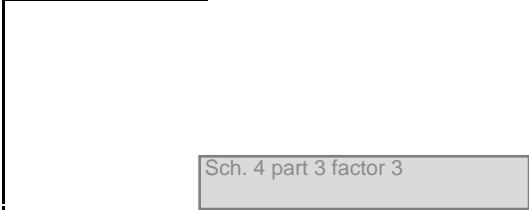


# Amanda Newbery

Managing Director



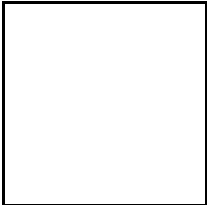
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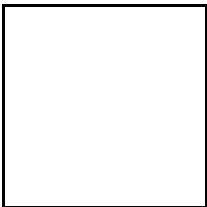
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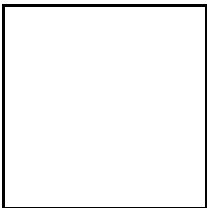
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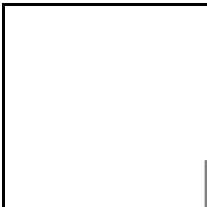
Thanks



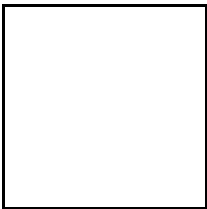
**Amanda Newbery**  
**Managing Director**



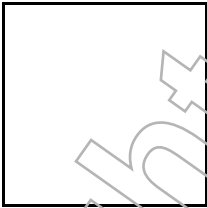
[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

On Fri, Jul 28, 2017 at 4:03 PM, John Dujmovic <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)> wrote:

Hi Amanda

Please find attached a brief outlining a community engagement project that we would love your response to.

I'll try to catch you early next week to chat through it.

Happy Friday!

John

**John Dujmovic**

Senior Engagement Advisor

Communication, Engagement and Tourism

Redland City Council

T: (07) 3829 8455

E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Tuesday, 22 August 2017 10:36 AM  
**To:** Tracey Justice  
**Subject:** RE: CONFIDENTIAL - request for community engagement quote

Hi Tracey

Thank you so much for prioritising the review of the Articulous proposal.

I agree with all the issues you list below (the only issue you identified which may actually be ok for mine is to do with the interpretation of separation – it is my understanding that the 40 participants will comprise individuals from the canal / lake estates **and** the broader city – but worth checking).

Regarding next steps, I take it we can talk to Articulous to verify what is and isn't included in their submission (should they be successful)? And this can either happen via email, or face to face (with minutes) is that correct?

Note, we'd also ask them to address items in the brief not addressed in their original response. Also, we think they are overpriced - can we ask them to sharpen their pencil?

Thanks!

John

---

**From:** Tracey Justice  
**Sent:** Monday, 21 August 2017 3:45 PM  
**To:** John Dujmovic  
**Cc:** Gerard Noon; Trish Thomson  
**Subject:** RE: CONFIDENTIAL - request for community engagement quote

Hi John

Thanks for sending this through for me to review. I've undertaken a review of the response received against the brief issued to the market and whilst not the subject matter expert, I'm not convinced the response meets the project brief. Whilst the response is at a high level, it doesn't seem to adequately address some of the prescriptive elements requested in the brief issued.

Some of my initial thoughts are

- the range of participants to be represented as stakeholders in the process are not adequately covered or detailed
- suggestion of a single panel made up of 40 participants but it doesn't specify what the makeup of the panel would be – e.g. various age demographics, mainland, coastal, NSI, SMBI and representation from the Indigenous community
- interpretation of separation (as opposed to the intended collaboration) between canal estate residents vs broader community
- Reference to sections that don't seem to be in the response
- Clause 3.3.3 Phase three advises the deliberative report only **guides** Council's final decision
- No indicative timings provided as requested
- The Articulous fee seems to be  short on it's final price if you add the total project fee and GST the total amount should be  Sch. 4 part 3 factor 2

In addition to the above, there could be a number of hidden costs and double ups of costs:

- Section 3.2.2 Subclause 4) Citizens advisory panel – refers to 40 participants and will require access to experts to inform deliberations. Do we know if there will be a charge for this expert advice over and above the fees Articulous have listed. In the same subsection it also details the panel will require secretariat support and will receive a stipend. Who will be responsible for providing this and what are the associated costs.
- Section 4 – Deliverables – there is assumptions some works will be done by RCC
- Section 11 – Articulous Fees – Subsection 2 – there is a cost for the recruitment of the deliberative panel. There is also a cost of the recruitment of the panel (off 44 participants) in the Optional items section.
- The travel and other expenses of three flights and accommodation for Max Hardy are over and above the total project costs
- The optional items include the recruitment of the panel – is this in addition to, or instead of the fees Articulous have provided for this task
- Design, printing and postage of 10,000 invitations for the panel recruitment (if proceeding with the optional item) will be charged at cost and a quote will be provided prior to any work commencing
- Market Research optional item – has an indicative cost of [Sch. 4 part 3 factor 2] but final costs will depend on the final number of questions, geographic or other stratification requirements,

If the additional optional items and any of the other costs are to be considered as part of the project delivery, further discussion will need to be undertaken with Articulous to verify what is and isn't included in their submission (should they be successful). You may also need to consider the total value of the project.

I hope the above makes sense but happy to chat further if it's easier,

Kind Regards

**Tracey Justice | Procurement Services Unit | Redland City Council**  
**PO Box** 21 Cleveland 4163 | **Phone:** (07) 3829 8783 | **Fax:** (07) 3821 3131 | **Mob:**  
**Email:** [tracey.justice@redland.qld.gov.au](mailto:tracey.justice@redland.qld.gov.au) | **Web:** [www.redland.qld.gov.au](http://www.redland.qld.gov.au)

[Sch. 4 part 3 factor 3]

**Redlands: the best place to live, play and do business**

**I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.**

Tracey

---

**From:** John Dujmovic  
**Sent:** Friday, 18 August 2017 2:14 PM  
**To:** Tracey Justice  
**Cc:** Gerard Noon  
**Subject:** FW: CONFIDENTIAL - request for community engagement quote

Hello Tracey

Please find Articulous (and Max Hardy) response attached.

Thanks for your help on this one!

John

**From:** Amanda Newbery [<mailto:amanda.newbery@articulous.com.au>]  
**Sent:** Friday, 11 August 2017 5:22 PM

To: John Dujmovic  
Cc: [info@articulous.com.au](mailto:info@articulous.com.au); Tracey Walker  
Subject: Re: CONFIDENTIAL - request for community engagement quote

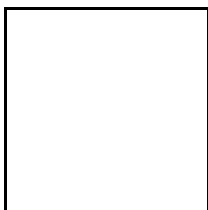
Hi John,

Please see attached submission.

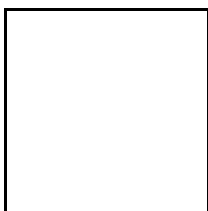
Please give me a call if you any questions or if we can provide any further information.

Kind Regards,

Amanda



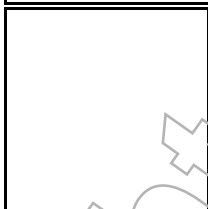
**Amanda Newbery**  
**Managing Director**



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)

Sch. 4 part 3 factor 3

[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

On Wed, Aug 9, 2017 at 2:16 PM, John Dujmovic <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)> wrote:

Great Amanda! I look forward to your call.

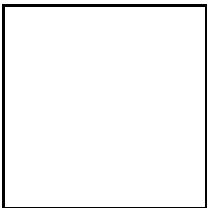
John

**From:** Amanda Newbery [mailto:[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)]  
**Sent:** Wednesday, 9 August 2017 2:08 PM  
**To:** John Dujmovic  
**Cc:** [info@articulous.com.au](mailto:info@articulous.com.au); Tracey Walker  
**Subject:** Re: CONFIDENTIAL - request for community engagement quote

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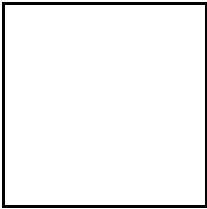


**Amanda Newbery**

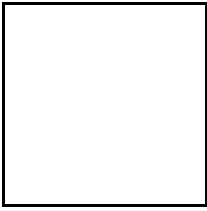
**Managing Director**



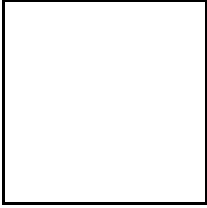
[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Tuesday, 22 August 2017 2:01 PM  
**To:** Tracey Justice  
**Cc:** Gerard Noon; Sam Keegan  
**Subject:** CE services procurement

Hi Tracey

We've met with Tracey Walker, who has given us some direction regarding how she'd like to proceed (if ok from a procurement perspective).

A. Ideally there would be a way to reengage with Engagement Plus - who didn't agree with the 'involve' level of engagement or the approach outlined in the brief, and subsequently declined to respond.

We would find out how they would advise this engagement be run, and  
We would get a written proposal from them.

We understand however from our original meeting with you that the above may not be appropriate from a procurement probity perspective.

B. In the event that we can't at this stage open dialogue with Engagement Plus, Tracey wants us to go back to Articulous (authors of the only proposal), and have them:

Address the gaps in their response (as identified in your feedback eg. provide detail concerning timing, panel composition, etc.)

Add separated-out costs included at the end of the proposal as optional items (ie. put separated-out recruitment and market research costs back into their proposal as part of total costs)

Provide detail concerning which consultants would deliver the various parts

Explain the line items in the fee table, and

Sharpen their pencils - significantly.

We guess that you will only be ok with B. above, but please do confirm.

Based on previous advice from Procurement, it is our understanding that we can proceed with B. above via either written request or minuted meeting. In your experience, which approach would help us more readily achieve the desired outcomes listed above – and in particular a much better price? And if a face-to-face meeting is the way to go, is that a meeting that Procurement should also attend?

Thanks

John

**John Dujmovic**  
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Right to Information Release



## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Wednesday, 23 August 2017 4:51 PM  
**To:** Tracey Justice  
**Subject:** RE: CE services procurement

Thanks Tracey

I'll start preparing a clarifications doco, which could be used as the basis for either an Articulous email or meeting.

I'll run it past you when I'm done.

Thanks!

John

---

**From:** Tracey Justice  
**Sent:** Wednesday, 23 August 2017 3:58 PM  
**To:** John Dujmovic  
**Cc:** Gerard Noon; Sam Keegan  
**Subject:** RE: CE services procurement

Hi John

We would need to conclude the invitation process prior to looking at any other options as they declined to bid. Given that we didn't cater for any "alternative" proposed solutions on the initial request to bid, to ask for a proposal from only Engagement plus without utilising an exception for calling quotes/tenders would not satisfy the legislative requirements.

You can ask Articulous to clarify aspects in their proposal. This can be done either in writing or as a face to face meeting with the action points being documented and agreed between both parties. Procurement can be in attendance if you wish.

On conclusion of the clarification meetings, you will also need to provide Articulous with the proposed final contract including conditions for their review/agreement if you proceed to engagement with them.

Happy to discuss further,

Kind Regards  
Tracey

---

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## Debra Weeks

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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 25 August 2017 4:09 PM  
**To:** Amanda Newbery (amanda.newbery@articulous.com.au);  
bernard.houston@articulous.com.au  
**Cc:** Tracey Walker; Tracey Justice  
**Subject:** Request for clarification  
**Attachments:** Articulous Proposal Clarification edit.doc

Happy Friday!

Please find proposal clarification doco attached (a document listing items we need some clarification on in order to evaluate your proposal).

I'll give you a call shortly to see if we can arrange a meeting early next week to work through it.

Thanks

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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**Redland**  
CITY COUNCIL

SUBMISSION CLARIFICATION	
<b>Proposal Name:</b>	<b>Redlands August 2017 Engagement on how we manage and pay for canal and revetment wall activities</b>
<b>Tender Number:</b>	NA
<b>Date:</b>	25 August 2017
<b>Response Due:</b>	<b>30 August 2017 at 5:00pm</b>
<b>Company Name:</b>	Articulous Communications
<b>RCC Contact Officer (to respond to)</b>	John Dujmovic email: john.dujmovic@redland.qld.gov.au

Thank you for your submission.

The Evaluation Team is currently evaluating the responses received for the above project. So they can progress with the evaluation of your submission, the Evaluation Team requests the following clarifications:-

### **Details of clarification request**

#### **Under 'Introduction' (p2)**

Your proposal includes a list of items that 'This proposal outlines:' but refers to two items which are not covered in your response – 'Insurances' and 'Agreement'. Is there content you wish to add?

## Under 'Proposed deliverables and key dates'

### 3. Strategic Approach

#### 3.3.1 Outline of Method (p4)

Your Outline of Method diagram shows two streams of engagement, ie:

- The first with the whole city, and
- The second with a proposed panel.

However, in 'Deliverables' (p24) you identify what appears to be a third stream ie 3 x 'Workshop with representatives of canal / lake ratepayers associations'.

Please clarify whether you propose two or three streams of engagement.

Does the text at the bottom of the 'Outline of Method' Diagram (p4) which refers to 'Meetings with community groups' represent pre-engagement activities in which the questions and proposed process are tested with canal/lake residents?

#### 3.3.2 Program components

##### 4. Citizens Advisory Panel (p5)

You propose that panellists be randomly selected. To meet the brief, please include detail around how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

Panel composition that is representative, fair (given the varying levels of benefit enjoyed by those who do and do not live on the canals / lake), and defensible is critical to community acceptance of this process.

### 11. Our fees

#### Table 2

'Travel and other expenses' suggests that Max Hardy will be present on three occasions. If this is the case, who will facilitate the other workshops, orientation meeting and meetings with key residents groups?

### General items

Your proposal does not address our request for indicative timings. Please provide indicative delivery timeline.

## Under 'Our fees'

The balance of clarification requests are to do with the Our Fees section (p23)

- a. Item 11.1 Line 1 Strategy Development  
Please clarify deliverables received for [redacted] (these deliverables don't appear to align with those listed under Deliverables listed on pages 9 and 10).
- b. Item 11.2. Line 1  
'Development of recruitment kit and script for deliberative panel for [redacted] appears to be a cost duplicated in 12.1 Panel Recruitment for \$8,000 where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
- c. Item 11.2 Line 3  
Recruitment of deliberative panel has been costed at [redacted] appears duplicated in 12.1 Panel Recruitment for [redacted] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
- d. Item 11.2 Line 5  
Create a special Bang the Table sign in portal has been costed at [redacted]  
Please revise your allowance to exclude the creation of a special sign in portal – a task which would be completed by the RCC Digital Team.
- e. In each phase you identify 'preparation for workshops with representatives of canal/lake ratepayers associations':
  - Under 11.1 Strategy Development line 3 - 'Meetings with key resident groups' – please confirm there you propose 2 meetings ie pre-engagement on 1. Questions and 2. Process?
  - Under 11.2 Canal/Lake management principles, line 10 – Workshop with representatives of canal/lake ratepayer associations including preparation
  - Under 11.3, line 3 - Workshop with representatives of canal/lake ratepayer associations including preparation
  - Under 11.4, line 2 - Workshop with representatives of canal/lake ratepayer associations including preparation

You have allowed 10.5 days (approaching 80 hours) [redacted] for what appears to be five meetings. Please confirm this is correct. Please specify how long these meetings are expected to take, how many people would be expected to attend and who the facilitator/s would be?

- f. Item 11.2 Line 11  
Please list deliverables for each of the two separated costs ie [redacted] in this line item. Does this represent the expenses for two different consultants? If so, who are they and what will they deliver in the time allowed?
- g. Item 11.2 Line 12  
Please clarify how line item 12: 'prepare and deliver first deliberative panel workshop' differs from line item 11 'Deliberative panel liaison and organisation ... including attendance. What is the difference?



Please list deliverables for two separated costs ie Sch. 4 part 3 factor 2 in this line item.

- h. Item 11.2 Line 15  
'Broad engagement on outcomes of launch activities and first deliberative workshop' – it is not clear what activities this includes, please confirm deliverables.
- i. Note, there appears to be an error in the calculation of gst in the total amount.

Local Government procurement policy requires an open tender process for projects with a total value exceeding \$200,000 (including gst).

We are hopeful that through revision of deliverables and the time allocated to each, the projected project cost can be reduced below this threshold *and* include allowances for recruitment, market research and stipends.

Please address your clarifications to the RCC Officer detailed above no later than **30 August 2017 at 5:00pm**. Ideally we can meet earlier than this to discuss.

Yours sincerely

John Dujmovic  
Senior Engagement Advisor  
**Redland City Council**

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 25 August 2017 5:13 PM  
**To:** Amanda Newbery (amanda.newbery@articulous.com.au);  
bernard.houston@articulous.com.au  
**Cc:** Tracey Walker; Tracey Justice  
**Subject:** Proposal Clarification document with revised response date  
**Attachments:** Articulous Proposal Clarification edit 2.doc

Hello Amanda and Bernard

Please find attached Proposal Clarification document with revised response date.

Thanks

John

**John Dujmovic**  
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#### 3.3.2 Program components

##### 4. Citizens Advisory Panel (p5)

You propose that panellists be randomly selected. To meet the brief, please include detail around how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

Panel composition that is representative, fair (given the varying levels of benefit enjoyed by those who do and do not live on the canals / lake), and defensible is critical to community acceptance of this process.

### 11. Our fees

#### Table 2

'Travel and other expenses' suggests that Max Hardy will be present on three occasions. If this is the case, who will facilitate the other workshops, orientation meeting and meetings with key residents groups?

### General items

Your proposal does not address our request for indicative timings. Please provide indicative delivery timeline.

## Under 'Our fees'

The balance of clarification requests are to do with the Our Fees section (p23)

- a. Item 11.1 Line 1 Strategy Development  
Please clarify deliverables received for [redacted] (these deliverables don't appear to align with those listed under Deliverables listed on pages 9 and 10).
- b. Item 11.2. Line 1  
'Development of recruitment kit and script for deliberative panel for [redacted] appears to be a cost duplicated in 12.1 Panel Recruitment for [redacted] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
- c. Item 11.2 Line 3  
Recruitment of deliberative panel has been costed at [redacted] appears duplicated in 12.1 Panel Recruitment for [redacted] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
- d. Item 11.2 Line 5  
Create a special Bang the Table sign in portal has been costed at [redacted]  
Please revise your allowance to exclude the creation of a special sign in portal – a task which would be completed by the RCC Digital Team.
- e. In each phase you identify 'preparation for workshops with representatives of canal/lake ratepayers associations':
  - Under 11.1 Strategy Development line 3 - 'Meetings with key resident groups' – please confirm there you propose 2 meetings ie pre-engagement on 1. Questions and 2. Process?
  - Under 11.2 Canal/Lake management principles, line 10 – Workshop with representatives of canal/lake ratepayer associations including preparation
  - Under 11.3, line 3 - Workshop with representatives of canal/lake ratepayer associations including preparation
  - Under 11.4, line 2 - Workshop with representatives of canal/lake ratepayer associations including preparation

You have allowed 10.5 days (approaching 80 hours) [redacted] for what appears to be five meetings. Please confirm this is correct. Please specify how long these meetings are expected to take, how many people would be expected to attend and who the facilitator/s would be?

- f. Item 11.2 Line 11  
Please list deliverables for each of the two separated costs ie. [redacted] in this line item. Does this represent the expenses for two different consultants? If so, who are they and what will they deliver in the time allowed?
- g. Item 11.2 Line 12  
Please clarify how line item 12: 'prepare and deliver first deliberative panel workshop' differs from line item 11 'Deliberative panel liaison and organisation ... including attendance. What is the difference?

Please list deliverables for two separated costs ie Sch. 4 part 3 factor 2 in this line item.

- h. Item 11.2 Line 15  
'Broad engagement on outcomes of launch activities and first deliberative workshop' – it is not clear what activities this includes, please confirm deliverables.
- i. Note, there appears to be an error in the calculation of gst in the total amount.

Local Government procurement policy requires an open tender process for projects with a total value exceeding \$200,000 (including gst).

We are hopeful that through revision of deliverables and the time allocated to each, the projected project cost can be reduced below this threshold *and* include allowances for recruitment, market research and stipends.

Please address your clarifications to the RCC Officer detailed above no later than **1 September 2017 at 5:00pm.**

Yours sincerely

John Dujmovic  
Senior Engagement Advisor  
**Redland City Council**

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 1 September 2017 1:47 PM  
**To:** Amanda Newbery (amanda.newbery@articulous.com.au);  
bernard.houston@articulous.com.au; 'Luke Myers'  
**Cc:** Tracey Walker; Tracey Justice; Gerard Noon  
**Subject:** Submission Clarification Meeting Minutes  
**Attachments:** 170801 Meeting Minutes 2.docx

Hello!

Thanks for coming across town this morning to work through the clarifications doco with us.

Please find a copy of the meeting minutes attached – and please let me know if I missed anything.

Thanks

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



1 September 2017

## Canals Engagement - Articulous Submission Clarification Meeting

Time: **10:00-11:00**

Location: **RCC**

Attendees : **Amanda Newbery, Bernard Houston, Luke Myers (Articulous), Tracey Walker, Tracey Justice, Gerard Noon, John Dujmovic**

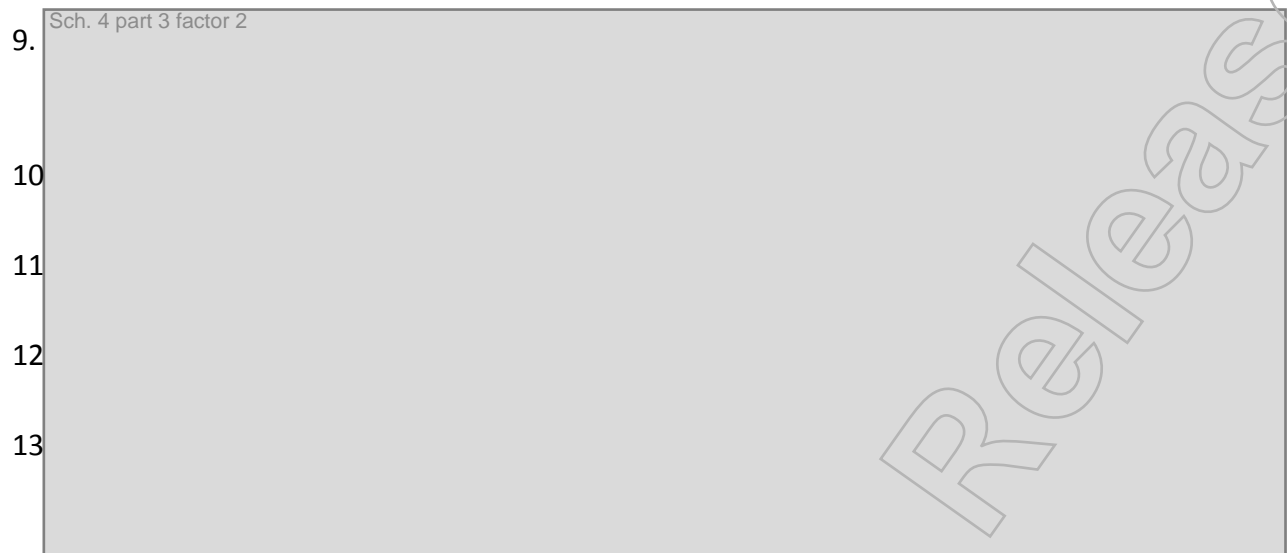
### Minutes

1. RCC provided an overview of where we were in the submission evaluation process and where to from here.
2. Articulous advised they believed it possible to bring their submission by:

Sch. 4 part 3 factor 2

- 3.
- 4.
- 5.
- 6.
- 7.
- 8.





14. Articulous agreed to respond in writing by COB Monday with a revised submission / proposal addressing everything discussed.

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Monday, 4 September 2017 4:38 PM  
**To:** Tracey Walker; Gerard Noon; Tracey Justice  
**Subject:** FW: Proposal Attached  
**Attachments:** Proposal\_RedlandCityCouncil.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello

Please find revised prop from Articulous attached.

I'm yet to check that they've responded to all the questions / issues we raised in our meeting on Friday, but thought you'd been keen to see it as soon as it was received.

Thanks

John

**From:** Amanda Newbery [<mailto:amanda.newbery@articulous.com.au>]  
**Sent:** Monday, 4 September 2017 3:51 PM  
**To:** John Dujmovic  
**Cc:** Bernard Houston  
**Subject:** Proposal Attached

Dear John,

Please see attached proposal regarding the Canal Changes project.

Please let me know if you have any questions or require any further information.  
I am in a workshop from 4pm this afternoon, however I can give you a call in the morning.

Kind Regards,

Amanda



**Amanda Newbery**  
**Managing Director**



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

Pages 79 through 103 redacted for the following reasons:

-----  
Access refused - Sch. 4 part 3 factor 2

Right to Information Release

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Monday, 4 September 2017 4:48 PM  
**To:** Tracey Walker; Gerard Noon; Tracey Justice  
**Subject:** FW: Submission Clarification Meeting Minutes  
**Attachments:** 170801 Meeting Minutes 2.docx; RCC-Canals-ProposalClarification-01092017-0530am.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello again

Please find meeting minutes and clarifications docs attached – note, the clarifications doco includes Amanda's comments.

Thanks

John

**From:** Bernard Houston [mailto:bernard.houston@articulous.com.au]  
**Sent:** Monday, 4 September 2017 4:40 PM  
**To:** John Dujmovic  
**Subject:** Fwd: Submission Clarification Meeting Minutes

Dear John,

I think by now you'll have received an updated proposal.

In addition I have forwarded you the meeting notes from the other day with Amanda's comment included.

I've also attached procurements original clarification form with some comments included for consideration.

Bye for now

----- Forwarded message -----

**From:** Amanda Newbery <[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)>  
**Date:** 2 September 2017 at 21:51  
**Subject:** Fwd: Submission Clarification Meeting Minutes  
**To:** Bernard Houston <[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)>

My only change to the minutes is this

Sch. 4 part 3 factor 2

(Just the technical words at the end were incorrect)



# Amanda Newbery

## Managing Director



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

----- Forwarded message -----

From: **John Dujmovic** <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)>

Date: Fri, Sep 1, 2017 at 1:47 PM

Subject: Submission Clarification Meeting Minutes

To: "Amanda Newbery ([amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au))" <[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)>, "[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)" <[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)>, Luke Myers



Cc: Tracey Walker <[Tracey.Walker@redland.qld.gov.au](mailto:Tracey.Walker@redland.qld.gov.au)>, Tracey Justice

<[Tracey.Justice@redland.qld.gov.au](mailto:Tracey.Justice@redland.qld.gov.au)>, Gerard Noon <[Gerard.Noon@redland.qld.gov.au](mailto:Gerard.Noon@redland.qld.gov.au)>

Hello!

Thanks for coming across town this morning to work through the clarifications doco with us.

Please find a copy of the meeting minutes attached – and please let me know if I missed anything.

Thanks

John

**John Dujmovic**

Senior Engagement Advisor

Communication, Engagement and Tourism

Redland City Council

T: (07) 3829 8455

E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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**[www.redland.qld.gov.au](http://www.redland.qld.gov.au)**



**Bernard Houston**  
**Project Manager**



[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)



Level 17, 344 Queen St, Brisbane 4000

Pages 107 through 108 redacted for the following reasons:

-----  
Copy

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**Redland**  
CITY COUNCIL

SUBMISSION CLARIFICATION	
<b>Proposal Name:</b>	<b>Redlands August 2017 Engagement on how we manage and pay for canal and revetment wall activities</b>
<b>Tender Number:</b>	NA
<b>Date:</b>	25 August 2017
<b>Response Due:</b>	<b>30 August 2017 at 5:00pm</b>
<b>Company Name:</b>	Articulous Communications
<b>RCC Contact Officer (to respond to)</b>	John Dujmovic email: john.dujmovic@redland.qld.gov.au

Thank you for your submission.

The Evaluation Team is currently evaluating the responses received for the above project. So they can progress with the evaluation of your submission, the Evaluation Team requests the following clarifications:-

**Details of clarification request**

**Under 'Introduction' (p2)**

Your proposal includes a list of items that 'This proposal outlines:' but refers to two items which are not covered in your response – 'Insurances' and 'Agreement'. Is there content you wish to add?

Sch. 4 part 3 factor 2



## Under 'Proposed deliverables and key dates'

### 3. Strategic Approach

#### 3.3.1 Outline of Method (p4)

Your Outline of Method diagram shows two streams of engagement, ie:

- The first with the whole city, and
- The second with a proposed panel.

However, in 'Deliverables' (p24) you identify what appears to be a third stream ie 3 x 'Workshop with representatives of canal / lake ratepayers associations'.

Please clarify whether you propose two or three streams of engagement.

Does the text at the bottom of the 'Outline of Method' Diagram (p4) which refers to 'Meetings with community groups' represent pre-engagement activities in which the questions and proposed process are tested with canal/lake residents?

Sch. 4 part 3 factor 2

#### 3.3.2 Program components

##### 4. Citizens Advisory Panel (p5)

You propose that panellists be randomly selected. To meet the brief, please include detail around how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

Panel composition that is representative, fair (given the varying levels of benefit enjoyed by those who do and do not live on the canals / lake), and defensible is critical to community acceptance of this process.

Sch. 4 part 3 factor 2

## 11. Our fees

Table 2

'Travel and other expenses' suggests that Max Hardy will be present on three occasions. If this is the case, who will facilitate the other workshops, orientation meeting and meetings with key residents groups?

### General items

Your proposal does not address our request for indicative timings. Please provide indicative delivery timeline.

## Under 'Our fees'

The balance of clarification requests are to do with the Our Fees section (p23)

- a. Item 11.1 Line 1 Strategy Development  
Please clarify deliverables received for [REDACTED] (these deliverables don't appear to align with those listed under Deliverables listed on pages 9 and 10).
- b. Item 11.2. Line 1  
'Development of recruitment kit and script for deliberative panel for [REDACTED] appears to be a cost duplicated in 12.1 Panel Recruitment for [REDACTED] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.

Sch. 4 part 3 factor 2

- c. Item 11.2 Line 3  
Recruitment of deliberative panel has been costed at [REDACTED] appears duplicated in 12.1 Panel Recruitment for [REDACTED] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.

- d. Item 11.2 Line 5  
Create a special Bang the Table sign in portal has been costed a [REDACTED]  
Please revise your allowance to exclude the creation of a special sign in portal – a task which would be completed by the RCC Digital Team.

- e. In each phase you identify 'preparation for workshops with representatives of canal/lake ratepayers associations':

- Under 11.1 Strategy Development line 3 - 'Meetings with key resident groups' – please confirm there you propose 2 meetings ie pre-engagement on 1. Questions and 2. Process?

- Under 11.2 Canal/Lake management principles, line 10 – Workshop with representatives of canal/lake ratepayer associations including preparation
- Under 11.3, line 3 - Workshop with representatives of canal/lake ratepayer associations including preparation
- Under 11.4, line 2 - Workshop with representatives of canal/lake ratepayer associations including preparation

You have allowed [redacted] or what appears to be five meetings. Please confirm this is correct. Please specify how long these meetings are expected to take, how many people would be expected to attend and who the facilitator/s would be?

Sch. 4 part 3 factor 2

[Redacted area for response to Sch. 4 part 3 factor 2]

f. Item 11.2 Line 11

Please list deliverables for each of the two separated costs ie [redacted] and [redacted] in this line item. Does this represent the expenses for two different consultants? If so, who are they and what will they deliver in the time allowed?

[Redacted area for response to Item 11.2 Line 11]

g. Item 11.2 Line 12

Please clarify how line item 12: 'prepare and deliver first deliberative panel workshop' differs from line item 11 'Deliberative panel liaison and organisation ... including attendance. What is the difference?

[Redacted area for response to Item 11.2 Line 12]

Please list deliverables for two separated costs ie [redacted] and [redacted] in this line item.

[Redacted area for response to deliverables for two separated costs]

h. Item 11.2 Line 15

'Broad engagement on outcomes of launch activities and first deliberative workshop' – it is not clear what activities this includes, please confirm deliverables.

Sch. 4 part 3 factor 2

i. Note, there appears to be an error in the calculation of gst in the total amount.

Local Government procurement policy requires an open tender process for projects with a total value exceeding \$200,000 (including gst).

We are hopeful that through revision of deliverables and the time allocated to each, the projected project cost can be reduced below this threshold and include allowances for recruitment, market research and stipends.

Please address your clarifications to the RCC Officer detailed above no later than **1 September 2017 at 5:00pm.**

Yours sincerely

John Dujmovic  
Senior Engagement Advisor  
**Redland City Council**

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Wednesday, 6 September 2017 9:35 AM  
**To:** Tracey Justice  
**Cc:** Tracey Walker; Gerard Noon  
**Subject:** Draft Delegated Authority Report  
**Attachments:** Delegated Authority Report.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Tracey

Please find attached the draft Delegated Authority Report, based on the template that you pointed me to.

Please let me know if any changes are required (or you think would improve the doco). I wasn't sure if the dollar value of the work triggered any changes to the table on the back page, so please edit this section if required.

And, please let me know where to from here.

Thanks!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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## DELEGATED AUTHORITY REPORT

### Community Engagement Services for the Review of Canal and Lake Special Charges

The Communication, Engagement and Tourism unit has undertaken a procurement process for the above consulting services.

The commencement date for the arrangement is 15/09/2017 for a period of approximately Seven (7) months.

There is no budget allocation in the 2016/2017 financial year for this project, but it was decided by Council in a workshop on 25/07/2017 to engage external consultants to lead this potentially contentious community consultation.

RCC invited five (5) firms to respond, and received one (1) submission from suppliers qualified to complete this type of work. No submissions were received from contractors within RCC boundaries.

The Evaluation Panel followed due process and recommends that the submitters of the Articulous and Max Hardy joint submission be appointed as the successful service providers for this specialised service.

The Evaluation Panel considers the joint submission from Articulous and Max Hardy to provide this service for the best value for money for the following reasons:-

- Quality of proposed solution - including the extent to which their guidance concerning panel composition and recruitment could be defended as valid, fair, and supported by contemporary research and best practice.
- Quality of submission - including their recognition of and response to all the prescriptive elements in our brief including:
  - Council's decision to engage at 'involve' level on the IAP2 Spectrum of Public Participation
  - Council's decision to engage city-wide
  - Council's decision to engage using a Citizen's Advisory Board
  - Council's need to ensure that composition and recruitment of the Citizen's Advisory Board be beyond reproach
  - Council's decision to pre-engage with those most impacted on both 'question' and 'process'
  - Council's request that they consider engaging a relevant, unbiased 3<sup>rd</sup> party such as the Ombudsman to review the process
  - Council's decision to commence in September 2017, and deliver outcomes by March 2018
  - Council's need for the solution to consider the following risks:
    - This will be an emotionally charged topic for some residents
    - This decision will have an economic impact on some residents
    - The canals and lake give varying levels of benefit to different community members.
- Quality and accessibility of project team – including that they:
  - Are recognised by IAP2 and others as leaders in contemporary engagement practice
  - Are experienced in the planning and delivery of complex consultations such as this
  - Have deep background knowledge of Redlands City Council, and the Redlands Community
  - Engage using a project team in which each individual, including the project lead, strategist, and facilitators are all senior, experienced operators.

RCC reduced costs by negotiating:

- On the daily rate
- On the number of days allocated for various of the deliverables
- That certain costs should be absorbed by the Articulous and Max Hardy partnership, and
- That certain deliverables could be more cost effectively done by RCC in house

These negotiations resulted in Sch. 4 part 3 factor 2 15% saving.

As Council's delegate, your approval is required to:

Accept the submission to procure Community Engagement Services for the Review of Canal and Lake Special Charges

1. Community Engagement Services for the Review of Canal and Lake Special Charges
2. commencing on 15 September 2017 for an awarded amount of:

a Sch. 4 part 3 factor 2

3. Make, vary and discharge the contract in accordance with the agreed contract terms for any changes;
4. Nominate an appropriate RCC Officer with the appropriate delegation to vary the contract in accordance with the:
  - Agreed terms and conditions;
  - Council budget; and
  - Instrument of Delegation; and
5. Advise Procurement Services of your decision and comments by return email with authorisation to allow Procurement Services Unit to use your electronic signature on all relevant documents for this process;

Amend below table as required for your process

Note: if the CEO is the Delegated Authority, the Award documents must be sent to General Counsel for review prior to being sent to the CEO. In these instances add a signature block to the table below for General Counsel to sign.

DETAILS OF DELEGATED AUTHORITY	
Decision	Choose an item.
Comments	
Signature	
Date	
Name of Responsible Officer	
Position of Responsible Officer	
Decision	Choose an item.
Comments	
Signature	
Date	
Name of Responsible Officer	
Position of Responsible Officer	
Decision	Choose an item.
Comments	
Date	
Name of Delegated Authority	
Position of Delegated Authority	



## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Thursday, 7 September 2017 7:41 PM  
**To:** John Dujmovic  
**Subject:** RE: Draft Delegated Authority Report

Hi John

Thanks for sending this thru. Before you can proceed with getting the delegated authority sign-off, you will need to confirm availability of budget and where from. We will also need to confirm that the final contract including conditions are acceptable to Articulous noting these didn't go out with the request for quote.

Happy to chat further if its easier,

Kind Regards

**Tracey Justice | Procurement Services Unit** | Redland City Council  
**PO Box** 21 Cleveland 4163 | **Phone:** (07) 3829 8783 | **Fax:** (07) 3821 3131 | **Mob:**  
**Email:** [tracey.justice@redland.qld.gov.au](mailto:tracey.justice@redland.qld.gov.au) | **Web:** [www.redland.qld.gov.au](http://www.redland.qld.gov.au)

Sch. 4 part 3 factor 3

**Redlands: the best place to live, play and do business**

I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.

---

**From:** John Dujmovic  
**Sent:** Wednesday, 6 September 2017 9:35 AM  
**To:** Tracey Justice  
**Cc:** Tracey Walker; Gerard Noon  
**Subject:** Draft Delegated Authority Report

Hi Tracey

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And, please let me know where to from here.

Thanks!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
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Right to Information Release

## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Monday, 11 September 2017 1:34 PM  
**To:** John Dujmovic  
**Subject:** RE: URGENT QUICK QUESTION

Hi John

Sorry I missed your call earlier. Yes you can if this is something we need to have happen prior to execution of the arrangement.

Our standard conditions of quotes have clauses in them that allow us to undertake shortlisting clarifications/interviews etc as part of the process but if these didn't go out as part of the request, you will need to get Articulous to confirm their agreement and whether there will be any charges (hopefully not).

Kind Regards  
Tracey

---

**From:** John Dujmovic  
**Sent:** Monday, 11 September 2017 1:08 PM  
**To:** Tracey Justice  
**Subject:** URGENT QUICK QUESTION

Hi Tracey

Can we get Articulous to present their proposal to Councillors prior to an appointment – ie like an opportunity for them to pitch their proposal?

It wouldn't typically be urgent, it's just that the Council workshop is this Wed, and we haven't asked Articulous yet.

Thanks

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 6 October 2017 1:45 PM  
**To:** Tracey Justice  
**Cc:** Tracey Walker  
**Subject:** Updated Professional Services Conditions of Contract  
**Attachments:** Conditions of Contract - Professional Services.docx

Hi Tracey

Great to catch you just now to find out where to from here.

I've made the changes to the Conditions of Contract that you marked up and attach it for you to insert the new section 16. Defects Liability Period and Defective Work.

Thanks again for your help!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
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**REDLAND CITY COUNCIL**

**PROFESSIONAL SERVICES**

**CONDITIONS OF CONTRACT**

## 1. Definitions, Interpretation and Applicable Law

In this Contract, the definitions contained in the attached letter apply together with the following definitions and rules of interpretation:

- (a) **"Claim"** means any costs, losses, damages or any liability of any kind directly or indirectly suffered or incurred by the Council or its employees, agents, contractors or sub-contractors together with any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council, its employees, agents, contractors or sub-contractors;
- (b) **"Contract Material"** means the originals and copies of materials, papers, reports, books, memoranda, accounting records, files, texts, data, computer printouts, computer data (including, but without limiting the generality thereof, financial models of all types) however recorded, stored or embodied in any document or other form of media (electronic or otherwise) and being material etc that is **either** provided by the Council to the Contractor (or any of its staff, contractors or Specified Personnel (if any)) for the provision or the performance of the Services (including each and every outcome or Deliverable) **or** created or prepared by the Contractor or any of its staff or contractors in or incidental to the provision of the Services;
- (c) **"the Contractor"** shall include all successors and assignees of the Contractor;
- (d) **"GST"** means the goods and services tax payable pursuant to the GST Laws;
- (e) **"GST Laws"** means the GST law (as defined by *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth) together with all other laws and regulations which impose or regulate the implementation and operation of GST and all laws and regulations dealing with price exploitation and excessive profit taking as a result of the transition to the new tax system.
- (f) **"Intellectual Property"** means all rights in patent, copyright, trade mark (whether registered or not), trade name, trade secret, know how, discovery, invention, secret process, design, improvement in procedure, innovation or confidential information and any right to register or claim any type of intellectual property;
- (g) **"Unliquidated Damages"** means any damages for a loss whose existence is certain, but whose worth in damages can of its nature only be estimated not calculated exactly;
- (h) The clause headings of this Contract are for convenience only and shall not in any way affect their interpretation;
- (i) A cross-reference to a clause is a reference to all of its subclauses;
- (j) words denoting the singular number include the plural and vice versa;
- (k) words denoting any gender shall include all genders and words denoting individuals shall include corporations and vice versa;
- (l) all references to "dollars" and "\$" are to Australian dollars (AUD);
- (m) If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly;
- (n) References to a "document" includes but is not limited to, any drawing, specification, material, record or any other means in which information can be stored or reproduced.
- (o) all other references as defined or described in the letter to which these conditions are attached shall have the same meaning in these terms and conditions as contained in the said letter;
- (p) A reference to legislation is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation;
- (q) this Agreement shall be governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State.

## 2. Provision of the Services

- 2.1 The Council is under no obligation (whether legal, equitable or otherwise) to pay for any variation to the Services (either through the provision of additional services or alternative services) **unless** the Contractor has obtained the written consent of the Council prior to the Contractor undertaking such variation. All such requests **must** be in writing and directed to the Council Liaison Officer.
- 2.2 In providing the Services, the Contractor:
  - (a) shall take all reasonable steps to inform itself of the Council's stated requirements in respect of the Services prior to the provision of the Services and take all reasonable steps during the term of this Contract to ensure that the Council's requirements are continuing to be understood and met by the Contractor;
  - (b) shall provide the Services with due care and skill and judgement and act professionally at all times in the performance of the Services in accordance with the highest professional standards;
  - (c) shall provide and complete the Services (including the Deliverables) in accordance with the requirements of the Documentation (including timetables (if any)) and the terms and conditions of this Contract;
  - (d) shall consult regularly with the Council Liaison Officer throughout the performance of the Services and keep the Council Liaison Officer informed as to the progress and delivery of the Services;
  - (e) shall comply with all laws, licences, industrial awards, permits and all other lawful requirements that from time to time are applicable to the proper provision of the Services by the Contractor, its staff, contractors, sub-

contractors, Specified Personnel and assignees (including, but not limited to, the *Environment Protection Act 1994* (Qld) and the *Work Health and Safety Act 2011* (Qld)); and

- (f) shall at all times keep and maintain accurate records of the time spent in the provision of the Services. Where required by the Council to verify the fees and expenses invoiced by the Contractor, the Contractor shall provide the Council with free access to such records within five (5) days of the initial request.

### 3. Variation of Services

No variation to the nature or scope of the Services (including the manner of providing the Services) ("**the Variation**") shall be binding on the Council unless approved in writing by the Council Liaison Officer prior to the variation occurring.

### 4. Title to Contract Material, Intellectual Property and Confidentiality

4.1 The Contractor acknowledges and agrees that:

- (a) title to and all Intellectual Property Rights (including copyright) to all Contract Material (including each and every stage of design and production of such Material) created by the Contractor, its staff, contractors, Specified Personnel, sub-contractors or assignees shall immediately upon creation vest in or be transferred and assigned to the Council without need for further assurance;
- (b) neither the Contractor, its staff, contractors, Specified Personnel, sub-contractors, or assignees have any Intellectual Property Rights in relation to the Contract Material nor does the provision of the Services and/or the creation, preparation or delivery of any Deliverable vest any such right in the Contractor, its staff, contractors, Specified Personnel, sub-contractors or assignees;
- (c) the Contractor shall take and do all necessary things to ensure that all such Intellectual Property Rights in the Contract Material are vested in or assigned to the Council in accordance with this clause 4; and
- (d) on the expiration or earlier termination of the Contract, the Contractor shall deliver within five (5) days all copies of the Contract Material (irrespective of the form in which such material is stored) to the Council Liaison Officer.

4.2 The Contractor shall continue to own the Intellectual Property Rights in the Contractor's Material **however**, in respect of such material, the Contractor grants to the Council a permanent, irrevocable, royalty free, licence to use, produce, adapt or exploit the Contractor's Material for Council's business and policy purposes. Notwithstanding Part VII of the *Copyright Act 1968* of the Commonwealth, publication of any Deliverable in accordance with this licence shall not affect such ownership.

4.3 The Contractor warrants that in providing the Services (including the preparation of the Deliverables), neither the Contractor, its staff, contractors, sub-contractors, Specified Personnel or assignees will actually or be likely to infringe the Intellectual Property Rights of any person.

4.4 The Contractor shall indemnify and keep indemnified the Council, its officers, employees and agents from and against any loss or liability whatsoever (including, but not limited to, legal costs and expenses on a solicitor/own client basis) arising out of or in connection with any claim that the performance of the Services (including the creation, preparation or delivery of any Deliverable) has or is infringing (either wholly or partially, directly or indirectly) the Intellectual Property Rights of any person.

4.5 The Contractor shall treat and keep as strictly confidential all Contract Material in the possession of the Contractor and shall not disclose any of the Contract Material to any person (other than the Specified Personnel and/or such other staff, contractors and sub-contractors the Contractor is utilising in order to provide the Services) without first obtaining the Council's written consent. Any such application for disclosure must be sought from the Council Liaison Officer.

4.6 The obligations of this clause shall survive the expiration or termination of this Contract until:

- (a) in relation to the provisions of clauses 4.1 to 4.5 - a period of 10 years has passed since the final provision of the Services; and
- (b) in relation to the obligation of confidentiality under clause 4.6 - until such time as the Council either releases the Contractor from its obligation of confidentiality or makes the Contract Material in question publicly available.

### 5. Fees

5.1 The Contractor shall provide the Services for the Fees as described in the Contractor's proposal and as subsequently amended (if necessary) and agreed between the parties. The agreement shall only be recognised in the form of a 'Letter of Acceptance' (includes Formal Instrument of Agreement) and or 'Order' placed by Council with the former taking precedence should both form be issued to the Contractor. The parties acknowledge and agree that:

- (a) the Contractor shall not seek to impose any additional fees for the provision or completion of the Services unless the Council seeks a Variation to those Services pursuant to clause 3; and
- (b) the Council shall be under no obligation (whether legal or equitable) to pay for such additional fees **unless** the Contractor has obtained the Council's written consent to such fees and done so prior to the Contractor providing services (or causing such services to be provided) that would otherwise incur such additional fees.

5.2 Notwithstanding any other provision of this Contract, the Council shall not be under any obligation (whether legal or equitable), to pay any invoice submitted by or on behalf of the Contractor for the provision of the Services (including Deliverables) unless the provisions of clause 6 have been met.

### 6. Invoice Procedure and Payment

6.1 No Fees shall be paid to the Contractor in respect of the provision of the Services (or part thereof) until the Council Liaison Officer has received a properly rendered invoice that complies with the requirements of clause 6.3 and the Council Liaison Officer has not exercised the provisions of clause 6.4.



- 6.2 Except where clause 6.4 applies, the Fees invoiced shall be paid **within 30 days from the date of receipt of a properly rendered invoice** by the Council.
- 6.3 An invoice will not be deemed to have been properly rendered unless it:
- (a) specifies the title of Services, contract number or purchase order number (if any), the name of the relevant business unit of Council and the name of the Council Liaison Officer;
  - (b) provides such details of the Fees sought as the Council Liaison Officer may from time to time require (which may include the attachment of receipts, the number of hours involved and the amounts of GST (if any) that are applicable to the invoiced Services (or part thereof));
  - (c) sufficient detail to enable the Council to assess progress against targets (if any); and
  - (d) where services are charged on a time basis – records the number of hours and days spent by individual persons on the Services. Such records must be verified by a competent officer of the Contractor;
- and is a valid tax invoice (as defined by the GST Laws) that also specifies the amount of GST payable in respect of the Services invoiced.
- 6.4 If at any time before the delivery of a correctly rendered invoice for Services or within 21 days of receipt by the Council Liaison Officer of a properly rendered invoice, the Council Liaison Officer provides the Contractor with written advice indicating that all or part of the Services in question have not been satisfactorily performed or provided in accordance with this Contract ("the Disputed Services"), then:
- (a) the Contractor shall promptly re-perform or re-deliver such Disputed Services until such time as the Council Liaison Officer is satisfied that they have been satisfactorily performed or provided in accordance with this Contract; and
  - (b) **Within 30 days from the date of receipt of a properly rendered invoice**, the Council shall pay the Fees for all or part of the Services that are not Disputed Services.

The Council shall only be legally required to pay the Fees for any Disputed Services if the Council Liaison Officer is satisfied that the Disputed Services have been satisfactorily re-performed or re-provided to meet the requirements of this Contract. In such a case, payment shall be **within 30 days from the date of receipt of a properly rendered invoice** of the Council Liaison Officer being satisfied with the re-performance and re-delivery of such Disputed Services. GST and other taxes

## 7. GST and other taxes

- 7.1 Where the Council is legally obliged to pay an invoice pursuant to this Contract, the Contractor shall also be entitled to claim from the Council the amount of the Contractor's GST Liability for any Services to which the invoice relates provided that GST is applicable to those Services and the invoice is a properly rendered invoice that complies with the requirements of clause 6.3.
- For the purposes of this clause, the "**Contractor's GST Liability**" means the GST the Contractor is required by the GST Laws to pay or remit in relation to the supply of the Services to the Council under this Contract.
- 7.2 Except as expressly provided by this clause:
- (a) the Contractor shall have no other claim against the Council that arises from or is in connection with any GST payable in respect of the Services;
  - (b) no other provision of this Contract shall operate to provide for any adjustment of the Fees or give rise to any other claim by the Contractor in connection with any GST payable in respect of the Services; and
  - (c) where any payment by the Council under this Contract is determined by reference to costs, expenses, liabilities or damages incurred by the Contractor, the payment shall exclude any amount for which the Contractor is entitled to claim an input tax credit under the GST Laws.
- 7.3 The Contractor acknowledges and agrees that where there are circumstances or events which, under the GST Laws, require the Council to deduct Pay As You Go withholding tax ("**PAYG**") from the Fees otherwise payable to the Contractor, then the Council shall deduct PAYG from any such Fees and shall not be liable to the Contractor its staff, contractors, sub-contractors or assignees for doing so.

## 8. Responsibility of the Contractor for its staff and contractors

- (a) The Contractor shall ensure that at all times during the term of this Contract each member of its staff, contractors or sub-contractors (including Specified Personnel) does not take any step which will lead to the Contractor being in breach of its obligations under this Contract.
- (b) At all times during the Term of this Contract, the Contractor shall remain fully responsible and liable for the provision of such Goods/Services irrespective of whether those Goods/Services are provided by the Contractor's Staff or others and shall ensure that these persons fully comply with the Contractor's obligations under this Contract.
- (c) Where the Council's Contract Authority is of the opinion that a member of the Contractor's Staff or others repeatedly or persistently fails to meet the requirements of this Contract, the Council's Contract Authority may request the removal of that person or parties from providing Goods/Services within this contract.
- (d) Where the Contractor becomes aware that a member of the Contractor's staff is a Dismissed Employee, the Contractor must notify Council's Contract Authority as soon as practicable. Upon receipt of such notification, Council's Contract Authority may request the removal of that person or parties from performing any services within this Agreement.



- (e) Upon receipt of a request pursuant to subclause (d) or (e), the Contractor shall immediately remove that person or parties at no cost to Council. The Contractor shall then replace such person with a suitably qualified person or parties at nil cost to Council either in terms of extension of time or any other additional costs or charges howsoever understood.

'Dismissed Employee' is defined as any previous employee, staff or contractor of Council who was dismissed from Council as a result of disciplinary action.

## **9. Conflict of Interest**

The Contractor warrants that, as of the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of their obligations under this Contract. If during the term of this Contract, a conflict or risk of conflict of interest arises, the Contractor undertakes to notify the Council immediately in writing of that conflict or risk.

## **10. Assignment**

10.1 The Contractor shall not assign, sub-contract or otherwise transfer any of its rights and obligations under this Contract without the prior written consent of the Council. Such consent will be subject to such terms and conditions as the Council deems appropriate to protect its interests and may include a provision similar to this clause 10.

10.2 Notwithstanding any consent given by the Council pursuant to clause 10.1, the Contractor shall remain liable and responsible for:

- (a) the work undertaken by any assignee, contractor, sub-contractor, Specified Personnel or any person engaged by (or on behalf of) the Contractor to undertake all or part of the Services; and
  - (b) the successful and timely completion of the Services;
- unless the Council expressly agrees to the contrary in its written consent.

## **11. Negation of employment, agency and partnership and indemnity**

11.1 The Contractor shall not represent itself as being an employee, agent or partner of the Council and acknowledges that there is no relationship of employment, agency or partnership between the Contractor and the Council. The Contractor acknowledges and that nothing in this Contract constitutes any relationship of employer and employee, principal or agent or partnership between the two parties or between the Council and any member of the Contractor's staff, contractors, sub-contractors, Specified Personnel or assignees.

11.2 The Contractor also acknowledges and agrees that it shall be fully liable and responsible for:

- (a) all remuneration, claims and other entitlements that may, from time to time, be claimed by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services; and
- (b) all taxation deductions required to be made in relation to payments received by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services;
- (c) the payment of the Superannuation Guarantee Levy in relation to payments received by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services; and
- (d) all workcover payments in relation to any claims made by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services;

irrespective of whether such claims or payments are directly or indirectly, wholly or partially related to the provision of the Services.

11.3 The parties agree that the Contractor shall, without making any further claim on the Council or seeking additional fees and expenses from the Council, ensure that the provision of the Services by the Contractor is covered by the Contractor's insurance arrangements (or other adequate third party insurance arrangements) in relation to all aspects of the provision of the Services.

## **12. Indemnity**

12.1 Upon demand being made by the Council, the Contractor shall fully indemnify the Council and its officers and employees:

- (a) against any Claim made by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services that they are employees (as commonly defined) of Council or "workers" of the Council under the *WorkCover Act 1996* of Queensland (as amended from time to time); and
- (b) in relation to any Claim (including loss of or damage to property or any personal injury or death of any person and including any costs and expenses that may be incurred in connection with any such Claim) where such Claim directly or indirectly arises in any manner out of:
  - (i) any negligent, wilful, unlawful or wrongful act or omission by the Contractor or any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in connection with or incidental to the performance of the Services; or
  - (ii) any breach of this Contract by the Contractor or any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors.

- 12.2 Notwithstanding clause 12.1, the Contractor's liability for any Claim arising out of any personal injury to or the death of any person or loss of or damage to property shall be reduced to the extent that such Claim is a direct result of **either** any breach by the Council of any provision of this Contract which causes delay to the Contractor performing the Services as required by this Contract **or** any negligent act or omission of the Council, its employees, agents, contractors or sub-contractors.
- 12.3 If the Contractor fails to comply with its obligations under this Contract and fails to rectify such breach as and when requested to do so by the Council in accordance with this Contract, the Council may engage another Contractor to provide the Services in question and shall be able to recover such costs of engaging the other Contractor from the Contractor. The Council shall use its best endeavours to ensure that the Services in question are carried out in the most cost effective manner and shall provide the Contractor with written documentation of the actual costs incurred by the Council. The Contractor shall pay such costs to the Council within 14 days of being requested to do so by Council.

### 13. Council Assistance

The Council shall provide the Contractor access to the Council's personnel as is reasonably required by the Contractor's personnel for the proper performance of the Services.

### 14. Termination of Contract and Suspension of Services

14.1 The Council may:

- (a) where it is of the opinion that the suspension of all or part of the provision of the Services is desirable due to any changes in the Council's need for the nature, scope or timing of the Services, suspend the scope of the Services at any time during the term of this Contract by the provision of a written notice to the Contractor specifying the extent to which the scope of the Services are to be suspended and the date from which such suspension is to take effect (a "**Suspension Notice**"); or
- (b) at any time terminate this Contract due to the Contractor:
  - (i) failing to comply with a Default Notice as required by clause 14.2;
  - (ii) having engaged in conduct or practice that is detrimental or harmful to the good name, reputation or interests of the Council, including the release or cause to release any information to any media, broadcast or publishing source;
  - (iii) entering into any form of insolvency administration or breaching clauses 2.2(e), 4 or 12; or
  - (iv) having offered or given any gratuity, bribe, bonus or discount of any sort to any member of the Redland City Council or any officer, employee or agent of the Council.

Such termination shall be effected by the Council giving the Contractor a written notice terminating this Contract and specifying the date of termination (a "**Termination Notice**").

14.2 Where the Contractor has failed to comply with the provisions of clauses 2, 4, 8, to 12 (inclusive) of these General Conditions, the Council may give the Contractor a written notice specifying the breach and requiring the Contractor to rectify the breach within the Specified Time ("**Default Notice**").

For the purposes of this clause, the "**Specified Time**" in relation to any breach of clauses 2, 4, 8, to 12 (inclusive) shall be 14 days from the date of the Default Notice (or such longer time period as specified by the Council in the Default Notice).

14.3 Upon receipt of a Termination Notice or a Suspension Notice pursuant to clause 14.1, the Contractor shall immediately:

- (a) where the Contract has been terminated – cease work in accordance with the Termination Notice; or
- (b) where the scope of work has been suspended – suspend work in accordance with the Suspension Notice;

and take all steps necessary to minimise the loss suffered by it as a result of either notice and continue to provide Services that are not affected by any such notice. Any termination or suspension of all or part of the Services shall not affect any right or entitlement which either party is entitled to claim under this Contract.

14.4 Upon the termination or suspension of Services, the Council's liability (if any) to the Contractor shall be limited to:

- (a) in relation to termination – payments for any Services (or any part) performed in accordance with the Contract before the date of termination as specified in the Termination Notice. To avoid doubt, in the event of partial termination, the Council's liability to pay for any remaining Services shall abate proportionally to the reduction in the Services as a result of the partial termination;
- (b) in relation to suspension of the Services – payments for any Services (or any part) performed in accordance with the Contract before the date of suspension as specified in the Suspension Notice; and
- (c) any reasonable costs properly incurred by the Contractor which are directly attributable to the termination of the Contract or the suspension of Services (whichever is applicable) but which shall not include loss of prospective profits;

and payments for any Services not affected by either a Termination Notice or a Suspension Notice **provided always** that the maximum amount of the Council's liability to the Contractor under this clause shall be capped at the amount of the Fees (as varied pursuant to clause 3 or abated pursuant to clause 14.4(a)). The Contractor shall **not** be entitled to loss of profits.

14.5 This Contract can be terminated by mutual written agreement of the parties.

### 15. Disputes

15.1 Where a dispute arises and, prior to the commencement of any negotiations in relation to the dispute, the parties agree:

- (a) to immediately commence to negotiate the resolution of a dispute; however
  - (b) should the negotiations fail to resolve the dispute, the Council's Contracts Services Manager shall be appointed to mediate on the dispute; however
  - (c) should the above mediation fail to reach agreement of the parties they will then submit to appointing an independent agreed third party to mediate (costs to be equally shared between the disputing parties); however
  - (d) should the mediation fail to reach agreement of the parties they will then submit to arbitration;
- then the dispute shall be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators, Australia.

15.2 Notwithstanding clause 15.1, the parties may at any time submit a dispute to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators, Australia.

15.3 Nothing in this clause 15 shall be construed as compelling the parties to seek arbitration for any dispute save and except where clauses 15.1 or 15.2 apply.

15.4 Costs for arbitration shall be determined and allocated under the direction and findings of the Arbitrator.

## **16. Defects Liability Period and Defective Work**

16.1 To be supplied.

## **17. Insurances**

17.1 At all times during the term of this Contract, the Contractor shall take out and maintain with an insurance company approved by Council the insurances as follows:

- a) Workers Compensation Insurance to the extent required by the laws of the State of Queensland;
- b) Public Liability Insurance to a value of Twenty Million Dollars (\$20M) for each and every individual claim; and
- c) Professional Indemnity to a value Ten Million Dollars (\$10M) for each and every individual claim.

17.2 Within five (5) Business Days of being requested in writing to do so, the Contractor shall produce the certificates of currency of insurance or such evidence of the currency of the insurance referred to in this clause as Council may require.

## **18. Damages**

18.1 Should the Consultant:

- a) fail to commence the works within the period as specified; or
- b) fails to carry out the works at the rate of progress as specified, or if not specified, at the rate stipulated by the RCC Contract Authority; or
- c) neglects or omits to carry out works within the Contract and or for any variations, or refuses to comply with any fair and reasonable instruction issued by the RCC Contract Authority in respect to the work; or
- d) fails to complete the whole of the works within the specified timeframe, or if not specified, within the RCC Contract Authority stipulated timeframe, or within the extended timeframe as the RCC Contract Authority may approve, then

RCC reserve the right to impose liquidated damages [LD] at the amount stated within the relevant contract, if no such LD amount is stated RCC reserve the right to apply an unliquidated damage [ULD] calculated at the actual cost loss incurred by RCC. RCC reserve the right to withhold any monies owing to the Contractor and to recover any and all damages under relevant Australian law for any and all costs incurred by RCC.

## **19. Workplace Health and Safety**

19.1 All employees, workers, agents, sub-contractors engaged by the Contractor to work on RCC's nominated sites must comply with current and relevant Workplace Health and Safety standards and legislation, Redland City Council's Workplace Health and Safety standards, including but not limited to the WH & S policies, systems and the A-Z of health and safety standards when providing services under this contract/arrangement.

## **20. Information Privacy**

21.1 Where the Contractor or its subcontractors have access to or are responsible for holding personal information, the Contractor must:

- (a) Comply with parts 1 and 3 of chapter 2 of the Information Privacy Act 2009 as if the Contractor were the Principal; and
- (b) Ensure that the Personal Information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse; and
- (c) Not use the Personal Information other than for the purpose of the Contract, unless required or authorised by law; and
- (d) Not disclose the Personal Information without the written agreement of the Principal, unless required or authorised by law; and

- (e) Not transfer the Personal Information outside Australia without the consent of the Principal; and
- (f) Ensure that its personnel do not access, use or disclose the Personal Information other than in the performance of their duties; and
- (g) Immediately notify the Principal if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law; and
- (h) Fully cooperate with the Principal, to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and
- (i) Comply with such other privacy and security requirements as the Principal reasonably advises the Contractor from time to time.

Where the Principal is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Principal may at any time require the Contractor to make its subcontractors aware of its obligations, in accordance with this Clause including, when requested by the Principal, requiring any subcontractor to promptly sign a privacy undertaking in a form approved by the Principal.

## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Sunday, 8 October 2017 10:49 AM  
**To:** John Dujmovic  
**Cc:** Tracey Walker  
**Subject:** RE: Updated Professional Services Conditions of Contract  
**Attachments:** Letter of Acceptance - Articulous.doc; Conditions of Contract - Professional Services - amended.docx

Hi John

Thanks for sending this through. I've inserted the amended clauses at 16 – see attached amended version.

I've also prepared the bare bones of the Letter of acceptance subject to some of the information being supplied – see attached for your info. I've added comments to show what is still to be completed while we await the final proposal incorporating all the negotiated and agreed changes. As soon as you receive the information, the Letter can be finalised accordingly.

Happy to discuss further,

Kind Regards

**Tracey Justice | Procurement Services Unit** | Redland City Council  
**PO Box** 21 Cleveland 4163 | **Phone:** (07) 3829 8783 | **Fax:** (07) 3821 3131 | **Mob:**  
**Email:** [tracey.justice@redland.qld.gov.au](mailto:tracey.justice@redland.qld.gov.au) | **Web:** [www.redland.qld.gov.au](http://www.redland.qld.gov.au)

Sch. 4 part 3 factor 3

**Redlands: the best place to live, play and do business**

**I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.**

---

**From:** John Dujmovic  
**Sent:** Friday, 6 October 2017 1:45 PM  
**To:** Tracey Justice  
**Cc:** Tracey Walker  
**Subject:** Updated Professional Services Conditions of Contract

Hi Tracey

Great to catch you just now to find out where to from here.

I've made the changes to the Conditions of Contract that you marked up and attach it for you to insert the new section 16. Defects Liability Period and Defective Work.

Thanks again for your help!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism

Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



*Join the crew &  
share your view*

**#luvRedlands**  
**[www.redland.qld.gov.au](http://www.redland.qld.gov.au)**

Right to Information Release



Redland City Council  
ABN 86 058 929 428  
Cnr Bloomfield & Middle Sts.  
Cleveland Qld 4163  
PO Box 21,  
Cleveland Qld 4163  
Telephone 07 3829 8999  
Facsimile 07 3829 8765  
Email [rcc@redland.qld.gov.au](mailto:rcc@redland.qld.gov.au)  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

09 October 2017

Ms Amanda Newbery  
Articulous Communication  
Level 17, 344 Queen Street  
Brisbane QLD 4000

Our Ref: TW/JD

Contact: John Dujmovic, 3829 8455

Dear Ms Newbery

**SUBJECT: LETTER OF ACCEPTANCE  
REVIEW OF CANAL AND LAKE SPECIAL CHARGES – COMMUNITY ENGAGEMENT  
BRIEF**

This letter confirms Council's acceptance of your offer dated [date] and is pleased to advise that you have been appointed to deliver the review of canal and lake special charges – community engagement brief.

Comment [TJ1]: To be inserted once revised quote received

The awarded contract sum for the above is \$[xxxx] exclusive of GST. Commencement date for this contract is [xx xxxx xxxx] and the date for completion is scheduled as [xxxx xxxx xxxx].

Comment [TJ2]: To be inserted once final \$ value is known

Comment [TJ3]: To be completed once commencement date and completion dates are known

The following documentation shall form the complete Contract and shall be read and understood in the following order of precedence should any inconsistency arise between the said documents:

- This Letter of Acceptance dated 09 October 2017;
- Specification as issued by email on 28 July 20017;
- Conditions of Contract for Professional Services as attached to this letter;
- Your revised proposed (offer)

Comment [TJ4]: May need to add other documents if further negotiation and clarifications were undertaken

In accordance with the review of canal and lake special charges – community engagement brief conditions of contract, the contractor **must maintain** all valid insurances for the duration of this contract.

The appointed **Council's Representative** for this contract is:

John Dujmovic  
Senior Advisor Community Engagement  
Redland City Council  
PO Box 21  
Cleveland QLD 4163  
Phone: (07) 3829 8455  
Email: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

Redland City Council look forward to a productive contractual relationship with your organisation and should you have any further queries please do not hesitate to contact the Council's Representative.

Yours faithfully

**SIGNED** for and on behalf of  
**REDLAND CITY COUNCIL**  
by its duly appointed Delegate

.....JOHN OBERHARDT.....  
[Print name of Delegate]

.....  
Signature of Delegate

(Insert date) (Insert month) (Insert year)  
Date

**and**  
**SIGNED** for and on behalf of  
**ARTICULOUS COMMUNICATION**  
by its duly Authorised Representative:

.....  
[Print name of Authorised Representative]

.....  
Signature of Authorised Representative

.....  
Date



**REDLAND CITY COUNCIL**

**PROFESSIONAL SERVICES**

**CONDITIONS OF CONTRACT**

## 1. Definitions, Interpretation and Applicable Law

In this Contract, the definitions contained in the attached letter apply together with the following definitions and rules of interpretation:

- (a) **"Claim"** means any costs, losses, damages or any liability of any kind directly or indirectly suffered or incurred by the Council or its employees, agents, contractors or sub-contractors together with any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council, its employees, agents, contractors or sub-contractors;
- (b) **"Contract Material"** means the originals and copies of materials, papers, reports, books, memoranda, accounting records, files, texts, data, computer printouts, computer data (including, but without limiting the generality thereof, financial models of all types) however recorded, stored or embodied in any document or other form of media (electronic or otherwise) and being material etc that is **either** provided by the Council to the Contractor (or any of its staff, contractors or Specified Personnel (if any)) for the provision or the performance of the Services (including each and every outcome or Deliverable) **or** created or prepared by the Contractor or any of its staff or contractors in or incidental to the provision of the Services;
- (c) **"the Contractor"** shall include all successors and assignees of the Contractor;
- (d) **"GST"** means the goods and services tax payable pursuant to the GST Laws;
- (e) **"GST Laws"** means the GST law (as defined by *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth) together with all other laws and regulations which impose or regulate the implementation and operation of GST and all laws and regulations dealing with price exploitation and excessive profit taking as a result of the transition to the new tax system.
- (f) **"Intellectual Property"** means all rights in patent, copyright, trade mark (whether registered or not), trade name, trade secret, know how, discovery, invention, secret process, design, improvement in procedure, innovation or confidential information and any right to register or claim any type of intellectual property;
- (g) **"Unliquidated Damages"** means any damages for a loss whose existence is certain, but whose worth in damages can of its nature only be estimated not calculated exactly;
- (h) The clause headings of this Contract are for convenience only and shall not in any way affect their interpretation;
- (i) A cross-reference to a clause is a reference to all of its subclauses;
- (j) words denoting the singular number include the plural and vice versa;
- (k) words denoting any gender shall include all genders and words denoting individuals shall include corporations and vice versa;
- (l) all references to "dollars" and "\$" are to Australian dollars (AUD);
- (m) If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly;
- (n) References to a "document" includes but is not limited to, any drawing, specification, material, record or any other means in which information can be stored or reproduced.
- (o) all other references as defined or described in the letter to which these conditions are attached shall have the same meaning in these terms and conditions as contained in the said letter;
- (p) A reference to legislation is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation;
- (q) this Agreement shall be governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State.

## 2. Provision of the Services

- 2.1 The Council is under no obligation (whether legal, equitable or otherwise) to pay for any variation to the Services (either through the provision of additional services or alternative services) **unless** the Contractor has obtained the written consent of the Council prior to the Contractor undertaking such variation. All such requests **must** be in writing and directed to the Council Liaison Officer.
- 2.2 In providing the Services, the Contractor:
  - (a) shall take all reasonable steps to inform itself of the Council's stated requirements in respect of the Services prior to the provision of the Services and take all reasonable steps during the term of this Contract to ensure that the Council's requirements are continuing to be understood and met by the Contractor;
  - (b) shall provide the Services with due care and skill and judgement and act professionally at all times in the performance of the Services in accordance with the highest professional standards;
  - (c) shall provide and complete the Services (including the Deliverables) in accordance with the requirements of the Documentation (including timetables (if any)) and the terms and conditions of this Contract;
  - (d) shall consult regularly with the Council Liaison Officer throughout the performance of the Services and keep the Council Liaison Officer informed as to the progress and delivery of the Services;
  - (e) shall comply with all laws, licences, industrial awards, permits and all other lawful requirements that from time to time are applicable to the proper provision of the Services by the Contractor, its staff, contractors, sub-

contractors, Specified Personnel and assignees (including, but not limited to, the *Environment Protection Act 1994* (Qld) and the *Work Health and Safety Act 2011* (Qld)); and

- (f) shall at all times keep and maintain accurate records of the time spent in the provision of the Services. Where required by the Council to verify the fees and expenses invoiced by the Contractor, the Contractor shall provide the Council with free access to such records within five (5) days of the initial request.

### 3. Variation of Services

No variation to the nature or scope of the Services (including the manner of providing the Services) ("**the Variation**") shall be binding on the Council unless approved in writing by the Council Liaison Officer prior to the variation occurring.

### 4. Title to Contract Material, Intellectual Property and Confidentiality

4.1 The Contractor acknowledges and agrees that:

- (a) title to and all Intellectual Property Rights (including copyright) to all Contract Material (including each and every stage of design and production of such Material) created by the Contractor, its staff, contractors, Specified Personnel, sub-contractors or assignees shall immediately upon creation vest in or be transferred and assigned to the Council without need for further assurance;
- (b) neither the Contractor, its staff, contractors, Specified Personnel, sub-contractors, or assignees have any Intellectual Property Rights in relation to the Contract Material nor does the provision of the Services and/or the creation, preparation or delivery of any Deliverable vest any such right in the Contractor, its staff, contractors, Specified Personnel, sub-contractors or assignees;
- (c) the Contractor shall take and do all necessary things to ensure that all such Intellectual Property Rights in the Contract Material are vested in or assigned to the Council in accordance with this clause 4; and
- (d) on the expiration or earlier termination of the Contract, the Contractor shall deliver within five (5) days all copies of the Contract Material (irrespective of the form in which such material is stored) to the Council Liaison Officer.

4.2 The Contractor shall continue to own the Intellectual Property Rights in the Contractor's Material **however**, in respect of such material, the Contractor grants to the Council a permanent, irrevocable, royalty free, licence to use, produce, adapt or exploit the Contractor's Material for Council's business and policy purposes. Notwithstanding Part VII of the *Copyright Act 1968* of the Commonwealth, publication of any Deliverable in accordance with this licence shall not affect such ownership.

4.3 The Contractor warrants that in providing the Services (including the preparation of the Deliverables), neither the Contractor, its staff, contractors, sub-contractors, Specified Personnel or assignees will actually or be likely to infringe the Intellectual Property Rights of any person.

4.4 The Contractor shall indemnify and keep indemnified the Council, its officers, employees and agents from and against any loss or liability whatsoever (including, but not limited to, legal costs and expenses on a solicitor/own client basis) arising out of or in connection with any claim that the performance of the Services (including the creation, preparation or delivery of any Deliverable) has or is infringing (either wholly or partially, directly or indirectly) the Intellectual Property Rights of any person.

4.5 The Contractor shall treat and keep as strictly confidential all Contract Material in the possession of the Contractor and shall not disclose any of the Contract Material to any person (other than the Specified Personnel and/or such other staff, contractors and sub-contractors the Contractor is utilising in order to provide the Services) without first obtaining the Council's written consent. Any such application for disclosure must be sought from the Council Liaison Officer.

4.6 The obligations of this clause shall survive the expiration or termination of this Contract until:

- (a) in relation to the provisions of clauses 4.1 to 4.5 - a period of 10 years has passed since the final provision of the Services; and
- (b) in relation to the obligation of confidentiality under clause 4.6 - until such time as the Council either releases the Contractor from its obligation of confidentiality or makes the Contract Material in question publicly available.

### 5. Fees

5.1 The Contractor shall provide the Services for the Fees as described in the Contractor's proposal and as subsequently amended (if necessary) and agreed between the parties. The agreement shall only be recognised in the form of a 'Letter of Acceptance' (includes Formal Instrument of Agreement) and or 'Order' placed by Council with the former taking precedence should both form be issued to the Contractor. The parties acknowledge and agree that:

- (a) the Contractor shall not seek to impose any additional fees for the provision or completion of the Services unless the Council seeks a Variation to those Services pursuant to clause 3; and
- (b) the Council shall be under no obligation (whether legal or equitable) to pay for such additional fees **unless** the Contractor has obtained the Council's written consent to such fees and done so prior to the Contractor providing services (or causing such services to be provided) that would otherwise incur such additional fees.

5.2 Notwithstanding any other provision of this Contract, the Council shall not be under any obligation (whether legal or equitable), to pay any invoice submitted by or on behalf of the Contractor for the provision of the Services (including Deliverables) unless the provisions of clause 6 have been met.

### 6. Invoice Procedure and Payment

6.1 No Fees shall be paid to the Contractor in respect of the provision of the Services (or part thereof) until the Council Liaison Officer has received a properly rendered invoice that complies with the requirements of clause 6.3 and the Council Liaison Officer has not exercised the provisions of clause 6.4.

- 6.2 Except where clause 6.4 applies, the Fees invoiced shall be paid **within 30 days from the date of receipt of a properly rendered invoice** by the Council.
- 6.3 An invoice will not be deemed to have been properly rendered unless it:
- (a) specifies the title of Services, contract number or purchase order number (if any), the name of the relevant business unit of Council and the name of the Council Liaison Officer;
  - (b) provides such details of the Fees sought as the Council Liaison Officer may from time to time require (which may include the attachment of receipts, the number of hours involved and the amounts of GST (if any) that are applicable to the invoiced Services (or part thereof));
  - (c) sufficient detail to enable the Council to assess progress against targets (if any); and
  - (d) where services are charged on a time basis – records the number of hours and days spent by individual persons on the Services. Such records must be verified by a competent officer of the Contractor;
- and is a valid tax invoice (as defined by the GST Laws) that also specifies the amount of GST payable in respect of the Services invoiced.
- 6.4 If at any time before the delivery of a correctly rendered invoice for Services or within 21 days of receipt by the Council Liaison Officer of a properly rendered invoice, the Council Liaison Officer provides the Contractor with written advice indicating that all or part of the Services in question have not been satisfactorily performed or provided in accordance with this Contract ("the Disputed Services"), then:
- (a) the Contractor shall promptly re-perform or re-deliver such Disputed Services until such time as the Council Liaison Officer is satisfied that they have been satisfactorily performed or provided in accordance with this Contract; and
  - (b) **Within 30 days from the date of receipt of a properly rendered invoice**, the Council shall pay the Fees for all or part of the Services that are not Disputed Services.

The Council shall only be legally required to pay the Fees for any Disputed Services if the Council Liaison Officer is satisfied that the Disputed Services have been satisfactorily re-performed or re-provided to meet the requirements of this Contract. In such a case, payment shall be **within 30 days from the date of receipt of a properly rendered invoice** of the Council Liaison Officer being satisfied with the re-performance and re-delivery of such Disputed Services. GST and other taxes

## 7. GST and other taxes

- 7.1 Where the Council is legally obliged to pay an invoice pursuant to this Contract, the Contractor shall also be entitled to claim from the Council the amount of the Contractor's GST Liability for any Services to which the invoice relates provided that GST is applicable to those Services and the invoice is a properly rendered invoice that complies with the requirements of clause 6.3.
- For the purposes of this clause, the "**Contractor's GST Liability**" means the GST the Contractor is required by the GST Laws to pay or remit in relation to the supply of the Services to the Council under this Contract.
- 7.2 Except as expressly provided by this clause:
- (a) the Contractor shall have no other claim against the Council that arises from or is in connection with any GST payable in respect of the Services;
  - (b) no other provision of this Contract shall operate to provide for any adjustment of the Fees or give rise to any other claim by the Contractor in connection with any GST payable in respect of the Services; and
  - (c) where any payment by the Council under this Contract is determined by reference to costs, expenses, liabilities or damages incurred by the Contractor, the payment shall exclude any amount for which the Contractor is entitled to claim an input tax credit under the GST Laws.
- 7.3 The Contractor acknowledges and agrees that where there are circumstances or events which, under the GST Laws, require the Council to deduct Pay As You Go withholding tax ("**PAYG**") from the Fees otherwise payable to the Contractor, then the Council shall deduct PAYG from any such Fees and shall not be liable to the Contractor its staff, contractors, sub-contractors or assignees for doing so.

## 8. Responsibility of the Contractor for its staff and contractors

- (a) The Contractor shall ensure that at all times during the term of this Contract each member of its staff, contractors or sub-contractors (including Specified Personnel) does not take any step which will lead to the Contractor being in breach of its obligations under this Contract.
- (b) At all times during the Term of this Contract, the Contractor shall remain fully responsible and liable for the provision of such Goods/Services irrespective of whether those Goods/Services are provided by the Contractor's Staff or others and shall ensure that these persons fully comply with the Contractor's obligations under this Contract.
- (c) Where the Council's Contract Authority is of the opinion that a member of the Contractor's Staff or others repeatedly or persistently fails to meet the requirements of this Contract, the Council's Contract Authority may request the removal of that person or parties from providing Goods/Services within this contract.
- (d) Where the Contractor becomes aware that a member of the Contractor's staff is a Dismissed Employee, the Contractor must notify Council's Contract Authority as soon as practicable. Upon receipt of such notification, Council's Contract Authority may request the removal of that person or parties from performing any services within this Agreement.

- (e) Upon receipt of a request pursuant to subclause (d) or (e), the Contractor shall immediately remove that person or parties at no cost to Council. The Contractor shall then replace such person with a suitably qualified person or parties at nil cost to Council either in terms of extension of time or any other additional costs or charges howsoever understood.

'Dismissed Employee' is defined as any previous employee, staff or contractor of Council who was dismissed from Council as a result of disciplinary action.

## **9. Conflict of Interest**

The Contractor warrants that, as of the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of their obligations under this Contract. If during the term of this Contract, a conflict or risk of conflict of interest arises, the Contractor undertakes to notify the Council immediately in writing of that conflict or risk.

## **10. Assignment**

10.1 The Contractor shall not assign, sub-contract or otherwise transfer any of its rights and obligations under this Contract without the prior written consent of the Council. Such consent will be subject to such terms and conditions as the Council deems appropriate to protect its interests and may include a provision similar to this clause 10.

10.2 Notwithstanding any consent given by the Council pursuant to clause 10.1, the Contractor shall remain liable and responsible for:

- (a) the work undertaken by any assignee, contractor, sub-contractor, Specified Personnel or any person engaged by (or on behalf of) the Contractor to undertake all or part of the Services; and
  - (b) the successful and timely completion of the Services;
- unless the Council expressly agrees to the contrary in its written consent.

## **11. Negation of employment, agency and partnership and indemnity**

11.1 The Contractor shall not represent itself as being an employee, agent or partner of the Council and acknowledges that there is no relationship of employment, agency or partnership between the Contractor and the Council. The Contractor acknowledges and that nothing in this Contract constitutes any relationship of employer and employee, principal or agent or partnership between the two parties or between the Council and any member of the Contractor's staff, contractors, sub-contractors, Specified Personnel or assignees.

11.2 The Contractor also acknowledges and agrees that it shall be fully liable and responsible for:

- (a) all remuneration, claims and other entitlements that may, from time to time, be claimed by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services; and
- (b) all taxation deductions required to be made in relation to payments received by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services;
- (c) the payment of the Superannuation Guarantee Levy in relation to payments received by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services; and
- (d) all workcover payments in relation to any claims made by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services;

irrespective of whether such claims or payments are directly or indirectly, wholly or partially related to the provision of the Services.

11.3 The parties agree that the Contractor shall, without making any further claim on the Council or seeking additional fees and expenses from the Council, ensure that the provision of the Services by the Contractor is covered by the Contractor's insurance arrangements (or other adequate third party insurance arrangements) in relation to all aspects of the provision of the Services.

## **12. Indemnity**

12.1 Upon demand being made by the Council, the Contractor shall fully indemnify the Council and its officers and employees:

- (a) against any Claim made by any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in relation to the performance of the Services that they are employees (as commonly defined) of Council or "workers" of the Council under the *WorkCover Act 1996* of Queensland (as amended from time to time); and
- (b) in relation to any Claim (including loss of or damage to property or any personal injury or death of any person and including any costs and expenses that may be incurred in connection with any such Claim) where such Claim directly or indirectly arises in any manner out of:
  - (i) any negligent, wilful, unlawful or wrongful act or omission by the Contractor or any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors in connection with or incidental to the performance of the Services; or
  - (ii) any breach of this Contract by the Contractor or any of the Contractor's officers, employees, agents, Specified Personnel or its authorised sub-contractors.

- 12.2 Notwithstanding clause 12.1, the Contractor's liability for any Claim arising out of any personal injury to or the death of any person or loss of or damage to property shall be reduced to the extent that such Claim is a direct result of **either** any breach by the Council of any provision of this Contract which causes delay to the Contractor performing the Services as required by this Contract **or** any negligent act or omission of the Council, its employees, agents, contractors or sub-contractors.
- 12.3 If the Contractor fails to comply with its obligations under this Contract and fails to rectify such breach as and when requested to do so by the Council in accordance with this Contract, the Council may engage another Contractor to provide the Services in question and shall be able to recover such costs of engaging the other Contractor from the Contractor. The Council shall use its best endeavours to ensure that the Services in question are carried out in the most cost effective manner and shall provide the Contractor with written documentation of the actual costs incurred by the Council. The Contractor shall pay such costs to the Council within 14 days of being requested to do so by Council.

### 13. Council Assistance

The Council shall provide the Contractor access to the Council's personnel as is reasonably required by the Contractor's personnel for the proper performance of the Services.

### 14. Termination of Contract and Suspension of Services

14.1 The Council may:

- (a) where it is of the opinion that the suspension of all or part of the provision of the Services is desirable due to any changes in the Council's need for the nature, scope or timing of the Services, suspend the scope of the Services at any time during the term of this Contract by the provision of a written notice to the Contractor specifying the extent to which the scope of the Services are to be suspended and the date from which such suspension is to take effect (a "**Suspension Notice**"); or
- (b) at any time terminate this Contract due to the Contractor:
  - (i) failing to comply with a Default Notice as required by clause 14.2;
  - (ii) having engaged in conduct or practice that is detrimental or harmful to the good name, reputation or interests of the Council, including the release or cause to release any information to any media, broadcast or publishing source;
  - (iii) entering into any form of insolvency administration or breaching clauses 2.2(e), 4 or 12; or
  - (iv) having offered or given any gratuity, bribe, bonus or discount of any sort to any member of the Redland City Council or any officer, employee or agent of the Council.

Such termination shall be effected by the Council giving the Contractor a written notice terminating this Contract and specifying the date of termination (a "**Termination Notice**").

14.2 Where the Contractor has failed to comply with the provisions of clauses 2, 4, 8, to 12 (inclusive) of these General Conditions, the Council may give the Contractor a written notice specifying the breach and requiring the Contractor to rectify the breach within the Specified Time ("**Default Notice**").

For the purposes of this clause, the "**Specified Time**" in relation to any breach of clauses 2, 4, 8, to 12 (inclusive) shall be 14 days from the date of the Default Notice (or such longer time period as specified by the Council in the Default Notice).

14.3 Upon receipt of a Termination Notice or a Suspension Notice pursuant to clause 14.1, the Contractor shall immediately:

- (a) where the Contract has been terminated – cease work in accordance with the Termination Notice; or
- (b) where the scope of work has been suspended – suspend work in accordance with the Suspension Notice;

and take all steps necessary to minimise the loss suffered by it as a result of either notice and continue to provide Services that are not affected by any such notice. Any termination or suspension of all or part of the Services shall not affect any right or entitlement which either party is entitled to claim under this Contract.

14.4 Upon the termination or suspension of Services, the Council's liability (if any) to the Contractor shall be limited to:

- (a) in relation to termination – payments for any Services (or any part) performed in accordance with the Contract before the date of termination as specified in the Termination Notice. To avoid doubt, in the event of partial termination, the Council's liability to pay for any remaining Services shall abate proportionally to the reduction in the Services as a result of the partial termination;
- (b) in relation to suspension of the Services – payments for any Services (or any part) performed in accordance with the Contract before the date of suspension as specified in the Suspension Notice; and
- (c) any reasonable costs properly incurred by the Contractor which are directly attributable to the termination of the Contract or the suspension of Services (whichever is applicable) but which shall not include loss of prospective profits;

and payments for any Services not affected by either a Termination Notice or a Suspension Notice **provided always** that the maximum amount of the Council's liability to the Contractor under this clause shall be capped at the amount of the Fees (as varied pursuant to clause 3 or abated pursuant to clause 14.4(a)). The Contractor shall **not** be entitled to loss of profits.

14.5 This Contract can be terminated by mutual written agreement of the parties.

### 15. Disputes

15.1 Where a dispute arises and, prior to the commencement of any negotiations in relation to the dispute, the parties agree:

- (a) to immediately commence to negotiate the resolution of a dispute; however
  - (b) should the negotiations fail to resolve the dispute, the Council's Contracts Services Manager shall be appointed to mediate on the dispute; however
  - (c) should the above mediation fail to reach agreement of the parties they will then submit to appointing an independent agreed third party to mediate (costs to be equally shared between the disputing parties); however
  - (d) should the mediation fail to reach agreement of the parties they will then submit to arbitration;
- then the dispute shall be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators, Australia.

15.2 Notwithstanding clause 15.1, the parties may at any time submit a dispute to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators, Australia.

15.3 Nothing in this clause 15 shall be construed as compelling the parties to seek arbitration for any dispute save and except where clauses 15.1 or 15.2 apply.

15.4 Costs for arbitration shall be determined and allocated under the direction and findings of the Arbitrator.

## **16. Defects Liability Period and Defective Work**

16.1 Should at any time whether before completion of the works it be identified by Council of any error, faults, lacking in detail and or quality or other as provided within the Services by the Contractor, the Contractor agrees to remedy any defective work at their own expense. The Contractor shall commence any said rectification work within 14 days of being notified in writing by Council.

16.2 If the rectification work is not commenced or completed by the Contractor by the stated dates Council may have the rectification work carried out by others and recover the reasonable cost of doing so as a debt due from the Contractor.

16.3 Should the Contractor fail to respond in accordance with clause 16.3 Council reserves the right at its sole and absolute discretion to recover in an appropriate legal manner any unliquidated costs or other damages incurred by Council due to the error, fault, detail, quality or other as provided within the Services by the Contractor.

16.4 Nothing in this clause shall prejudice any other right which Council may have against the Contractor arising out of the failure of the Contractor to provide the Works in accordance with the Contract.

## **17. Insurances**

17.1 At all times during the term of this Contract, the Contractor shall take out and maintain with an insurance company approved by Council the insurances as follows:

- a) Workers Compensation Insurance to the extent required by the laws of the State of Queensland;
- b) Public Liability Insurance to a value of Twenty Million Dollars (\$20M) for each and every individual claim; and
- c) Professional Indemnity to a value Ten Million Dollars (\$10M) for each and every individual claim.

17.2 Within five (5) Business Days of being requested in writing to do so, the Contractor shall produce the certificates of currency of insurance or such evidence of the currency of the insurance referred to in this clause as Council may require.

## **18. Damages**

18.1 Should the Consultant:

- a) fail to commence the works within the period as specified; or
- b) fails to carry out the works at the rate of progress as specified, or if not specified, at the rate stipulated by the RCC Contract Authority; or
- c) neglects or omits to carry out works within the Contract and or for any variations, or refuses to comply with any fair and reasonable instruction issued by the RCC Contract Authority in respect to the work; or
- d) fails to complete the whole of the works within the specified timeframe, or if not specified, within the RCC Contract Authority stipulated timeframe, or within the extended timeframe as the RCC Contract Authority may approve, then

RCC reserve the right to impose liquidated damages [LD] at the amount stated within the relevant contract, if no such LD amount is stated RCC reserve the right to apply an unliquidated damage [ULD] calculated at the actual cost loss incurred by RCC. RCC reserve the right to with hold any monies owing to the Contractor and to recover any and all damages under relevant Australian law for any and all costs incurred by RCC.

## **19. Workplace Health and Safety**

19.1 All employees, workers, agents, sub-contractors engaged by the Contractor to work on RCC's nominated sites must comply with current and relevant Workplace Health and Safety standards and legislation, Redland City Council's Workplace Health and Safety standards, including but not limited to the WH & S policies, systems and the A-Z of health and safety standards when providing services under this contract/arrangement.

## 20. Information Privacy

21.1 Where the Contractor or its subcontractors have access to or are responsible for holding personal information the Contractor must:

- (a) Comply with parts 1 and 3 of chapter 2 of the Information Privacy Act 2009 as if the Contractor were the Principal; and
- (b) Ensure that the Personal Information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse; and
- (c) Not use the Personal Information other than for the purpose of the Contract, unless required or authorised by law; and
- (d) Not disclose the Personal Information without the written agreement of the Principal, unless required or authorised by law; and
- (e) Not transfer the Personal Information outside Australia without the consent of the Principal; and
- (f) Ensure that its personnel do not access, use or disclose the Personal Information other than in the performance of their duties; and
- (g) Immediately notify the Principal if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law; and
- (h) Fully cooperate with the Principal, to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and
- (i) Comply with such other privacy and security requirements as the Principal reasonably advises the Contractor from time to time.

Where the Principal is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Principal may at any time require the Contractor to make its subcontractors aware of its obligations, in accordance with this Clause including, when requested by the Principal, requiring any subcontractor to promptly sign a privacy undertaking in a form approved by the Principal.



## Debra Weeks

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**From:** John Dujmovic  
**Sent:** Monday, 16 October 2017 9:38 AM  
**To:** Amanda Newbery (amanda.newbery@articulous.com.au)  
**Cc:** Tracey Walker; Tracey Justice; bernard.houston@articulous.com.au  
**Subject:** Letter of Acceptance  
**Attachments:** Letter of Acceptance.pdf

Happy Monday Amanda

Please find signed letter of acceptance attached - please sign, scan and return via email.

If you recall, we were working towards delivering consultation "outcomes by March, 2018". To inform the 18/19 budget planning process, we've been advised that consultation outcomes are required by the start of March, and consequently the attached Letter of Acceptance specifies a scheduled completion date of 28 February, 2018.

I'll give you a call shortly to discuss getting this going in earnest.

Thanks, and congrats!

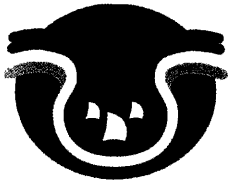
John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



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**Redland**  
CITY COUNCIL

Redland City Council  
ABN 86 058 929 428  
Cnr Bloomfield & Middle Sts.  
Cleveland Qld 4163  
PO Box 21,  
Cleveland Qld 4163  
Telephone 07 3829 8999  
Facsimile 07 3829 8765  
Email [rcc@redland.qld.gov.au](mailto:rcc@redland.qld.gov.au)  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

13 October 2017

Ms Amanda Newbery  
Articulous Communication  
Level 17, 344 Queen Street  
Brisbane QLD 4000

Our Ref TW/JD  
Contact John Dujmovic, 3829 8455

Dear Ms Newbery

**SUBJECT: LETTER OF ACCEPTANCE  
REVIEW OF CANAL AND LAKE SPECIAL CHARGES – COMMUNITY ENGAGEMENT  
BRIEF**

This letter confirms Council's acceptance of your offer dated October 2107 and received via email on the 12<sup>th</sup> of October, and is pleased to advise that you have been appointed to deliver the review of canal and lake special charges – community engagement brief.

The awarded contract sum for the above Sch. 4 part 3 factor 2 Commencement date for this contract is 13<sup>th</sup> of October and the date for completion is scheduled as 28 February 2018.

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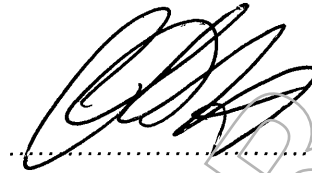
John Dujmovic  
Senior Advisor Community Engagement  
Redland City Council  
PO Box 21  
Cleveland QLD 4163  
Phone: (07) 3829 8455  
Email: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

Redland City Council look forward to a productive contractual relationship with your organisation and should you have any further queries please do not hesitate to contact the Council's Representative.

Yours faithfully

**SIGNED** for and on behalf of  
**REDLAND CITY COUNCIL**  
by its duly appointed Delegate

JOHN OBERHARDT .....



.....  
Signature of Delegate

.....  
Date

**and**  
**SIGNED** for and on behalf of  
**ARTICULOUS COMMUNICATION**  
by its duly Authorised Representative:

.....  
[Print name of Authorised Representative]

.....  
Signature of Authorised Representative

.....  
Date

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Tuesday, 24 October 2017 5:03 PM  
**To:** Tracey Justice  
**Cc:** Tracey Walker  
**Subject:** FW: Signed Letter of Acceptance & Services Agreement  
**Attachments:** Letter of Acceptance\_Signed.pdf; RedlandCityCouncil\_October2017.pdf

Hi Tracey

Please find attached final prop and signed letter of acceptance from Articulous.

Thanks for your help in the procurement process!

John

**From:** Articulous Accounts [\[mailto:accounts@articulous.com.au\]](mailto:accounts@articulous.com.au)  
**Sent:** Tuesday, 24 October 2017 2:12 PM  
**To:** John Dujmovic  
**Cc:** Bernard Houston  
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Also attached is our services agreement, could you please sign and return. We also require a PO# for this project, could you please arrange for this number to be included in the returned services agreement.

Please let me know if you have any questions.

Kind Regards,

Sam



## Accounts Team



[accounts@articulous.com.au](mailto:accounts@articulous.com.au)



[articulous.com.au](http://articulous.com.au)



123 Charlotte Street, Brisbane 4000



**Redland**  
CITY COUNCIL

Redland City Council  
ABN 86 058 929 428  
Cnr Bloomfield & Middle Sts.  
Cleveland Qld 4163  
PO Box 21,  
Cleveland Qld 4163  
Telephone 07 3829 8999  
Facsimile 07 3829 8765  
Email [rcc@redland.qld.gov.au](mailto:rcc@redland.qld.gov.au)  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

13 October 2017

Ms Amanda Newbery  
Articulous Communication  
Level 17, 344 Queen Street  
Brisbane QLD 4000

Our Ref TW/JD  
Contact John Dujmovic, 3829 8455

Dear Ms Newbery

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REVIEW OF CANAL AND LAKE SPECIAL CHARGES – COMMUNITY ENGAGEMENT  
BRIEF**

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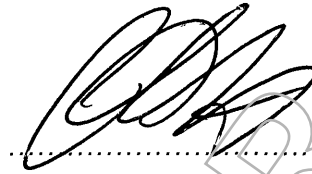
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by its duly appointed Delegate

JOHN OBERHARDT .....



Signature of Delegate


Date

**and**  
**SIGNED** for and on behalf of  
**ARTICULOUS COMMUNICATION**  
by its duly Authorised Representative:

.....AMANDA NEWBERY.....

[Print name of Authorised Representative]

Sch. 4 part 3 factor 3



Signature of Authorised Representative

24/10/2017

Date

Pages 148 through 153 redacted for the following reasons:

-----  
Access refused - Sch. 4 part 3 factor 2

Right to Information Release

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Wednesday, 25 October 2017 1:01 PM  
**To:** Tracey Justice  
**Cc:** Carolyn Crabb  
**Subject:** RE: Signed Letter of Acceptance & Services Agreement

Hi Tracey

Please see below:

Irrelevant Information

Will Purchasing raise the PO, or do we do that?

Thanks!

John

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**Sent:** Tuesday, 24 October 2017 5:55 PM  
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Hi John

Thanks – can you provide your task and natural account number too.

Cheers  
Tracey

---

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Hi Tracey

The budget code for the Canals Community Engagement is

Thanks!

John

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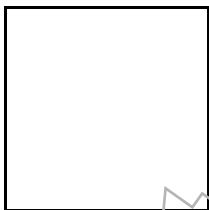
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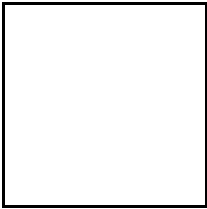
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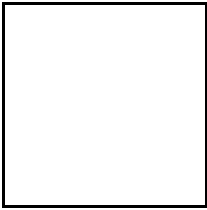
Sam



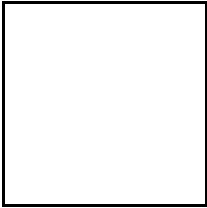
**Accounts Team**



[accounts@articulous.com.au](mailto:accounts@articulous.com.au)



[articulous.com.au](http://articulous.com.au)



123 Charlotte Street, Brisbane 4000

Right to Information Release

## Debra Weeks

---

**From:** Mary McDougall  
**Sent:** Friday, 27 October 2017 7:14 PM  
**To:** 'amanda.newbery@articulous.com.au'  
**Cc:** John Dujmovic; Tracey Justice  
**Subject:** Purchase Order  
**Attachments:** 0F1\_PUPRTG01-11.09.pdf

Please find attached our order



# Redland City Council

P.O.BOX 21

CLEVELAND, Q, 4163

Telephone: (07) 3829 8999

ABN: 86 058 929 428

DPI Fire Ant Licence No : 2084

## PURCHASE ORDER

Number:

Irrelevant Information

Date Issued:

27/10/2017

Page:

1 of 1

### All Enquiries Contact

Purchasing Officer **MARY**

Contact Name: **John Dujmovic**

Telephone: 38298455

Facsimile: 0

**Invoices can be submitted electronically to [accountspayable@redland.qld.gov.au](mailto:accountspayable@redland.qld.gov.au) - Quoting Order Number and Contact Name**

**REDLAND CITY COUNCIL SUPPLIERS MUST HAVE AND QUOTE DPI FIRE ANT APPROVAL NUMBER**

Articulous Communications Pty Ltd  
LEVEL 17  
344 QUEEN STREET  
BRISBANE QLD 4000  
Australia

Notice to Supplier
<b>Required Delivery Date:</b> 28/2/2018

Delivery Address
PQ Box 21 Cleveland QLD 4163

Supplier Nbr: 15418.01

Supplier Fax: '

Supplier E-mail: [amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)

Contract Number NA

Supplier Product No	RCC Product	Description	Quantity	Delivery Date	Excl. Unit Price	Exc. Amount	GST	Inclusive Amount
		Review of Canal and Lake Special Charges - Review of Canal and Lake Special Charges - Community Engagement Brief	0.00 ONLY	28/02/2018	0.00	Sch. 4 part 3 factor 2		

Andrew Ross  
General Counsel  
on behalf of Redland City Council - CEO

**Total Order Amount :**

By fulfilling this order you the Supplier have accepted the Council's purchasing terms and conditions available at [https://www.redland.qld.gov.au/download/downloads/id/929/purchase\\_order\\_terms\\_conditions.pdf](https://www.redland.qld.gov.au/download/downloads/id/929/purchase_order_terms_conditions.pdf).  
Suppliers are subject to high ethical standards to conduct themselves in the public interest and to report any acts of fraud or maladministration to 3829 8999."

## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Friday, 27 October 2017 11:38 AM  
**To:** John Dujmovic  
**Cc:** Carolyn Crabb  
**Subject:** RE: Signed Letter of Acceptance & Services Agreement

Hi John

Thanks for sending this through.

As the contract is over the \$15K threshold, it has been entered into the Contracts Management System (CMS) in F1. Due to licence restrictions at present, I've raised the requisition (Purchase order) for you and it's now working its way through the approval process. You will receive a copy of the P/Order once it has been approved and released – a copy will also be sent to Articulous.

As this contract is in the CMS, please note any variations and receipting to this contract will need to be done through the contract record so if these could be sent to the Procurement Team by email ([procurementtenders@redland.qld.gov.au](mailto:procurementtenders@redland.qld.gov.au)) we can action this on your behalf.

If you've got any questions please don't hesitate to give me a call.

Kind Regards  
Tracey

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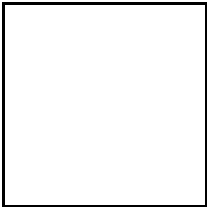
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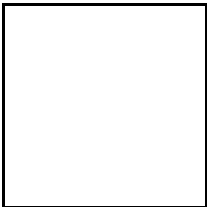
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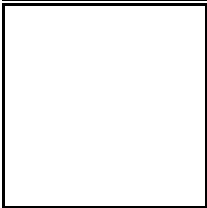
Sam



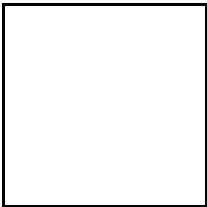
**Accounts Team**



[accounts@articulous.com.au](mailto:accounts@articulous.com.au)



[articulous.com.au](http://articulous.com.au)



123 Charlotte Street, Brisbane 4000

## Debra Weeks

---

**Subject:** Proposal Clarification Meeting  
**Location:** RCC Offices - Macleay Room

**Start:** Fri 1/09/2017 10:00 AM  
**End:** Fri 1/09/2017 11:00 AM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** John Dujmovic

**Required Attendees:** Tracey Walker; Amanda Newbery (amanda.newbery@articulous.com.au);  
bernard.houston@articulous.com.au

**Optional Attendees:** Tracey Justice





Redland City Council  
ABN 86 056 929 428  
Cnr Bloomfield & Middle Sts,  
Cleveland Qld 4163  
PO Box 21,  
Cleveland Qld 4163  
Telephone 07 3829 8999  
Facsimile 07 3829 8765  
Email [ccc@redland.qld.gov.au](mailto:ccc@redland.qld.gov.au)  
[www.redland.qld.gov.au](http://www.redland.qld.gov.au)

13 October 2017

Ms Amanda Newbery  
Articulous Communication  
Level 17, 344 Queen Street  
Brisbane QLD 4000

Our Ref: TW/JD  
Contact: John Dujmovic, 3829 8455

Dear Ms Newbery

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Redland City Council  
PO Box 21  
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Redland City Council look forward to a productive contractual relationship with your organisation and should you have any further queries please do not hesitate to contact the Council's Representative.

Yours faithfully

**SIGNED** for and on behalf of  
**REDLAND CITY COUNCIL**  
by its duly appointed Delegate

JOHN OBERHARDT.....

.....  
Signature of Delegate

Date

**and**  
**SIGNED** for and on behalf of  
**ARTICULOUS COMMUNICATION**  
by its duly Authorised Representative:

.....  
[Print name of Authorised Representative]

.....  
Signature of Authorised Representative

.....  
Date

Pages 1 through 8 redacted for the following reasons:

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Copy

Right to Information Release

## Debra Weeks

---

**From:** Sam Keegan  
**Sent:** Monday, 11 September 2017 9:36 AM  
**To:** Tracey Walker  
**Cc:** John Dujmovic  
**Subject:** Canal CE Consultants

Hi Tracey

We invited Engagement Plus, and Articulous – Queensland's leading specialist Community Engagement consultants to respond to our brief.

To provide Council with confidence in the procurement process and ultimate deliverables we also invited Australia's leading specialist Community Engagement consultants to respond to our brief, including newDemocracy, Twyfords, and Max Hardy. Note Articulous, is also considered one of Australia's leading CE consultancies.

Max Hardy and Articulous surprised us by providing a joint response. So, 2 from 5 responded – in a joint response.

newDemocracy said they would be excited to work with us on this project but would not respond formally with a written submission saying 'their services are typically exempt from LG procurement processes'. Our procurement processes would not allow us to progress under this arrangement ie how could we assess their ability to meet our needs and at what cost?

Twyfords also thought it an interesting problem, but advised that they would not respond given internal capacity constraints, and their current focus on 'capacity building'.

Engagement Plus also thought it an interesting problem, but did not respond with a written submission because they didn't agree with our brief (they didn't agree with our selection of a Citizen Advisory Panel for an Involve level engagement). Note, none of the other leading specialist consultancies, even those considered to be at the cutting edge on the national stage, suggested this.

Procurement processes require that we invite 3 firms to respond, we invited 5.

Thanks

John

**Samantha Keegan**  
Community Engagement  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8978  
E: [sam.keegan@redland.qld.gov.au](mailto:sam.keegan@redland.qld.gov.au)

**Redlands: the best place to live, play and do business**

I acknowledge the traditional custodians on the lands and seas where I work. I pay my respects to Elders, past, present and future.

## Debra Weeks

---

**From:** Tracey Walker  
**Sent:** Monday, 11 September 2017 5:58 PM  
**To:** John Oberhardt  
**Cc:** John Dujmovic; Tina Robinson; Fiona McCandless; Allan McNeil; Cr Wendy Boglary  
**Subject:** Canal community engagement briefing note for Councillors  
**Attachments:** Briefing Note - Canals Community Consultation V2.docx; Proposal\_RedlandCityCouncil.pdf

Hi John

At my meeting today with Acting Mayor and Allan McNeil a briefing note to Councillors on the canals was discussed.

The briefing note would assist Councillors, particularly those who cannot be at the workshop, to make a decision on the engagement.

Pls see attached for your consideration the briefing note to Councillors.

Thanks Tracey

Tracey Walker  
Group Manager – Communication, Engagement and Tourism  
Redland City Council  
Ph: 3829 8756 Mob: Sch. 4 part 3 factor 3

**Redlands: the best place to live, play and do business**

I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.

# briefing note

**To:** Councillors

**Date:** Monday, 11 September 2017

**From:** Tracey Walker, Group Manager CET

**Subject:** Community Consultation on the Canal Activities and Costs

## CONFIDENTIAL

---

### SUMMARY

The following confidential briefing note sets out the recommended community consultation approach (and costs) for city wide engagement on canal and lake activities and costs.

### BACKGROUND

#### KEY DRIVERS

1. Council has publically committed to city-wide consultation

In letters to canal and lake property owners Council committed to city-wide engagement on how we pay for canal and lake activities and costs. We committed to consultation commencing in September 2017.

2. Councillors agreed to consult on canal and lake costs (Council resolution 26 June 2017 – Special Meeting)

*Consultation will be held with the wider Redlands community during 2017-2018 about the best way to manage the activities and that conversation will guide future decisions about funding contributions.*

3. Councillors put parameters on how this engagement should be conducted (25 July 2017 – Councillor Workshop)

To help ensure impartiality (and mitigate risks), in Councillor workshop on 25 July 2017, Council decided to:

- Engage city-wide
- Engage at the 'involve' level on the IAP2 Spectrum of Public Participation
- Engage using a Citizen's Advisory Board
- Engage with those most impacted on both 'questions' and 'process'
- Use an independent, specialist external community engagement consultant
- Councillors also agreed on 5 questions to ask the community:
  - 1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated,

not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?

- 2. How should canal and lake maintenance activities such as dredging and bedlevelling be a paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?
- 3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
- 4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
- 5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

## PROCUREMENT PROCESS

Council invited Australia's leading specialist community engagement consultants to respond to our brief, including:

- Engagement Plus
- Articulous
- Max Hardy
- newDemocracy
- Twyfords

Council received one (1) formal response, and our recommendation is that the joint Articulous / Max Hardy proposal be accepted because of:

- the quality of the project team
- the quality of their submission - including their response to all the elements / risks in our brief
- their responsiveness to our need to reduce spend without compromising quality of process or outcomes

## CONSULTANT AND COUNCIL TASKS

### Consultant Tasks (60 Days)

- Strategy and planning
- Develop terms of reference
- Liaise with experts
- Develop Citizen Advisory Board information packs
- Planning and facilitation of workshops with:
  - Citizen Advisory Board x 4
  - Ratepayers Associations x 5
- Prepare recommendations report
- Neutrality, commitment to process, fairness etc

# briefing note

## Council Tasks (286 Days)

- Community Engagement Officer (87 days)
  - Execute the engagement plan, including engaging the rest of the city who are not on the Citizen Advisory Board, and engaging them on the findings of the panel.
  - Planning event logistics, attending and following up from 9 workshops
  - Briefing external consultants including market research and panel recruitment specialist
  - Answer enquiries
- Communications Officer (83 days)
  - Execute the communications plan, including preparing press releases, fact sheets, web updates, liaising with media, columns etc
- Secretarial Support (75 days)
  - Attend 9 workshops, prepare and distribute minutes, liaise with printers, mailroom, caterers, venues and Australia Post for coordinating distribution of 10-12k invitations to recruit panellists
- Graphic Design Support (24 days)
  - Design deliberative panel information packs, invitations, fact sheets, display ads, etc
- Social Media Support (17 days)
  - Build and maintain the Yoursay project site, and post regularly on both this site and on Social Media to create awareness and understanding of the project, and involve the broader community in it

## CONSULTANT AND COUNCIL COSTS

Item	Description	Cost (incl. gst)
<b>Articulous and Max Hardy</b>	Includes Strategy and Planning, Workshop Facilitation, Market Research, Citizen Advisory Board Recruitment and Stipend	Sch. 4 part 3 factor 2
<b>Communication, Engagement and Tourism</b>	Includes Engagement, Communication, Secretarial, Graphic Design and Digital Officer Support for 6-7 months	<b>\$129,439</b>
<b>RCC Internal Costs Allowance</b>	Includes allowances for Media Advertising , Print, Distribution, Hall Bookings, Catering etc	<b>\$58,000</b>
<b>External Experts Allowance</b>	Allowance for Consulting Surveys, Engineers, Lawyers, etc as required	<b>\$40,000</b>
	<b>Projected Total Cost</b>	



## RECOMMENDATIONS

- Appoint the Articulous / Max Hardy project partnership
- Support budget for Council human resources, collateral and external experts
- Commence engagement with those most impacted by these decisions on the 'questions' and 'process' in September 2017

# briefing note

## ATTACHMENTS

1. Confidential Articulous Proposal

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# briefing note

## NOTED AND RECOMMENDED

\_\_\_\_\_  
Tracey Walker  
**Group Manager Communication, Engagement and Tourism**

### Comments:

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## NOTED AND RECOMMENDED

\_\_\_\_\_  
John Oberhardt  
**General Manager, Organisation Services**

### Comments:

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## APPROVED / NOT APPROVED

\_\_\_\_\_  
Councillor Name

\_\_\_\_\_  
Councillor Signature

### Comments:

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Pages 17 through 41 redacted for the following reasons:

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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 8 September 2017 8:53 AM  
**To:** Tracey Walker  
**Subject:** Canals

Hi Tracey

Tracey Justice has advised that before we can appoint Articulous we need to "confirm availability of budget and where from". How shall I respond?

I'll also chase Tracey for the draft contract and conditions so we're not waiting for that stuff when everything else is in place.

Note, still waiting on amended prop from Articulous (with current insurance details).

Thanks

John

---

**From:** Tracey Justice  
**Sent:** Thursday, 7 September 2017 7:41 PM  
**To:** John Dujmovic  
**Subject:** RE: Draft Delegated Authority Report

Hi John

Thanks for sending this thru. Before you can proceed with getting the delegated authority sign-off you will need to confirm availability of budget and where from. We will also need to confirm that the final contract including conditions are acceptable to Articulous noting these didn't go out with the request for quote.

Happy to chat further if its easier,

Kind Regards

**Tracey Justice | Procurement Services Unit | Redland City Council**  
**PO Box** 21 Cleveland 4163 | **Phone:** (07) 3829 8783 | **Fax:** (07) 3821 3131 | **Mob:**  
**Email:** [tracey.justice@redland.qld.gov.au](mailto:tracey.justice@redland.qld.gov.au) | **Web:** [www.redland.qld.gov.au](http://www.redland.qld.gov.au)

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I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.

---

**From:** John Dujmovic  
**Sent:** Wednesday, 6 September 2017 9:35 AM  
**To:** Tracey Justice  
**Cc:** Tracey Walker; Gerard Noon  
**Subject:** Draft Delegated Authority Report

Hi Tracey

Please find attached the draft Delegated Authority Report, based on the template that you pointed me to.

Please let me know if any changes are required (or you think would improve the doco). I wasn't sure if the dollar value of the work triggered any changes to the table on the back page, so please edit this section if required.

And, please let me know where to from here.

Thanks!

John

**John Dujmovic**

Senior Engagement Advisor

Communication, Engagement and Tourism

Redland City Council

T: (07) 3829 8455

E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Tuesday, 22 August 2017 2:01 PM  
**To:** Tracey Justice  
**Cc:** Gerard Noon; Sam Keegan  
**Subject:** CE services procurement

Hi Tracey

We've met with Tracey Walker, who has given us some direction regarding how she'd like to proceed (if ok from a procurement perspective).

A. Ideally there would be a way to reengage with Engagement Plus - who didn't agree with the 'involve' level of engagement or the approach outlined in the brief, and subsequently declined to respond.

We would find out how they would advise this engagement be run, and  
We would get a written proposal from them.

We understand however from our original meeting with you that the above may not be appropriate from a procurement probity perspective.

B. In the event that we can't at this stage open dialogue with Engagement Plus, Tracey wants us to go back to Articulous (authors of the only proposal), and have them:

Address the gaps in their response (as identified in your feedback eg. provide detail concerning timing, panel composition, etc.)

Add separated-out costs included at the end of the proposal as optional items (ie. put separated-out recruitment and market research costs back into their proposal as part of total costs)

Provide detail concerning which consultants would deliver the various parts

Explain the line items in the fee table, and

Sharpen their pencils - significantly.

We guess that you will only be ok with B. above, but please do confirm.

Based on previous advice from Procurement, it is our understanding that we can proceed with B. above via either written request or minuted meeting. In your experience, which approach would help us more readily achieve the desired outcomes listed above – and in particular a much better price? And if a face-to-face meeting is the way to go, is that a meeting that Procurement should also attend?

Thanks

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

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## Debra Weeks

---

**From:** John Dujmovic  
**Sent:** Friday, 28 July 2017 4:04 PM  
**To:** 'info@articulous.com.au'  
**Cc:** Tracey Walker  
**Subject:** CONFIDENTIAL - request for community engagement quote  
**Attachments:** 170724-CanalCharges-EngagementConsultantBrief V.4.docx

Hi Amanda

Please find attached a brief outlining a community engagement project that we would love your response to.

I'll try to catch you early next week to chat through it.

Happy Friday!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

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## Debra Weeks

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**From:** John Dujmovic  
**Sent:** Friday, 15 September 2017 11:19 AM  
**To:** Tracey Walker  
**Subject:** FW: Redland Canals Project

Hi Tracey

FYI

Thanks

John

**From:** Bernard Houston [\[mailto:bernard.houston@articulous.com.au\]](mailto:bernard.houston@articulous.com.au)  
**Sent:** Friday, 15 September 2017 11:10 AM  
**To:** Amanda Newbery  
**Cc:** John Dujmovic  
**Subject:** Redland Canals Project

Hi Amanda,

Just a got a call from John Dujmovic from RCC.

He's reports that since Wednesday the Deputy (and acting) Mayor has requested his team to consider some alternative pathways for this decision.

John requests that we pause our activities while RCC considers the Deputy Mayor's request.

bye for now



**Bernard Houston**  
**Project Manager**



[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)



Sch. 4 part 3 factor 3



[articulous.com.au](http://articulous.com.au)

## Debra Weeks

---

**From:** Bernard Houston  
**Sent:** Monday, 3 July 2017 11:10 AM  
**To:** John Dujmovic; Sam Keegan  
**Subject:** FW: Draft Document  
**Attachments:** Redland Council Canal Levy Project Discussion Paper Draft 300617.docx

**From:** Rob Gravestocks [\[mailto:rob.gravestocks@articulous.com.au\]](mailto:rob.gravestocks@articulous.com.au)  
**Sent:** Friday, 30 June 2017 4:51 PM  
**To:** Bernard Houston  
**Cc:** Nathan Williams  
**Subject:** Draft Document

Hi Bernard,

We have put together the attached draft for the discussion paper.

We had included more content but trimmed it back - it is still 20 pages.

Please let us know if this is what you are expecting or if we need to make changes.

As always, happy to discuss.

Cheers,

Rob.



**Rob Gravestocks**  
**Project Manager**



[rob.gravestocks@articulous.com.au](mailto:rob.gravestocks@articulous.com.au)



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## Debra Weeks

---

**From:** Bernard Houston  
**Sent:** Tuesday, 4 July 2017 11:06 AM  
**To:** Tracey Walker  
**Cc:** John Dujmovic; Sam Keegan  
**Subject:** FW: Updated doc  
**Attachments:** Redland Council Canal Levy Project Discussion Paper Draft 040717 9-48 am.docx

Hi Tracey,

Articulous have prepared this document for consideration. John, Sam and I have been iteratively reviewing its genesis.

Cheers

Bernard.

---

**From:** Nathan Williams [\[mailto:nathan.williams@articulous.com.au\]](mailto:nathan.williams@articulous.com.au)  
**Sent:** Tuesday, 4 July 2017 10:15 AM  
**To:** Bernard Houston  
**Cc:** Rob Gravestocks  
**Subject:** Updated doc

Hi Bernard,

Updated document as discussed.

We have updated the case study, costs in the table and moved the methods comparison as per your notes. And fixed the layout :-)!

Many thanks,

Nathan



**Nathan Williams**  
**Associate Director**



[nathan.williams@articulous.com.au](mailto:nathan.williams@articulous.com.au)



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## Debra Weeks

**From:** Bernard Houston <bernard.houston@articulous.com.au>  
**Sent:** Monday, 4 September 2017 4:40 PM  
**To:** John Dujmovic  
**Subject:** Fwd: Submission Clarification Meeting Minutes  
**Attachments:** 170801 Meeting Minutes 2.docx; RCC-Canals-ProposalClarification-01092017-0530am.doc

Dear John,

I think by now you'll have received an updated proposal.

In addition I have forwarded you the meeting notes from the other day with Amanda's comment included.

I've also attached procurements original clarification form with some comments included for consideration.

Bye for now

----- Forwarded message -----

**From:** Amanda Newbery <[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)>  
**Date:** 2 September 2017 at 21:51  
**Subject:** Fwd: Submission Clarification Meeting Minutes  
**To:** Bernard Houston <[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)>

My only change to the minutes is this

Sch. 4 part 3 factor 2

(Just the technical words at the end were incorrect)



**Amanda Newbery**  
**Managing Director**



[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)



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[articulous.com.au](http://articulous.com.au)



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----- Forwarded message -----

From: **John Dujmovic** <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)>

Date: Fri, Sep 1, 2017 at 1:47 PM

Subject: Submission Clarification Meeting Minutes

To: "Amanda Newbery ([amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au))" <[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)>, "[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)" <[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)>, Luke Myers <[luke\\_amyers@hotmail.com](mailto:luke_amyers@hotmail.com)>

Cc: Tracey Walker <[Tracey.Walker@redland.qld.gov.au](mailto:Tracey.Walker@redland.qld.gov.au)>, Tracey Justice

<[Tracey.Justice@redland.qld.gov.au](mailto:Tracey.Justice@redland.qld.gov.au)>, Gerard Noon <[Gerard.Noon@redland.qld.gov.au](mailto:Gerard.Noon@redland.qld.gov.au)>

Hello!

Thanks for coming across town this morning to work through the clarifications doco with us.

Please find a copy of the meeting minutes attached – and please let me know if I missed anything.

Thanks

John

**John Dujmovic**

Senior Engagement Advisor

Communication, Engagement and Tourism

Redland City Council

T: (07) 3829 8455

E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)



**Bernard Houston**  
**Project Manager**



[bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au)



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## Debra Weeks

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**From:** Deborah Corbett-Hall  
**Sent:** Friday, 14 July 2017 12:02 PM  
**To:** John Dujmovic  
**Subject:** RE: Canal management and funding workshop

Good Morning John

Please see agenda items:

5.6.6, 5.6.7 and 5.6.8 at the link to the minutes below:

[Agendas, reports and minutes | Redland City Council](#)

Please call if not clear,

Kind regards

Deborah

Deborah Corbett-Hall  
Chief Financial Officer  
Financial Services Group  
Redland City Council  
07 3829 8688

Sch. 4 part 3 factor 3

[Deborah.Corbett-Hall@Redland.qld.gov.au](mailto:Deborah.Corbett-Hall@Redland.qld.gov.au)

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**I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.**

*Private and Confidential for the Intended Recipient Only*

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**From:** John Dujmovic  
**Sent:** Friday, 14 July 2017 11:17 AM  
**To:** Deborah Corbett-Hall  
**Subject:** Canal management and funding workshop

Hi Deb

I hope your Friday is shaping up well.

I'm helping Tracey pull together that email to Councillors re community engagement on Canal management and funding, and wonder if you can please forward to us the exact wording concerning the resolution you referenced at this week's Canal management workshop – it was something like “identify the best way to manage activities”.

Thanks!

John

**John Dujmovic**  
Senior Engagement Advisor

Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

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## Debra Weeks

---

**From:** Tracey Justice  
**Sent:** Friday, 1 September 2017 12:58 PM  
**To:** John Dujmovic  
**Cc:** Tracey Walker; Gerard Noon  
**Subject:** RE: draft meeting minutes  
**Attachments:** 170801 Meeting Minutes.docx

Hi John

Great work – you’ve covered off everything I had in my notes.

I’ve made just a couple of minor typo amendments – see attached.

Cheers  
Tracey

---

**From:** John Dujmovic  
**Sent:** Friday, 1 September 2017 12:39 PM  
**To:** Tracey Justice  
**Cc:** Tracey Walker; Gerard Noon  
**Subject:** draft meeting minutes

Hello!

Thank you all for coming along this morning.

Please find minutes from the meeting attached.

Please let me know if I’ve missed anything - we agreed to let them have this today, so please do have a look as soon as possible.

Thanks again

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

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1 ~~August 2017~~ September 2017

## Canals Engagement - Articulous Submission Clarification Meeting

Time: **10:00-11:00**

Location: **RCC**

Attendees : **Amanda Newbery, Bernard Houston, Luke Myers (Articulous), Tracey Walker, Tracey Justice, Gerard Noon, John Dujmovic**

### Minutes

1. RCC provided an overview of where we were in the submission evaluation process and where to from here.
2. Articulous advised they believed it possible to bring their submission by:

Sch. 4 part 3 factor 2

14. Articulous agreed to respond in writing by COB Monday with a revised submission / proposal addressing everything discussed.

## Debra Weeks

---

**From:** Amanda Newbery <amanda.newbery@articulous.com.au>  
**Sent:** Monday, 16 October 2017 10:07 AM  
**To:** John Dujmovic  
**Cc:** Tracey Walker; Tracey Justice; bernard.houston@articulous.com.au  
**Subject:** Re: Letter of Acceptance

Thanks so much John

We're really excited. Our timeline is the most important thing for us to finalise so this will help

Amanda Newbery  
Managing Director  
Articulous Communications  
Sch. 4 part 3 factor 3

[amanda.newbery@articulous.com.au](mailto:amanda.newbery@articulous.com.au)

On 16 Oct 2017, at 9:37 am, John Dujmovic <[John.Dujmovic@redland.qld.gov.au](mailto:John.Dujmovic@redland.qld.gov.au)> wrote:

Happy Monday Amanda

Please find signed letter of acceptance attached - please sign, scan and return via email.

If you recall, we were working towards delivering consultation "outcomes by March, 2018". To inform the 18/19 budget planning process, we've been advised that consultation outcomes are required by the start of March, and consequently the attached Letter of Acceptance specifies a scheduled completion date of 28 February, 2018.

I'll give you a call shortly to discuss getting this going in earnest.

Thanks, and congrats!

John

**John Dujmovic**  
Senior Engagement Advisor  
Communication, Engagement and Tourism  
Redland City Council  
T: (07) 3829 8455  
E: [john.dujmovic@redland.qld.gov.au](mailto:john.dujmovic@redland.qld.gov.au)

<image001.jpg>

<Letter of Acceptance.pdf>

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## Debra Weeks

**From:** Cr Wendy Boglary  
**Sent:** Monday, 11 September 2017 10:54 AM  
**To:** Fiona McCandless; Andrew Chesterman  
**Cc:** Tracey Walker; John Dujmovic; John Oberhardt; Lynda Clarke; June-Mary Davis  
**Subject:** RE: REQUEST FOR WORKSHOP APPROVAL - UPDATE COUNCILLORS ON CITY-WIDE ENGAGENENT ON CANAL AND LAKE COSTS

Approved  
Thank you  
Wendy

Warm Regards,

**Cr. Wendy Boglary**

**Deputy Mayor**

Division 1 Councillor (Ormiston/Wellington Point)  
Redland City Council  
Ph: 3829 8619  
[wendy.boglary@redland.qld.gov.au](mailto:wendy.boglary@redland.qld.gov.au)

Local Councillor Updates on Facebook:  
<https://www.facebook.com/councillorwendyboglary/>

*An independent community voice  
Keeping Redlands Redlands*

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**From:** Fiona McCandless  
**Sent:** Monday, 11 September 2017 9:09 AM  
**To:** Andrew Chesterman; Cr Wendy Boglary  
**Cc:** Tracey Walker; John Dujmovic; John Oberhardt; Lynda Clarke; June-Mary Davis  
**Subject:** REQUEST FOR WORKSHOP APPROVAL - UPDATE COUNCILLORS ON CITY-WIDE ENGAGENENT ON CANAL AND LAKE COSTS

Good morning

Seeking your approval via return email for the following Workshop please:

Request for Workshop Approval	
<b>Department:</b>	Communication, Engagement and Tourism
<b>Facilitator:</b>	Tracey Walker/John Dujmovic
<b>Date of Workshop:</b>	Wednesday 13 <sup>th</sup> September, 2017. 11:00-12:00noon



<b>Duration of Workshop:</b>	1 hour
<b>Topic:</b>	Update Councillors on city-wide engagement on canal and lake costs
<b>Guidance required by Councillors/ELT:</b>	Approval to proceed including engage consultant
<b>Urgency / Time Dependencies:</b>	Council has committed to commencing community consultation in September 2017
<b>Papers to be provided (Yes or No – If no, why?):</b>	Yes – Articulous Proposal, RCC costs sheet



Fiona McCandless  
PA to General Manager Organisational Services  
Redland City Council | PO Box 21 Cleveland 4163  
**Ph:** (07) 3829 8280 | **Email:** [fiona.mccandless@redland.qld.gov.au](mailto:fiona.mccandless@redland.qld.gov.au)  
**Fax:** (07)3829 8765

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I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.

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**From:** Tracey Walker  
**Sent:** Friday, 8 September 2017 3:45 PM  
**To:** John Oberhardt  
**Cc:** Fiona McCandless; Allan McNeil; John Dujmovic; June-Mary Davis  
**Subject:** Request for Workshop Approval

Hi John

Could you please forward this to the CEO for his approval.

Thanks Tracey

Request for Workshop Approval	
<b>Department:</b>	Communication, Engagement and Tourism
<b>Facilitator:</b>	Tracey Walker/John Dujmovic
<b>Date of Workshop:</b>	Wednesday 13 <sup>th</sup> September, 2017. 11:00-12:00noon

<b>Duration of Workshop:</b>	1 hour
<b>Topic:</b>	Update Councillors on city-wide engagement on canal and lake costs
<b>Guidance required by Councillors/ELT:</b>	Approval to proceed including engage consultant
<b>Urgency / Time Dependencies:</b>	Council has committed to commencing community consultation in September 2017
<b>Papers to be provided (Yes or No – If no, why?):</b>	Yes – Articulous Proposal, RCC costs sheet

## Debra Weeks

---

**From:** Articulous Accounts <accounts@articulous.com.au>  
**Sent:** Tuesday, 24 October 2017 2:12 PM  
**To:** John Dujmovic  
**Cc:** Bernard Houston  
**Subject:** Signed Letter of Acceptance & Services Agreement  
**Attachments:** Letter of Acceptance\_Signed.pdf; RedlandCityCouncil\_October2017.pdf

Hi John,

Please see attached the signed letter of acceptance.

Also attached is our services agreement, could you please sign and return. We also require a PO# for this project, could you please arrange for this number to be included in the returned services agreement.

Please let me know if you have any questions.

Kind Regards,

Sam



## Accounts Team



[accounts@articulous.com.au](mailto:accounts@articulous.com.au)



[articulous.com.au](http://articulous.com.au)



123 Charlotte Street, Brisbane 4000

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## Debra Weeks

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**From:** Tracey Walker  
**Sent:** Friday, 3 November 2017 12:40 PM  
**To:** Mayor Karen Williams  
**Cc:** David Smith; John Dujmovic  
**Subject:** AMENDED - Canals community engagement update

Hi Karen

Pls look at this version. Updated a date and the telephone recruitment is just about to begin. For your approval/feedback.

Ta Tracey

Councillors and ELT

Please find below an update on the canals community engagement. As you know, Council has engaged two of Australia's leading community consultation agencies - Articulous Communications and Max Hardy Consulting – to lead the citywide engagement process on how the activities associated with maintenance of the canals and revetment walls should be managed and paid for.

The process they have devised will involve engagement in three broad streams:

1. A Citizen's Advisory Panel

A Citizen's Advisory Panel of 40 ratepayers comprising randomly selected ratepayers from the following regions of the city. This time-consuming process is just about to begin via telephone.

- 10 from the mainland (non-coastal suburbs)
- 10 from the coastal suburbs (excluding canal and lake front property owners),
- 10 from the islands,
- 10 canal and lake front property owners.

This group will meet on 4 occasions to deliberate on how we manage and pay for the activities associated with maintenance of our lake and canal walls and waterways. They will be given the engineering, legal, financial and other information required to deliberate on these issues and make recommendations.

Note, to be statistically representative of our city's ratepayer base, only 1 of the 40 Citizen's Advisory Panel members would normally be canal or lake water-front property owners, but this group has been intentionally over-represented (being allocated one in four spots) as they are more directly impacted by consultation outcomes. The composition of the panel will reflect our city's [population in terms of](#) age and gender distribution, and Indigenous representation.

2. Representatives of the canal and lake estate ratepayer associations

We will [also](#) be engaging separately with those most affected by the community consultation outcomes. We will allow their input into the consultation questions, and to the extent possible given their conflict of interest, the consultation process. This is in accord with internationally recognised IAP2 values, and along with other decisions made regarding this engagement, designed to ensure that the process stands up to scrutiny.

3. City-wide engagement

All Redland ratepayers contribute to the costs associated with canal and lake wall and waterway maintenance through their General Rates, and consequently they too will be involved through the entire process.

Consultation will be completed by the end of February 2018 to fit planning timeframes for the 2018-19 budget.

A broad consultation timeline follows:

Item	Action	Date
1	Meetings with key residents groups	6-14 Nov
2	Orientation meeting with Citizen's Advisory Panel	2 Dec
3	Citizen's Advisory Panel – Deliberative Workshop 1	9 Dec
4	City-wide engagement on workshop and research outcomes	2 Dec-Feb
5	Citizen's Advisory Panel – Deliberative Workshop 2	20 Jan
6	Meeting with key resident groups	22-26 Jan
7	Citizen's Advisory Panel – Deliberative Workshop 3	10 Feb
8	Meeting with key resident groups	12-16 Feb
9	Market Research to test outcomes with city	17-18 Feb
10	Report integrating feedback / output from all streams including research	28 Feb

## Debra Weeks

**From:** Tracey Walker  
**Sent:** Friday, 29 September 2017 5:29 PM  
**To:** Mayor Karen Williams  
**Cc:** John Oberhardt; John Dujmovic; Allan McNeil  
**Subject:** Canal community engagement - reduced scope and price

Hi Mayor

Pls see a draft email for you to send to councillors regarding reduced cost of citywide canal and lake community engagement.

We will be ready to have another discussion on Wed after the General Council meeting as discussed.

Thanks Tracey

### Councillors

I have asked officers to explore ways in which to reduce the cost of city wide community consultation on canals, while retaining some of the benefits associated with the use of an external community engagement consultancy.

I write to seek your endorsement to pursue this alternate approach.

The main difference with the new approach is the recruitment of the instead of a community panel comprising representatives across the entire city (and including a representative sample of canal and lake residents), citywide residents would provide their feedback via telephone survey, online survey and open houses. Canal and lake residents, who are more affected, would provide their feedback via a committee that is established.

The new approach would include:

1. Consultation with a committee of canal/lake and citywide residents. A committee (not community panel) of approximately 40 canal/lake residents and citywide residents (potentially a 50-50 split) would be recruited a range of mechanisms including EOI in the media and independent telephone recruitment. Nominees would be required to provide demographic information enabling their classification into demographic categories, from which final committee members would be/ randomly selected. This would include ensuring there were residents from the three canal/lake estates as well as from the rest of the city. The main difference with this approach is that recruitment would no longer occur from a 10,000 letter mail out across the city, significantly reducing costs and timeframes.
2. Consultation with the broader city. This engagement would comprise YourSay site, telephone survey (market research) and open house activities to engage with the broader community on canal and lake management principles and payment options, and ultimately close the loop with them regarding decisions. The same questions as used above in the committee would be used. This is unchanged.
3. Consultation with canal/lake ratepayer associations. Meetings with representatives of the three ratepayer associations, as well as Community Title Scheme (CTS) representatives. This would be undertaken by Council rather than the consultants in this approach, reducing costs.

This revised approach would reduce the cost of this citywide engagement to [redacted] (including council staffing costs). This is a reduction of [redacted] from the original [redacted]

Sch. 4 part 3 factor 2

In summary, these savings would be made possible through:

- panel recruitment (now a committee recruited through EOI and telephone recruitment rather than by sending out 10,000 letters for random selection across city – this will also significantly reduce the time required for this phase)
- removing panel stipend
- no allowance for external experts
- reduction in costs for Council staff
- reduction in costs for collateral
- reduced catering

An estimate of costs for the revised approach are outlined below:

Item	Deliverables	Costs (incl gst)
Consultant	Methodology, document review, engagement plan, recruitment, scripting and key messages, terms of reference development, deliberative committee packs, committee orientation meeting and facilitation and report, market research.	Sch/ 4 part 3 factor 2
CET	Citywide community engagement, running meetings with key stakeholder groups' and developing those reports for feeding into larger reporting, online surveys, website, public relations, media issues, communication, administration of committee, open houses, pop ups, graphic design and social media, overall management of contractor,	\$120,000
Internal Costs	Allowances for Media, Print, Distribution, Hall Bookings, catering etc	\$20,000
	<b>Project Total Cost</b>	

While not a vote, at the workshop on Wednesday 13 September 2017, I believe support for the original proposal was received from the following Councillors:

- Elliott
- Bishop
- Mitchell
- Hewlett
- Golle
- Edwards
- Boglary, and
- Myself, via text

Please advise me of your feedback.

Kind Regards



## Debra Weeks

---

**Subject:** FW: Articulous phone discussion with John D  
**Location:** Tracey's Office

**Start:** Mon 6/11/2017 3:00 PM  
**End:** Mon 6/11/2017 3:30 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Tracey Walker

-----Original Appointment-----

**From:** Tracey Walker  
**Sent:** Friday, 3 November 2017 12:19 PM  
**To:** Tracey Walker; John Dujmovic; [bernard.houston@articulous.com.au](mailto:bernard.houston@articulous.com.au); [luke.myers@articulous.com.au](mailto:luke.myers@articulous.com.au)  
**Subject:** Articulous phone discussion with John D  
**When:** Monday, 6 November 2017 3:00 PM-3:30 PM (UTC+10:00) Brisbane.  
**Where:** Tracey's Office

3.11.17 - Meeting requested by John D

General phone discussion with Articulous

Regards

**Tina Robinson | Group Support & Research Officer  
Communication, Engagement & Tourism | Redland City Council |**  
Cnr Middle and Bloomfield Streets, Cleveland QLD 4163  
PO Box 21, Cleveland QLD 4163 Australia

T 61 7 3829 8902 | F 61 7 3829 8765  
E [tina.robinson@redland.qld.gov.au](mailto:tina.robinson@redland.qld.gov.au)

## Debra Weeks

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**Subject:** FW: Canal discussion with John D  
**Location:** Tracey's office

**Start:** Thu 12/10/2017 3:00 PM  
**End:** Thu 12/10/2017 3:30 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Tracey Walker

-----Original Appointment-----

**From:** Tracey Walker  
**Sent:** Thursday, 12 October 2017 11:06 AM  
**To:** Tracey Walker; John Dujmovic  
**Subject:** Canal discussion with John D  
**When:** Thursday, 12 October 2017 3:00 PM-3:30 PM (UTC+10:00) Brisbane.  
**Where:** Tracey's office

## Debra Weeks

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**Subject:** Proposal Clarification Meeting  
**Location:** RCC Offices - Macleay Room

**Start:** Fri 1/09/2017 10:00 AM  
**End:** Fri 1/09/2017 11:00 AM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** John Dujmovic

**Required Attendees:** Tracey Walker; Amanda Newbery (amanda.newbery@articulous.com.au);  
bernard.houston@articulous.com.au

**Optional Attendees:** Tracey Justice

24 July 2014

## Review of Canal and Lake Special Charges – Community Engagement Brief

### Background

Redland City has three estates that provide a unique opportunity for residents to live directly on canals or a lake - Raby Bay, Aquatic Paradise and Sovereign Waters.

**Comment [SK1]:** Flipped sentence to make it more 'active' speech

The costs to maintain, monitor and upgrade these canals and revetment walls are currently paid for by a combination of contributions. The canal and lake-front property owners pay a special charge (which varies from estate to estate) and Redland City Council funds maintenance and repair works from its general revenue from all ratepayers.

**Comment [SK2]:** more active speech

In 2017-18, canal and lake-front property owners paid the following annual special charges as their contribution to canal and lake maintenance and revetment walls upgrades and repairs:

**Comment [SK3]:** I changed the order of these two pars so the first issue raised in the par above is addressed first (same order) makes more sense to the reader.

- \$723.60 for a standard lot at Sovereign Waters
- \$2,354.28 for a standard lot at Raby Bay Canal Estate (including lots 1 to 12 on GTP 2073)
- \$1,364.24 for a unit in a Community Title Scheme at Raby Bay Canal Estate (excluding lots 1 to 12 on GTP 2073)
- \$1,189.96 for a marina berth at Raby Bay Canal Estate
- \$2,806.28 for a standard lot at Aquatic Paradise Canal Estate
- \$2,806.28 for a marina berth at Aquatic Paradise Canal Estate

Over the past several financial years Council has contributed 20% towards costs for Raby Bay properties and 30% for Aquatic Paradise and Sovereign Waters properties respectively.

The charge per property is not calculated as a percentage of the residents' rates, but using a formula that divides the cost between landowners based on their water frontage. This is worked out on a nominal lot frontage of 20m. For example, of the 21,957m of walls at Raby Bay, 8.41% or 1,847m are Council's – so Council would contribute for 93 lots (ie. 1,847m divided by average lot size, which is 20m) for revetment walls, as well as an amount for canal maintenance.

**Comment [SK4]:** How much? How is canal maintenance funding decided? is it equitable?

The costs of these canals and the lake can be split into two categories:

- 1. Maintenance of the canals and lake to ensure they can be navigated not only by waterfront residents, but by a broader group of local residents and visitors to the city, including**

- navigation beacon renewals
- canal maintenance
- canal planning
- dredging and bedlevelling, and
- monitoring.

## 2. Upgrades, maintenance and monitoring of revetment walls of the properties on the canals and lake

- revetment wall upgrades
- revetment wall maintenance
- revetment wall monitoring

Note. The *Coastal Protection and Management Act 1995* requires Redland City to maintain canals such as those in Raby Bay but makes abutting landowners responsible for maintaining tidal works in a safe condition.

The *Local Government Act 2003* allowed Redland City to apply a 'special charge' for services (such as canal maintenance) whose benefits are not generally shared by the wider community.

This Act allowed Council to 'step' this rate so that canal residents who, in the Council's opinion, required more maintenance paid more and those who, in the Council's opinion, required less maintenance paid less. Consequently, Council 'stepped' this charge proportionate to canal frontage so properties with a larger frontage paid more.

### The 2011 review of special charges

In 2010, Council resolved to review special charges for canal estates.

This review was triggered by changes to the *Land Valuation Act 2010* that required Council to base its rates on a property's 'site value' rather than its 'unimproved value'.

The CEO of Redland City Council in 2010 identified seven options that Council could pursue with respect to the way it levied its special charges for canal estates.

The CEO's preferred option was to abandon existing special charges and introduce a new series of special charges to segregate capital and maintenance activities and to more justifiably identify and levy those who benefitted from the work. In addition, a new Canals and Lake Estates category was established with a rate in the dollar set to maintain total rates and charges revenue at previous levels.

Council engaged the community about the intended changes to the special charges through:

- a voting form that was direct-mailed to each canal estate household

**Comment [SK5]:** The full name of Acts is always italicised. Subsequent references if you don't spell out the whole name are UNitalicised

**Comment [SK6]:** double quotation marks are only used for direct speech. Single quote marks are used for emphasis, or to highlight exact phrases or technical language

- on-site open houses at Raby Bay, Aquatic Paradise and Sovereign Waters, and
- an independent telephone survey.

In 2011, residents said:

- by applying a special charge Council was double dipping
- it was unfair to levy the bulk of the costs of dredging canals and cleaning the lake when most of the sediment came from upstream
- they did not see a benefit from paying the special charge - the quality of canal/lake operations was not up to scratch
- anyone can use the canals - making them public land
- they wanted to see how the canal levy was being spent, and
- the principle of applying a canal levy was unfair.

At Sovereign Waters many residents were concerned about lake fish stocks.

In more recent history, an administrative error in how Council reported on the cost and timing of works completed was uncovered, and Council subsequently decided to pay back money collected from affected residents.

This precipitated the current review of special charges.

## **The brief**

Design and plan a community engagement process that engages the entire Redlands community to work out what principles they believe should be applied to deciding how maintenance of infrastructure, canals and the lake is managed and paid for.

This needs to include how to recognise the varying levels of benefit enjoyed by different groups in the community who may or may not use the canals and the lake.

Not everyone is expected to be happy with the outcome of the engagement process, but we do want broad consensus that the process itself was fair, thorough, transparent, and genuine.

Please consider including a review of the proposed process before engagement starts by an appropriate independent, impartial third-party. Given the potentially-divisive nature of this engagement, please also consider how it might be framed to be less divisive and more relevant to the broader community.

Two potential frameworks for this engagement include positioning it as a:

- city-wide engagement on how we - a city with 220km of coastline - deliver the activities (and bear the costs) of dealing with coastal hazards, such as storm surge, and coastal erosion, or
- city-wide engagement on how we pay for infrastructure

## Draft community engagement questions

Council has drafted the following engagement questions:

1. How should we manage maintenance of canals and lakes to ensure they can be used not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but by a broader group of residents and visitors to the city?
2. How should maintenance of canals and lakes (to ensure they can be navigated not only by these residents but by a broader group of residents and visitors to the city) be paid for?
3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

Pre-engagement should also consider involving a Citizen Advisory Group drawn from affected residents to ensure they are happy with the proposed community engagement process.

Comment [SK7]: Check - are you happy with this?

## Level of engagement

Council has agreed to engage at the 'involve' level, on the IAP2 spectrum. This means we will work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

Our commitment to the public is that we will work with them to ensure that their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision

## Stakeholders

Council has agreed to a city wide engagement process using a Citizen Advisory Board.

It is critical that composition of the Citizen Advisory Board (or groups comprising the Board) is fair - fair for those most impacted by the decisions that will be made ie. canal and lake front ratepayers, and fair to other city ratepayers – those who bear less cost, but also enjoy significantly less benefit from the canals and lake.

Please consider creating two to three facilitated groups of 15-20 participants, with each group comprising a fair mix of participants - potentially including:

- a number of randomly selected Raby Bay canal front property owners
- a number of randomly selected Aquatic Paradise canal front property owners
- a number of randomly selected Sovereign Waters lake front property owners.

The balance would be made up of a representative random sample of 'other' city ratepayers ie. including representation from various age demographics and areas, including:

- the mainland (including suburban and rural residents),
- coastal regions,
- North Stradbroke Island and
- Southern Moreton Bay Islands (SMBIs).
- a fair representation from the Indigenous community (2.3% of the total Redlands community in 2016 Census).

Note, a numerically representative sample (ie. 1,200 canal and lake front property owners/55,000 'other' city property owners) may not be appropriate given the two groups do not share equal cost of/or benefit from, the canals and revetment walls.

Your response should include a section detailing how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

It is imperative that composition and recruitment of the Citizen Advisory Board be beyond reproach.

## Process

Please consider a phase of pre-engagement in which those most impacted by the decisions will be involved in finessing the questions taken to the community for engagement.

Outline your proposed approach, noting that we anticipate these groups will need to get together (independently) on a number of occasions in a facilitated environment to get across and discuss all the relevant financial, legal, historical, engineering etc. issues. Please also consider bringing the groups together after a number of iterations for a couple of combined facilitated meetings.

Council is also committed to testing the findings of the Citizen Advisory Board with the greater community including:

- other canal and lake front property owners (approx. 1,200 properties)
- other city ratepayers (approx. 55,000 properties)



Please include a plan and separate costs for this broader involvement and testing of the Boards' findings with these groups.

Please ensure your response also addresses how any terms of reference might protect the impartiality, privacy of participants and validity of the process in this potentially divisive engagement.

Note: we also want the Citizen Advisory Board to sign off on the findings – whatever they are - so that Council can consider and rely on these in its decisions.

### **Indicative costs**

Please provide indicative costs (we understand that a firm quote would not be possible until the decision on process is finalised).

As all quote respondents may not be able to both plan and execute this Community Consultation program, please quote separately on:

1. Community engagement planning, and
2. Community engagement delivery and reporting (three phases – pre-engagement, engagement, and testing of the results).

Note: any 'inform' or 'notification' activities required would be delivered by Redland City Council Communications, Engagement and Tourism officers leveraging existing media channels / relationships, so please exclude any of these costs in your proposal. Please provide a list of activities in your planning so we can confirm our ability to deliver the proposed activities.

### **Indicative timings**

Please outline indicative timings.

Note, we have committed to engage with the whole community on this issue, with activities beginning in September, and are conscious of avoiding engagement during the immediate lead up to Christmas and early January.

Please provide your response by **COB Friday the 18<sup>th</sup> of August**.

## **Review of Canal and Lake Special Charges – Community Engagement Brief**

### **Background**

Redland City has three estates - Raby Bay, Aquatic Paradise and Sovereign Waters - that provide a unique opportunity for residents to live directly on canals or a lake.

Currently the costs to maintain, monitor and upgrade these canals and revetment walls are paid for by a combination of contributions by the canal and lake-front property owners through a Special Charge, and Redland City Council from its general revenue from all ratepayers.

Over the past several financial years Council has contributed 20% for Raby Bay properties and 30% for Aquatic Paradise and Sovereign Waters properties towards these costs.

In 2017-18, canal and lake-front property owners pay the following annual Special Charges as their contribution to canal and lake maintenance and revetment walls upgrades and repairs:

- \$723.60 for a standard lot at Sovereign Waters
- \$2,354.28 for a standard lot at Raby Bay Canal Estate (including lots 1 to 12 on GTP 2073)
- \$1,364.24 for a unit in a Community Title Scheme at Raby Bay Canal Estate (excluding lots 1 to 12 on GTP 2073)
- \$1,189.96 for a marina berth at Raby Bay Canal Estate
- \$2,806.28 for a standard lot at Aquatic Paradise Canal Estate
- \$2,806.28 for a marina berth at Aquatic Paradise Canal Estate

The charge per property is calculated using a nominal lot frontage of 20m. For example of the 21,957m of wall at Raby Bay, 8.41% or 1,847m are Council's – so Council would contribute for 93 lots (ie 1,847/20) for revetment walls, as well as an amount for canal maintenance.

The costs of having these canals and lake can be split into two categories:

**1. Maintenance of the canals and lakes to ensure they can be navigated not only by these residents but by a broader group of residents and visitors to the city, including**

- Navigation Beacon Renewals
- Canal Maintenance

- Canal Planning
- Dredging and bedlevelling, and
- Monitoring

## **2. Upgrades, maintenance and monitoring of revetment walls of the properties on the canals and lake**

- Revetment wall upgrades
- Revetment wall maintenance
- Revetment wall monitoring

Note. The Coastal Protection and Management Act 1995 requires Redland City to maintain canals such as those in Raby Bay but makes abutting landowners responsible for maintaining tidal works in a safe condition.

The Local Government Act 2003 allowed Redland City to apply a 'special charge' for services (such as canal maintenance) whose benefits are not generally shared by the wider community.

This Act allowed Council to "step" this rate so that canal residents who, in the Council's opinion, required more maintenance paid more and those who, in the Council's opinion, required less maintenance paid less. Consequently, Council "stepped" this charge proportionate to canal frontage so properties with a larger frontage paid more.

### **The 2011 review of special charges**

In 2010, Council resolved to review special charges for canal estates.

This review was triggered by changes to the Land Valuation Act 2010 that required Council to base its rates on a property's "site value" rather than its "unimproved value".

The CEO identified seven options that Council could pursue with respect to special charges for canal estates. The CEO's preferred option was that the existing special charges be abandoned, a new series of special charges be introduced to segregate capital and maintenance activities and to more justifiably identify and levy beneficiaries. In addition a new Canals and Lake Estates category be established with a rate in the dollar set to maintain total rates and charges revenue at previous levels.

Council engaged the community through:

- A voting form that was direct mailed to each canal estate household
- On site open houses at Raby Bay, Aquatic Paradise and Sovereign Waters
- An independent telephone survey

In 2011 residents said:

- That by applying a special charge Council is double dipping
- It was unfair to levy the bulk of the costs of dredging canals and cleaning the lake when most of the sediment comes from upstream.
- They do not see a benefit from paying the special charge. They say that the quality of canal/lake operations is not up to scratch.
- That anyone can use the canals so making them public land.
- That they would like to see how the canal levy was being spent.
- The principle of applying a canal levy was unfair

At Sovereign waters many residents were concerned about lake fish stocks.

In more recent history, an administrative error in how Council reported on the cost and timing of works completed was uncovered, and subsequently Council decided to payback moneys collected by affected residents.

This precipitated the current review of special charges.

### **The brief**

Plan a community engagement process that engages the entire Redland community in a process designed to uncover the principles that the community believe should be applied to determining how we manage maintenance of infrastructure and pay for infrastructure, including situations where there are varying levels of benefit enjoyed by different groups in the community.

We do not expect everyone to be happy with the outcomes of the engagement process, but we do want broad consensus that the process itself was fair, thorough, transparent, and genuine.

Please consider review of the process by an appropriate independent, impartial third-party. Given the potentially divisive nature of this engagement, please also consider how it might be framed to both be less divisive, and more relevant to the broader community. Two potential frames that have been identified include:

- Citywide engagement on how we, a city with 220km of coast deliver the activities (and bear the costs) of dealing with coastal hazards, such as storm surge, and coastal erosion, or.
- Citywide engagement on how we pay for infrastructure

### **Draft community engagement questions**

Council has drafted the following engagement questions:

1. How should we manage maintenance of canals and lakes to ensure they can be navigated not only by these residents but by a broader group of residents and visitors to the city?
2. How should maintenance of canals and lakes (to ensure they can be navigated not only by these residents but by a broader group of residents and visitors to the city) be paid for?
3. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed?
4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

Pre-engagement should also consider involving this group in the design of the community engagement process.

### **Level of engagement**

Council has agreed to engage at the 'involve' level, on the IAP2 spectrum.

### **Stakeholders**

Council has agreed to a city wide engagement process utilising a Citizen Advisory Board.

It is critical that composition of the Citizen Advisory Board (or groups comprising the Board) is fair - fair for those most impacted by the decisions that will be made ie canal and lake front ratepayers, and fair to other city ratepayers – those who bear much smaller costs, but also enjoy significantly less benefit from the canals and lake.

Please consider 2-3 facilitated groups of 15-20 participants, with each group comprising a fair mix of participants - potentially including:

- A number of randomly selected Raby Bay canal front property owners
- A number of randomly selected Aquatic Paradise canal front property owners, A number of randomly selected Sovereign Waters lake front property owners
- The balance comprising a representative random sample of 'other' city ratepayers ie including representation from various age demographics and regions including:
  - Mainland (including suburban and rural residents),
  - Coastal regions,
  - North Stradbroke Island and
  - Southern Moreton Bay Islands SMBI islands
- Representation from our Indigenous community would be good

Note, a numerically representative sample (ie 1,200 canal and lake front property owners / 55,000 'other' city property owners) may not be appropriate given that the 2 groups do not share equal cost of / or benefit from, the canals and revetment walls.

Your response should include a section detailing how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended composition.

It is integral that composition and recruitment of the Citizen Advisory Board be beyond reproach.

## **Process**

Please consider a phase of pre-engagement in which those most impacted by the decisions, will be involved in finessing the questions that are taken to the community for engagement.

Outline your proposed approach, noting that we anticipate these groups will need to get together (independently) on a number of occasions in a facilitated environment in order to get across and discuss all the relevant financial, legal, historical, engineering etc issues. Please also consider bringing these groups together after a number of iterations for a couple of combined facilitated meetings.

Council is also committed to testing the findings of the Citizen Advisory Board with the greater community including:

- Other canal and lake front property owners (approx.. 1,200 properties)
- Other city ratepayers (approx. 55,000 properties)

Please plan for this broader involvement and testing of Board findings with these groups.

Please ensure your response also addresses how any terms of reference might protect the impartiality, privacy of participants and validity of the process in this potentially divisive engagement.

Note, we also want the Citizen Advisory Board to sign off on the findings – whatever they are - so that Council can consider and rely on these in its decisions.

## **Indicative costs**

Please provide indicative costs (we understand that a firm quote would not be possible until the process is finalised) .

We don't expect all quote respondents to be able to both plan and execute this Community Consultation program, so please quote separately on:

Please ensure your response also addresses how any terms of reference might protect the impartiality, privacy of participants and validity of the process in this potentially divisive engagement.

Note, we also want the Citizen Advisory Board to sign off on the findings – whatever they are - so that Council can consider and rely on these in its decisions.

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1. Community engagement planning, and
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Note, any 'inform' or 'notification' activities would be delivered by Redland City Council's Communications, Engagement and Tourism officers leveraging existing media channels / relationships, so please exclude any of these costs in your proposal. Please provide a list of activities in your planning so we can confirm our ability to deliver the proposed activities.

### **Indicative timings**

Please outline indicative timings.

Note, we have committed to engage with the whole community on this issue, with activities beginning in September, and are conscious of avoiding engagement during the immediate lead up to Christmas and early January.

Please provide your response by **COB Friday the 11<sup>th</sup> of August**.

## **Review of Canal and Lake Special Charges – Community Engagement Brief**

### **Background**

Redland City has three estates that provide a unique opportunity for residents to live directly on canals or a lake - Raby Bay, Aquatic Paradise and Sovereign Waters.

The costs to maintain, monitor and upgrade these canals and revetment walls are currently paid for by a combination of contributions. The canal and lake-front property owners pay a special charge (which varies from estate to estate) and Redland City Council funds maintenance and repair works from its general revenue from all ratepayers.

In 2017-18, canal and lake-front property owners paid the following annual special charges as their contribution to canal and lake maintenance and revetment wall upgrades and repairs:

- \$723.60 for a standard lot at Sovereign Waters
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- \$1,189.96 for a marina berth at Raby Bay Canal Estate
- \$2,806.28 for a standard lot at Aquatic Paradise Canal Estate
- \$2,806.28 for a marina berth at Aquatic Paradise Canal Estate

While percentages have varied over time at the direction of Council, over the past several financial years Council has contributed 20% towards costs for Raby Bay properties and 30% for Aquatic Paradise and Sovereign Waters properties (the charge per property is not calculated as a percentage of the residents' rates).

Until the current financial year, Council established an annual implementation plan that calculated the annual estimated cost for operational and capital works (maintenance and repair), which was then apportioned to canal and lake estate property owners via the levy calculation.

The costs of canal and lake activities can be split into two categories:

- 1. Maintenance of the canals and lake to ensure they can be navigated not only by waterfront residents, but by a broader group of local residents and visitors to the city, including the following activities:**



- navigation beacon renewals
- canal maintenance
- canal planning
- dredging and bed levelling, and
- monitoring.

**2. Upgrade, maintenance and monitoring of revetment walls of the properties on the canals and lake, including the following activities:**

- revetment wall upgrades
- revetment wall maintenance
- revetment wall monitoring

Note. The *Coastal Protection and Management Act 1995* requires Redland City to maintain canals such as those in Raby Bay but makes abutting landowners responsible for maintaining tidal works in a safe condition.

The *Local Government Act 2003* allowed Redland City to apply a 'special charge' for services (such as canal maintenance) whose benefits are not generally shared by the wider community.

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This review was triggered by changes to the *Land Valuation Act 2010* that required Council to base its rates on a property's 'site value' rather than its 'unimproved value'.

The CEO of Redland City Council in 2010 identified seven options that Council could pursue with respect to the way it levied its special charges for canal estates.

The CEO's preferred option was to abandon existing special charges and introduce a new series of special charges to segregate capital and maintenance activities and to more justifiably identify and levy those who benefitted from the work. In addition, a new Canals and Lake Estates category was established with a rate in the dollar set to maintain total rates and charges revenue at previous levels.

Council engaged the community about the intended changes to the special charges through:

- a voting form that was direct-mailed to each canal estate household

- on-site open houses at Raby Bay, Aquatic Paradise and Sovereign Waters, and
- an independent telephone survey.

In 2011, residents said:

- by applying a special charge Council was double dipping
- it was unfair to levy the bulk of the costs of dredging canals and cleaning the lake when most of the sediment came from upstream
- they did not see a benefit from paying the special charge - the quality of canal/lake operations was not up to scratch
- anyone can use the canals - making them public land
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In more recent history, an administrative error in how Council reported on the cost and timing of works completed was uncovered, and Council subsequently decided to pay back money collected from affected residents.

This precipitated the current review of special charges.

## The brief

Design and plan a community engagement process that engages the entire Redlands community to work out what principles they believe should be applied to deciding how maintenance of infrastructure, canals and the lake is managed and paid for.

This needs to include how to recognise the varying levels of benefit enjoyed by different groups in the community who may or may not use the canals and the lake.

Not everyone is expected to be happy with the outcome of the engagement process, but we do want broad consensus that the process itself was fair, thorough, transparent, and genuine.

Please consider including a review of the proposed process before engagement starts by an appropriate independent, impartial third-party. Given the potentially-divisive nature of this engagement, please also consider how it might be framed to be less divisive and more relevant to the broader community.

Two potential frameworks for this engagement include positioning it as a:

- city-wide engagement on how we - a city with 220km of coastline - deliver the activities (and bear the costs) of dealing with coastal hazards, such as storm surge, and coastal erosion, or
- city-wide engagement on how we pay for infrastructure.

## Draft community engagement questions

Council has drafted the following engagement questions:

1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated, not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?
2. How should canal and lake maintenance activities such as dredging and bedlevelling be paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?
3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

### Level of engagement

Council has agreed to engage at the 'involve' level, on the IAP2 spectrum. This means we will work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

Our commitment to the public is that we will work with them to ensure that their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.

### Stakeholders

Council has agreed to a city wide engagement process using a Citizen Advisory Board.

It is critical that composition of the Citizen Advisory Board (or groups comprising the Board) is fair - fair for those most impacted by the decisions that will be made ie. canal and lake front ratepayers, and fair to other city ratepayers – those who bear less cost, but also enjoy significantly less benefit from the canals and lake.

Please consider creating two to three facilitated groups of 15-20 participants, with each group comprising a fair mix of participants - potentially including:

- a number of randomly selected Raby Bay canal front property owners
- a number of randomly selected Aquatic Paradise canal front property owners
- a number of randomly selected Sovereign Waters lake front property owners.

The balance would be made up of a representative random sample of 'other' city ratepayers ie. including representation from various age demographics and areas, including:

- the mainland (including suburban and rural residents),
- coastal regions,
- North Stradbroke Island
- Southern Moreton Bay Islands (SMBIs), and
- a fair representation from the Indigenous community (2.3% of the total Redlands community in 2016 Census).

Note, a numerically representative sample (ie. 1,200 canal and lake front property owners / 65,000 'other' city property owners) may not be appropriate given the two groups do not share equal cost of/or benefit from, the canals and revetment walls.

Your response should include a section detailing how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition.

It is imperative that composition and recruitment of the Citizen Advisory Board be beyond reproach.

## Process

Please consider a phase of pre-engagement in which those most impacted by the decisions will be involved in finessing the questions taken to the community for engagement, and potentially also on the engagement approach.

Outline your proposed approach, noting that we anticipate these groups will need to get together (independently) on a number of occasions in a facilitated environment to get across and discuss all the relevant financial, legal, historical, engineering etc. issues. Please also consider bringing the groups together after a number of iterations for a number of combined facilitated meetings.

Council is also committed to testing the findings of the Citizen Advisory Board with the greater community including:

- other canal and lake front property owners (approx. 1,200 properties)
- other city ratepayers (approx. 65,000 properties)

Please ensure your response also addresses how any terms of reference might protect the impartiality, privacy of participants and validity of the process in this potentially divisive engagement.

Note, we also want the Citizen Advisory Board to sign off on the findings – whatever they are - so that Council can consider and rely on these in its decisions.

### Indicative costs

Please provide indicative costs (we understand that a firm quote would not be possible until the decision on process is finalised).

As all quote respondents may not be able to both plan and execute this Community Consultation program, please quote separately on:

1. Community engagement planning, and
2. Community engagement delivery and reporting (three phases – pre-engagement, engagement, and testing of results).

Note, any 'inform' or 'notification' activities would be delivered by Redland City Council's Communications, Engagement and Tourism officers leveraging existing media channels / relationships, so please exclude any of these costs in your proposal. Please provide a list of activities in your planning so we can confirm our ability to deliver the proposed activities.

### Indicative timings

Please outline indicative timings.

Note, we have committed to engage with the whole community on this issue, with activities beginning in September, and are conscious of avoiding engagement during the immediate lead up to Christmas and early January.

Please provide your response by **COB Friday the 11<sup>th</sup> of August**.

Pages 19 through 26 redacted for the following reasons:

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1 August 2017

## Canals Engagement - Articulous Submission Clarification Meeting

Time: 10:00-11:00

Location: RCC

Attendees : Amanda Newbery, Bernard Houston, Luke Myers (Articulous), Tracey Walker, Tracey Justice, Gerard Noon, John Dujmovic

### Minutes

1. RCC provided an overview of where we were in the submission evaluation process and where to from here.
2. Articulous advised they believed it possible to bring their submission by:

Sch. 4 part 3 factor 2

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9. Sch. 4 part 3 factor 2

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14. Articulous agreed to respond in writing by COB Monday with a revised submission / proposal addressing everything discussed.





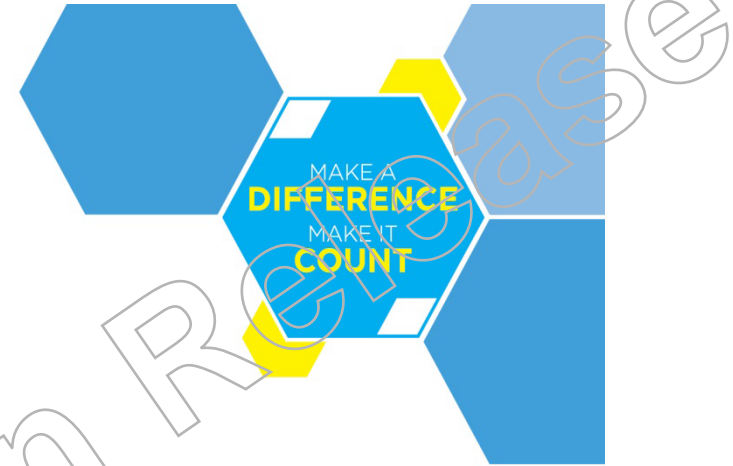
MAKE A  
**DIFFERENCE**  
MAKE IT  
**COUNT**

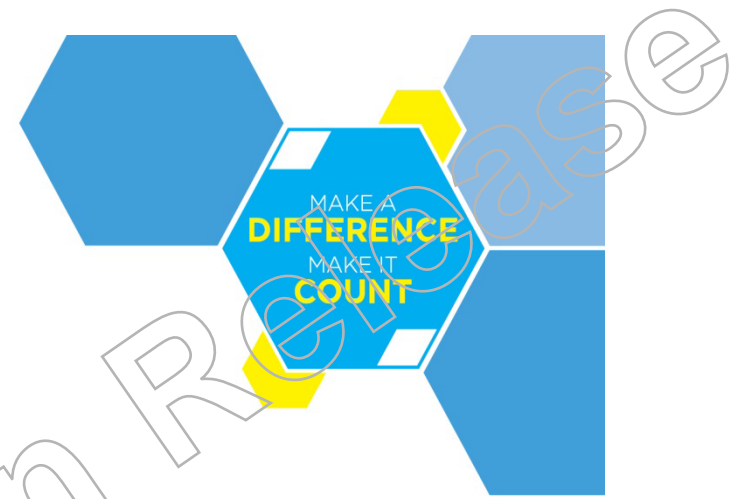
# Community Engagement on Canal and Lake Estate Activities and Costs



# Agenda

- Background and Brief
- Procurement Process
- Consultant and CET Tasks
- Consultant and CET Costs
- Decisions Required





# BACKGROUND AND BRIEF

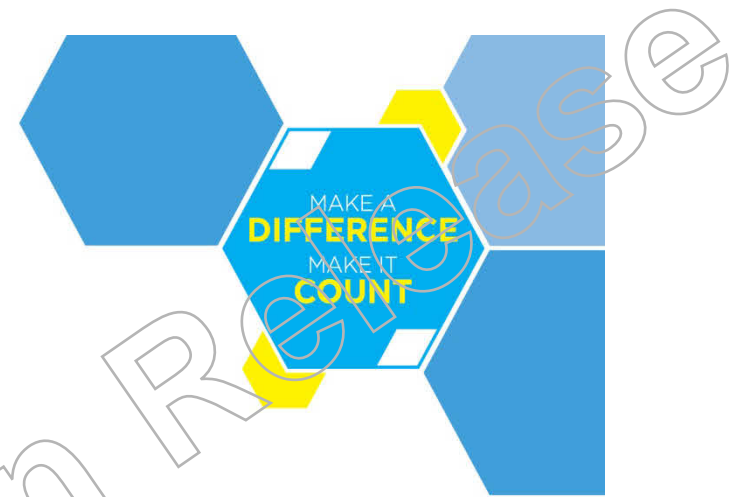
# Background and Brief

## Three Canal and Lake Estates:

- Raby Bay
- Aquatic Paradise
- Sovereign Waters

## Canal and Lake Estate Activities and Costs:

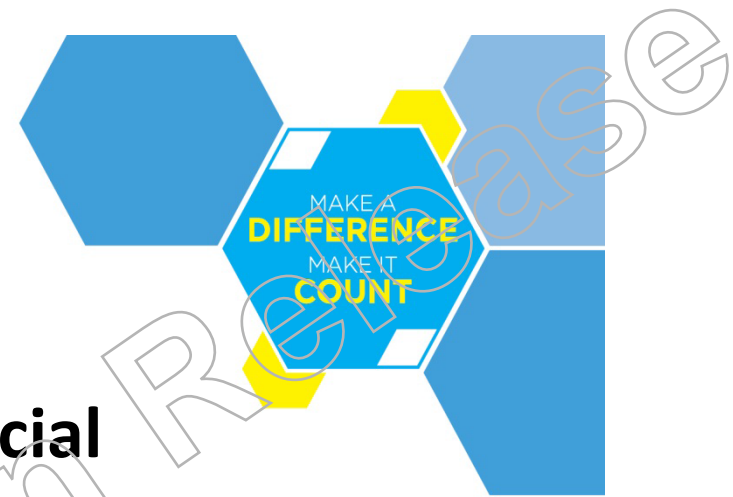
- Maintenance of the canals and lakes to ensure they can be navigated not only by estate residents but by the broader group of residents and visitors to the city
- Upgrades, maintenance and monitoring of revetment walls of properties on the canals and lake



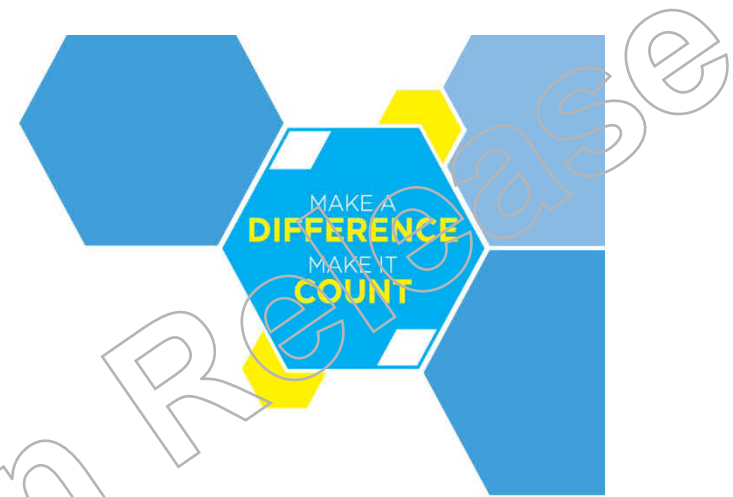
# Background and Brief

## **Council resolution 26 June 2017 (Special Meeting)**

*Consultation will be held with the wider Redlands community during 2017-2018 about the best way to manage the activities and that conversation will guide future decisions about funding contributions.*



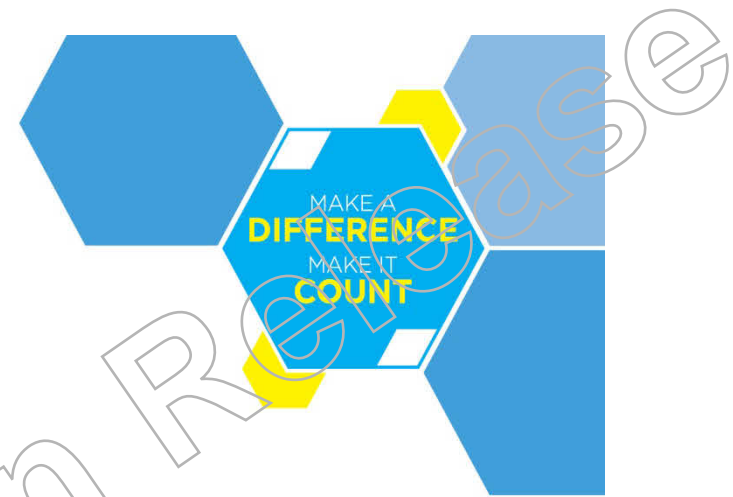
# Background and Brief



## Community Engagement Questions:

1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated, not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?

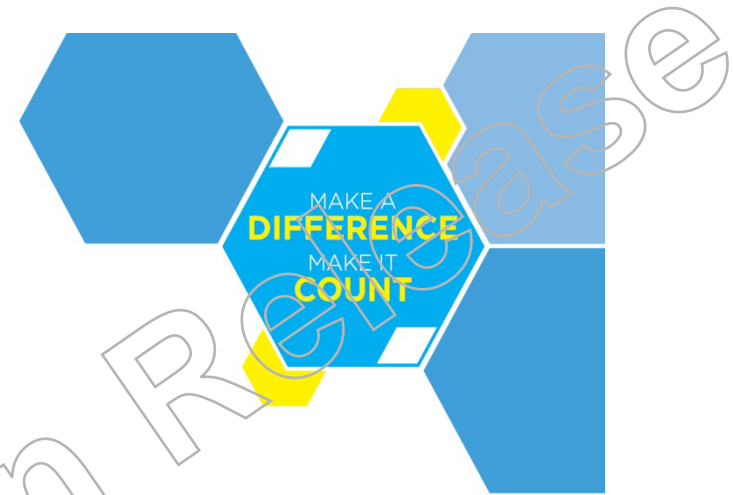
# Background and Brief



## Community Engagement Questions:

2. How should canal and lake maintenance activities such as dredging and bedlevelling be paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?

# Background and Brief

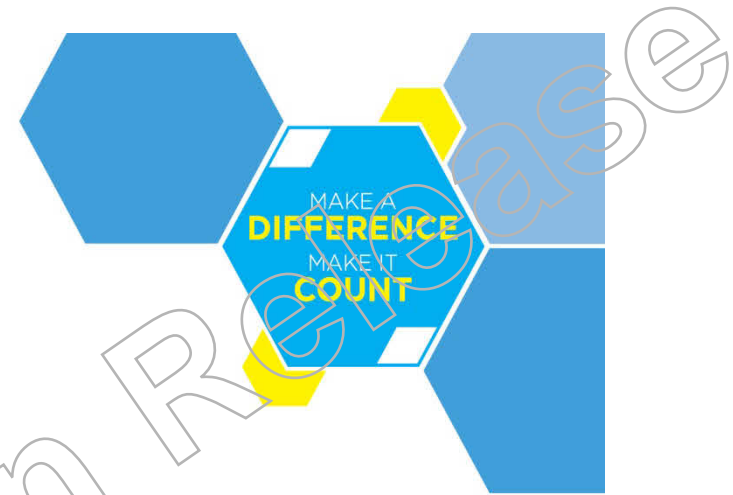


## Community Engagement Questions:

3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?



# Background and Brief



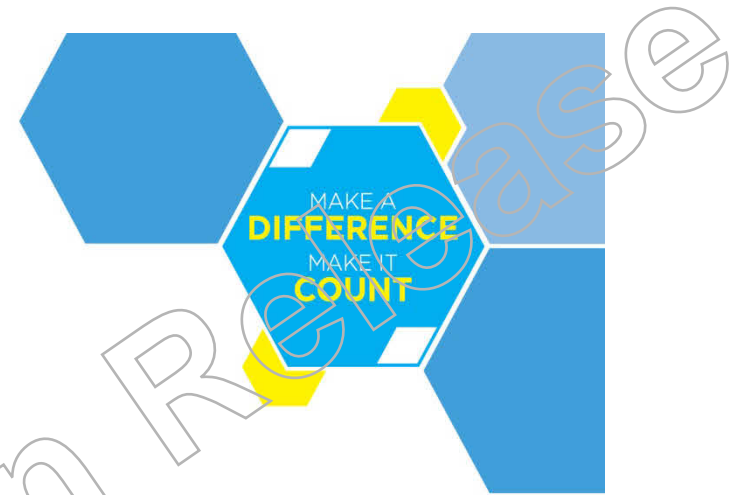
## Community Engagement Questions:

4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)

# Background and Brief

## Community Engagement Questions:

5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

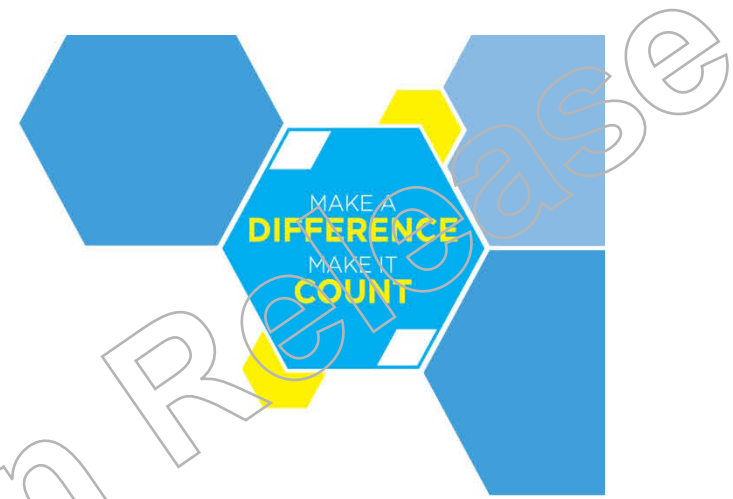


# Background and Brief

## Councillors agreed:

- To engage city-wide
- To engage at the 'Involve' level on the IAP2 Spectrum
- To engage using a Citizen Advisory Board (and manage composition and recruitment of this Board so that it is beyond reproach)
- To engage on the 'questions' and 'process' with those most impacted by these decisions
- That CET invite specialist community engagement consultants to quote on this project





# PROCUREMENT PROCESS

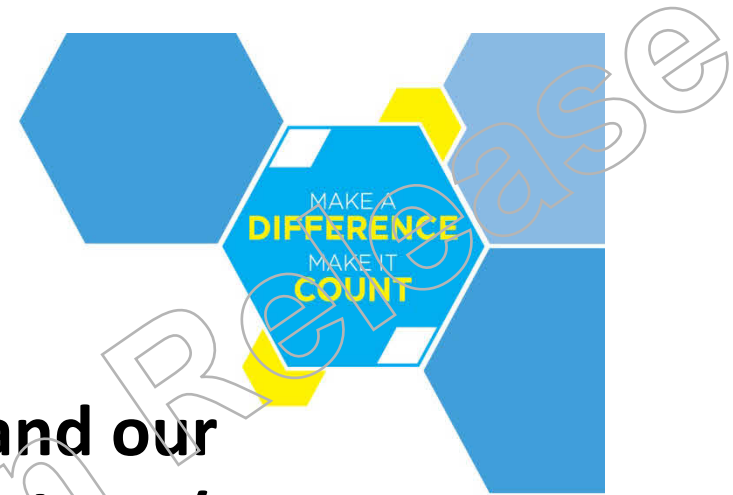
# Procurement process

**We invited Australia's leading specialist community engagement consultants to respond to our brief, including:**

- Engagement Plus
- Articulous
- Max Hardy
- newDemocracy
- Twyfords

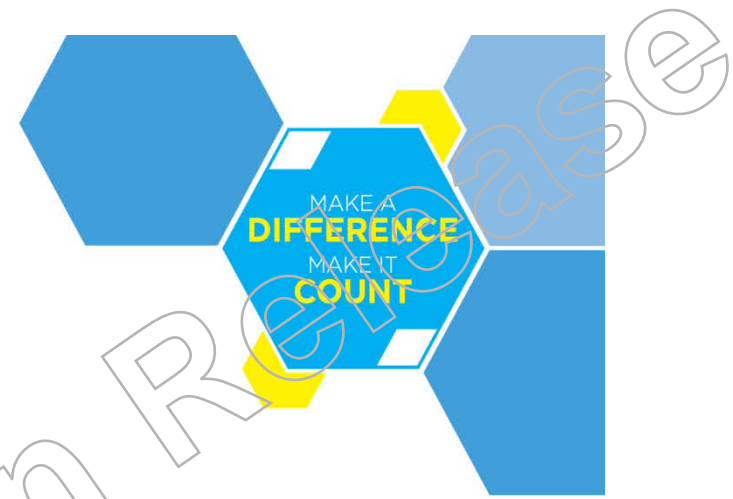


# Procurement process



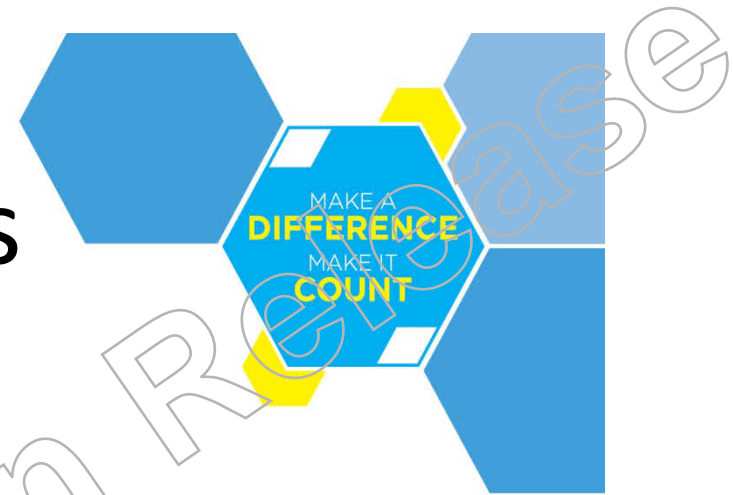
**We received one (1) formal response, and our recommendation is that the joint Articulous / Max Hardy proposal be accepted because of:**

- the quality of the project team
- the quality of their submission - including their response to all the elements / risks in our brief
- their responsiveness to our need to reduce spend without compromising quality of the process or outcomes - we negotiated a saving of \$27,520 + gst



# CONSULTANT AND CET TASKS

# Consultant and CET tasks

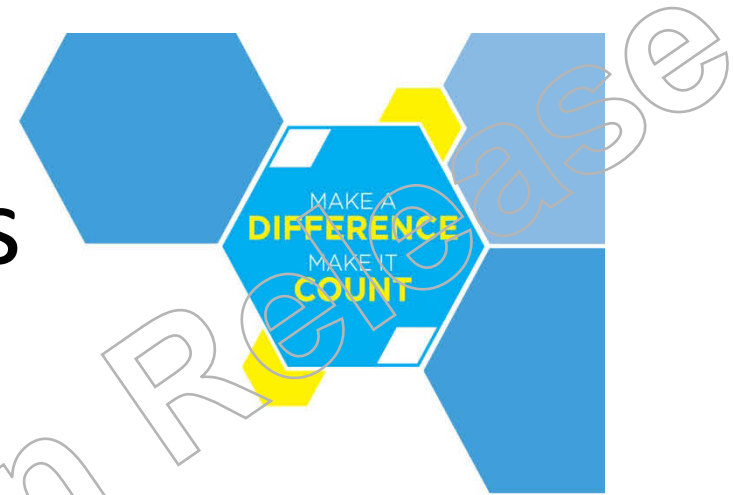


## Consultant Tasks (60 days):

- Strategy and planning
- Develop terms of reference
- Liaise with experts
- Develop Citizen Advisory Board information packs
- Planning and facilitation of workshops with:
  - Citizen Advisory Board x 4
  - Ratepayers Associations x 5
- Prepare recommendations report
- Neutrality, commitment to process, fairness etc.



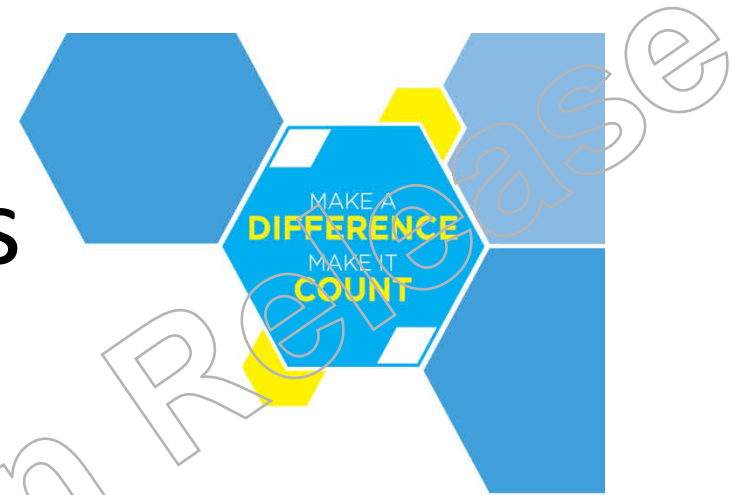
# Consultant and CET tasks



## CET Tasks (286 days):

- **Community Engagement Officer (87 days)**
  - Execute the engagement plan, including engaging the city on Citizen Advisory Board workshop findings
  - Planning, attending and following up from workshops
  - Briefing external consultants including market research and panel recruitment specialist
- **Communications Officer (83 days)**
  - Execute the communications plan, including preparing press releases, fact sheets, web updates, liaising with media etc.

# Consultant and CET tasks



## **CET Tasks (286 days):**

- Secretarial Support (75 days)
  - Attend workshops, prepare and distribute minutes, liaise with printers, mailroom, Post, caterers, venues etc.
- Graphic Design Support (24 days)
  - Design deliberative panel info packs, fact sheets, display ads, etc
- Social Media Support (17 days)
  - Build and maintain the Yoursay project site, and post regularly on both this site and on Social Media to create awareness and understanding of the project, and involve the broader community

# Consultant and CET tasks

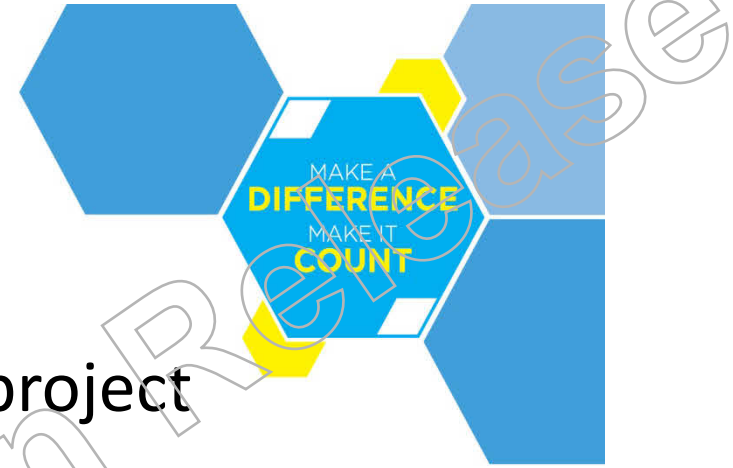


Item	Description	Cost (incl gst)
<b>Articulous and Max Hardy</b>	Includes Strategy and Planning, Workshop Facilitation, Market Research, Citizen Advisory Board Recruitment & Stipend	Sch. 4 part 3 factor 2
<b>Communication Engagement and Tourism</b>	Includes Engagement, Communication, Secretarial, Graphic Design & Digital Officer Support over 7 months	<b>\$129,439</b>
<b>RCC Internal Costs Allowance</b>	Includes allowances for Media, Print, Distribution, Hall Bookings, Catering etc.	<b>\$58,000</b>
<b>External Experts Allowance</b>	Allowance for Consulting Surveys, Engineers, Lawyers, etc. as required	<b>\$40,000</b>
<b>Projected Total Cost</b>		

# Decisions required

- Appoint the Articulous / Max Hardy project partnership
- Recruit the CET officers required
- Commence engagement with those most impacted by these decisions on the 'questions' and 'process'

*Council letters to canal and lake property owners, and Council's website advised that community engagement would commence in September 2017*



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SUBMISSION CLARIFICATION	
<b>Proposal Name:</b>	<b>Redlands August 2017 Engagement on how we manage and pay for canal and revetment wall activities</b>
<b>Tender Number:</b>	NA
<b>Date:</b>	6 October 2017
<b>Response Due:</b>	<b>9 October 2017 at 5:00pm</b>
<b>Company Name:</b>	Articulous Communications
<b>RCC Contact Officer (to respond to)</b>	John Dujmovic email: john.dujmovic@redland.qld.gov.au

We have a small number of remaining requests for clarification:

### Details of clarification request

#### General items

Please consider alternate panel recruitment methods (to the end of reducing time and cost to deliver), while ensuring that the process remains rigorous.

Please consider alternate panel structures, that will achieve the same end but reduce costs (such as stipend, catering etc)

Please address your clarifications to the RCC Officer detailed above no later than **9 October 2017 at 5:00pm**.

Yours sincerely

John Dujmovic  
Senior Engagement Advisor  
**Redland City Council**

Right to Information Release



## Redland CITY COUNCIL

SUBMISSION CLARIFICATION	
<b>Proposal Name:</b>	Redlands August 2017 Engagement on how we manage and pay for canal and revetment wall activities
<b>Tender Number:</b>	NA
<b>Date:</b>	25 August 2017
<b>Response Due:</b>	<b>30 August 2017 at 5:00pm</b>
<b>Company Name:</b>	Articulous Communications
<b>RCC Contact Officer (respond to)</b>	John Dujmovic email: john.dujmovic@redland.qld.gov.au

Thank you for your submission.

The Evaluation Team is currently evaluating the responses received for the above project. In order to progress further with the evaluation of your submission, the Evaluation Team requests the following clarifications:-

Details of clarification request.

1. You propose that panellists will be randomly selected. Your proposal does not include a section detailing how you were guided by any relevant professional guidelines, best practice or prior learning in arriving at your recommended group composition as requested. Panel composition that is representative, fair (given the varying levels of benefit enjoyed by those who do and do not live on the canals / lake), and defensible is critical to community acceptance of this process.
2. Your proposal refers to sections that are not in your response including Insurances and Agreement. Is there content that you wish to add?
3. Your proposal does not address our request for indicative timings.
4. Your Outline of Method diagram shows 2 streams of engagement, ie 1. With the whole city and 2. With a single panel of 40 participants, however in Deliverables you identify what appears to be a third stream ie "Workshop with representatives of canal / lake ratepayers associations. Please clarify whether you propose 2 or 3 streams of engagement?
5. Table 2 – 'Travel and other expenses' suggests that Max Hardy will be present on 3 occasions. If this is the case who will facilitate the other workshops, orientation meeting and meetings with key residents groups?
6. The balance of clarification requests are to do with the Our Fees section.



- a. Item 1 Line 1 Strategy Development. Please clarify deliverables received for Sch. 4 part 3 factor 2
  - b. Item 11.2 Line 1 - 'Development of recruitment kit and script for deliberative panel for [redacted] appears to be a cost duplicated in 12.1 Panel Recruitment for [redacted] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
  - c. Item 11.2 Line 3. Recruitment of deliberative panel [redacted] appears duplicated in 12.1 Panel Recruitment for [redacted] where 'Development of invitation' etc is also listed. Please clarify which cost will apply.
  - d. Item 11.2 Line 5 Create a special Bang the Table sign in portal. Please revise your quotation to exclude the creation of a special sign in portal – a function which would be completed by the RCC Digital Team.
  - e. In each phase you identify preparation for workshops with representatives of canal / lake ratepayers associations (preceded by 'Meetings with key resident groups'). You have allowed 10.5 days (approaching 80 hours) or [redacted] for these meetings. Please confirm this is correct.
  - f. Item 11.2 Line 11. Please list deliverables for two separated costs ie [redacted] in this line item.
  - g. Item 11.2 Line 12. Please clarify difference to item above. Please list deliverables for two separated costs ie [redacted] in this line item.
  - h. Item 11.2 Line 15. Broad engagement on outcomes of launch activities and first deliberative workshop - please confirm deliverables.
  - i. Note, there appears to be an error in the calculation of gst total amount.
7. Local Government procurement policy requires that the total value of this project fall under \$200,000 including gst, or we are required to go to open tender. We are hopeful that through revision of deliverable and associated allowances the projected project cost can be reduced below the required threshold and include allowances for recruitment, market research and stipends.

Please submit this information to meet the above requirements to the RCC Officer detailed above no later than **30 August 2017 at 5:00pm**

Yours sincerely

John Dujmovic  
Senior Engagement Advisor  
**Redland City Council**

# briefing note

**To:** Councillors

**Date:** Monday, 11 September 2017

**From:** Tracey Walker, Group Manager CET

**Subject:** Community Consultation on the Canal Activities and Costs

## CONFIDENTIAL

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### SUMMARY

The following confidential briefing note sets out the recommended community consultation approach (and costs) for city wide engagement on canal and lake activities and costs.

### BACKGROUND

#### KEY DRIVERS

1. Council has publically committed to city-wide consultation

In letters to canal and lake property owners Council committed to city-wide engagement on how we pay for canal and lake activities and costs. We committed to consultation commencing in September 2017.

2. Councillors agreed to consult on canal and lake costs (Council resolution 26 June 2017 – Special Meeting)

*Consultation will be held with the wider Redlands community during 2017-2018 about the best way to manage the activities and that conversation will guide future decisions about funding contributions.*

3. Councillors put parameters on how this engagement should be conducted (25 July 2017 – Councillor Workshop)

To help ensure impartiality (and mitigate risks), in Councillor workshop on 25 July 2017, Council decided to:

- Engage city-wide
- Engage at the 'involve' level on the IAP2 Spectrum of Public Participation
- Engage using a Citizen's Advisory Board
- Engage with those most impacted on both 'questions' and 'process'
- Use an independent, specialist external community engagement consultant
- Councillors also agreed on 5 questions to ask the community:
  - 1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated,

not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?

- 2. How should canal and lake maintenance activities such as dredging and bedlevelling be a paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?
- 3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
- 4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
- 5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

## PROCUREMENT PROCESS

Council invited Australia's leading specialist community engagement consultants to respond to our brief, including:

- Engagement Plus
- Articulous
- Max Hardy
- newDemocracy
- Twyfords

Council received one (1) formal response, and our recommendation is that the joint Articulous / Max Hardy proposal be accepted because of:

- the quality of the project team
- the quality of their submission - including their response to all the elements / risks in our brief
- their responsiveness to our need to reduce spend without compromising quality of process or outcomes

## CONSULTANT AND COUNCIL TASKS

### Consultant Tasks (60 Days)

- Strategy and planning
- Develop terms of reference
- Liaise with experts
- Develop Citizen Advisory Board information packs
- Planning and facilitation of workshops with:
  - Citizen Advisory Board x 4
  - Ratepayers Associations x 5
- Prepare recommendations report
- Neutrality, commitment to process, fairness etc

# briefing note

## Council Tasks (286 Days)

- Community Engagement Officer (87 days)
  - Execute the engagement plan, including engaging the rest of the city who are not on the Citizen Advisory Board, and engaging them on the findings of the panel.
  - Planning event logistics, attending and following up from 9 workshops
  - Briefing external consultants including market research and panel recruitment specialist
  - Answer enquiries
- Communications Officer (83 days)
  - Execute the communications plan, including preparing press releases, fact sheets, web updates, liaising with media, columns etc
- Secretarial Support (75 days)
  - Attend 9 workshops, prepare and distribute minutes, liaise with printers, mailroom, caterers, venues and Australia Post for coordinating distribution of 10-12k invitations to recruit panellists
- Graphic Design Support (24 days)
  - Design deliberative panel information packs, invitations, fact sheets, display ads, etc
- Social Media Support (17 days)
  - Build and maintain the Yoursay project site, and post regularly on both this site and on Social Media to create awareness and understanding of the project, and involve the broader community in it

## CONSULTANT AND COUNCIL COSTS

Item	Description	Cost (incl. gst)
Articulous and Max Hardy	Includes Strategy and Planning, Workshop Facilitation, Market Research, Citizen Advisory Board Recruitment and Stipend	Sch. 4 part 3 factor 2
Communication, Engagement and Tourism	Includes Engagement, Communication, Secretarial, Graphic Design and Digital Officer Support for 6-7 months	\$129,439
RCC Internal Costs Allowance	Includes allowances for Media Advertising , Print, Distribution, Hall Bookings, Catering etc	\$58,000
External Experts Allowance	Allowance for Consulting Surveys, Engineers, Lawyers, etc as required	\$40,000
	<b>Projected Total Cost</b>	

## RECOMMENDATIONS

- Appoint the Articulous / Max Hardy project partnership
- Support budget for Council human resources, collateral and external experts
- Commence engagement with those most impacted by these decisions on the 'questions' and 'process' in September 2017

# briefing note

## ATTACHMENTS

1. Confidential Articulous Proposal

Right to Information Release

# briefing note

## NOTED AND RECOMMENDED

\_\_\_\_\_  
Tracey Walker  
**Group Manager Communication, Engagement and Tourism**

### Comments:

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## NOTED AND RECOMMENDED

\_\_\_\_\_  
John Oberhardt  
**General Manager, Organisation Services**

### Comments:

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## APPROVED / NOT APPROVED

\_\_\_\_\_  
Councillor Name

\_\_\_\_\_  
Councillor Signature

### Comments:

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Right to Information Release



# briefing note

**To:** Councillors

**Date:** Monday, 11 September 2017

**From:** Tracey Walker, Group Manager CET

**Subject:** Community Consultation on the Canal Activities and Costs

---

## SUMMARY

The following briefing note sets out the recommended community consultation approach (and costs) for city wide engagement on canal and lake activities and costs.

## BACKGROUND

### KEY DRIVERS

1. Council has publically committed to city-wide consultation

In letters to canal and lake residents at the end of 2016, Council committed to city-wide engagement on how we pay for canal and lake activities and costs. We committed to consultation commencing in September 2017.

2. Councillors agreed to consult on canal and lake costs (Council resolution 26 June 2017 – Special Meeting)

*Consultation will be held with the wider Redlands community during 2017-2018 about the best way to manage the activities and that conversation will guide future decisions about funding contributions.*

3. Councillors put parameters on how this engagement should be conducted (25 July 2017 – Councillor Workshop)

To help ensure impartiality (and mitigate risks), in Councillor workshop on 25 July 2017, Council decided to:

- Engage city-wide
- Engage at the 'involve' level on the IAP2 Spectrum of Public Participation
- Engage using a Citizen's Advisory Board
- Engage with those most impacted on both 'questions' and 'process'
- Secure pricing from specialist external community engagement consultants
- Councillors also agreed on 5 questions:
  - 1. How should we manage canal and lake maintenance activities such as dredging and bedlevelling to ensure the canals and lake can be navigated,

not only by residents of Raby Bay, Aquatic Paradise and Sovereign Waters, but also by a broader group of residents and visitors to the city?

- 2. How should canal and lake maintenance activities such as dredging and bedlevelling be a paid for to ensure the canals and lake can be navigated, not only by canal and lake residents but also by a broader group of residents and visitors to the city?
- 3. Should we consider whether residents who live close to, but not on the water in these estates pay a lesser levy for canal access and for the amenity of the area, even though they don't have revetment walls on their properties?
- 4. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be managed? (eg. should Council continue to deliver these services, or should residents take responsibility with Council overseeing via a compliance system?)
- 5. How should upgrade, maintenance and monitoring of revetment walls of properties on the canals and lake be paid for?

## PROCUREMENT PROCESS

We invited Australia's leading specialist community engagement consultants to respond to our brief, including:

- Engagement Plus
- Articulous
- Max Hardy
- newDemocracy
- Twyfords

We received one (1) formal response, and our recommendation is that the joint Articulous / Max Hardy proposal be accepted because of:

- the quality of the project team
- the quality of their submission - including their response to all the elements / risks in our brief
- their responsiveness to our need to reduce spend without compromising quality of process or outcomes

## CONSULTANT AND C&T TASKS

### Consultant Tasks (60 Days)

- Strategy and planning
- Develop terms of reference
- Liaise with experts
- Develop Citizen Advisory Board information packs
- Planning and facilitation of workshops with:
  - Citizen Advisory Board x 4
  - Ratepayers Associations x 5
- Prepare recommendations report
- Neutrality, commitment to process, fairness etc

# briefing note

## CET Tasks (286 Days)

- Community Engagement Officer (87 days)
  - Execute the engagement plan, including engaging the city on Citizen Advisory Board workshop findings
  - Planning, attending and following up from workshops
  - Briefing external consultants including market research and panel recruitment specialist
- Communications Officer (83 days)
  - Execute the communications plan, including preparing press releases, fact sheets, web updates, liaising with media etc
- Secretarial Support (75 days)
  - Attend workshops, prepare and distribute minutes, liaise with printers, mailroom, Post, caterers, venues etc
- Graphic Design Support (24 days)
  - Design deliberative panel info packs, fact sheets, display ads, etc
- Social Media Support (17 days)
  - Build and maintain the Yoursay project site, and post regularly on both this site and on Social Media to create awareness and understanding of the project, and involve the broader community in it

## CONSULTANT AND CET COSTS

Item	Description	Cost (incl. gst)
<b>Articulous and Max Hardy</b>	Includes Strategy and Planning, Workshop Facilitation, Market Research, Citizen Advisory Board Recruitment and Stipend	Sch. 4 part 3 factor 2
<b>Communication, Engagement and Tourism</b>	Includes Engagement, Communication, Secretarial, Graphic Design and Digital Officer Support over 7 months	<b>\$129,439</b>
<b>RCC Internal Costs Allowance</b>	Includes allowances for Media, Print, Distribution, Hall Bookings, Catering etc	<b>\$58,000</b>
<b>External Experts Allowance</b>	Allowance for Consulting Surveys, Engineers, Lawyers, etc as required	<b>\$40,000</b>
	<b>Projected Total Cost</b>	

## RECOMMENDATIONS

- Appoint the Articulous / Max Hardy project partnership
- Recruit the CET officers required
- Commence engagement with those most impacted by these decisions on the 'questions' and 'process'
- Commence engagement in September 2017

# briefing note

## ATTACHMENTS

1. Confidential Articulous Proposal
2. Canal Engagement Estimate of Internal RCC Costs

Right to Information Release

# briefing note

## NOTED AND RECOMMENDED

\_\_\_\_\_  
Tracey Walker  
**Group Manager Communication, Engagement and Tourism**

### Comments:

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## NOTED AND RECOMMENDED

\_\_\_\_\_  
John Oberhardt  
**General Manager, Organisation Services**

### Comments:

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## APPROVED / NOT APPROVED

\_\_\_\_\_  
Councillor Name

\_\_\_\_\_  
Councillor Signature

### Comments:

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Pages 99 through 104 redacted for the following reasons:

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Copy

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## Debra Weeks

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**Subject:** Councillor/ELT Workshop - Update Councillors on city-wide engagement on canal and lake costs  
**Location:** Chambers  
**Start:** Wed 13/09/2017 11:30 AM  
**End:** Wed 13/09/2017 12:30 PM  
**Recurrence:** (none)  
**Meeting Status:** Not yet responded  
**Organizer:** Fiona McCandless

Please accept this appointment into your calendars for the Workshop listed below:

### Request for Workshop Approval

**Department:** Communication, Engagement and Tourism

**Facilitator:** Tracey Walker/John Dujmovic

**Date of Workshop:** Wednesday 13<sup>th</sup> September, 2017.

11:00-12:00noon

**Duration of Workshop:** 1 hour

**Topic:** Update Councillors on city-wide engagement on canal and lake costs

**Guidance required by Councillors/ELT:** Approval to proceed including engage consultant

**Urgency / Time Dependencies:** Council has committed to commencing community consultation in September 2017

**Papers to be provided (Yes or No – If no, why?):** Yes – Articulous Proposal, RCC costs sheet



Fiona McCandless

PA to General Manager Organisational Services

Redland City Council | PO Box 21 Cleveland 4163

**Ph:** (07) 3829 8280 | **Email:** [fiona.mccandless@redland.qld.gov.au](mailto:fiona.mccandless@redland.qld.gov.au)

**Fax:** (07)3829 8765

I acknowledge the traditional custodians of the lands and seas where I work. I pay my respects to Elders, past, present and future.





edland City Council

nal and lake special charges review

otemeber 2017

Pages 107 through 127 redacted for the following reasons:

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Access refused - Sch. 4 part 3 factor 2

Right to Information Release

## DELEGATED AUTHORITY REPORT

### Community Engagement Services for the Review of Canal and Lake Special Charges

The Communication, Engagement and Tourism unit has undertaken a procurement process for the above consulting services.

The commencement date for the arrangement is 13/10/2017 for a period of approximately five (5) months.

There is no budget allocation in the 2017/2018 financial year for this project, but it was proposed by the Mayor and decided by Council in a workshop on 4/10/2017 to engage external consultants to lead this community consultation.

RCC invited five (5) firms to respond, and received one (1) submission from suppliers qualified to complete this type of work. No submissions were received from contractors within RCC boundaries.

The Evaluation Panel followed due process and recommends that the submitters of the Articulous and Max Hardy joint submission be appointed as the successful service providers for this specialised service.

The Evaluation Panel considers the joint submission from Articulous and Max Hardy to provide this service for the best value for money for the following reasons:-

- Quality of proposed solution - including the extent to which their guidance concerning citizen committee composition and recruitment could be defended as valid, fair, and supported by contemporary research and best practice.
- Quality of submission - including their recognition of and response to all the prescriptive elements in our brief including:
  - Council's decision to engage at 'involve' level on the IAP2 Spectrum of Public-Participation
  - Council's decision to engage city-wide
  - Council's decision to engage using a citizen's advisory panel
  - Council's need to ensure that composition and recruitment of the citizen's advisory panel be beyond reproach
  - Council's decision to pre-engage with those most impacted on both 'question' and 'process'
  - Consideration be given to engaging a relevant, unbiased 3<sup>rd</sup> party such as the Ombudsman to review the process
  - Council's decision to deliver outcomes by March, 2018
  - Council's need for the solution to consider the following risks:
    - This will be an emotionally charged topic for some residents
    - This decision will have an economic impact on some residents
    - The canals and lake give varying levels of benefit to different community members.
- Quality and accessibility of project team – including that they:
  - Are recognised by IAP2 and others as leaders in contemporary engagement practice
  - Are experienced in the planning and delivery of complex consultations such as this
  - Have deep background knowledge of Redland City Council, and the Redlands Community
  - Engage using a project team in which each individual, including the project lead, strategist, and facilitators are all senior, experienced operators.

RCC reduced costs by negotiating:

- On the daily rate
- On the number of days allocated for various of the deliverables
- That certain costs should be absorbed by the Articulous and Max Hardy partnership, and
- That certain deliverables could be more cost effectively done by RCC in house

As Council's delegate, your approval is required to:

Accept the submission to procure Community Engagement Services for the Review of Canal and Lake Special Charges

1. Community Engagement Services for the Review of Canal and Lake Special Charges
2. Commencing on 13 October 2017 for an awarded amount of:
  - a. Sch. 4 part 3 factor 2
3. Make, vary and discharge the contract in accordance with the agreed contract terms for any changes;
4. Nominate an appropriate RCC Officer with the appropriate delegation to vary the contract in accordance with the:
  - Agreed terms and conditions;
  - Council budget; and
  - Instrument of Delegation; and
5. Advise Procurement Services of your decision and comments by return email with authorisation to allow Procurement Services Unit to use your electronic signature on all relevant documents for this process;

DETAILS OF DELEGATED AUTHORITY	
Decision	Choose an item
Comments	
Signature	
Date	
Name of Responsible Officer	
Position of Responsible Officer	
Decision	Approved
Comments	
Signature	
Date	
Name of Responsible Officer	Tracey Walker
Position of Responsible Officer	Group Manager Communication, Engagement and Tourism
Decision	Choose an item.
Comments	
Date	
Name of Delegated Authority	John Oberhardt
Position of Delegated Authority	General Manager Organisational Services

Pages 3 through 27 redacted for the following reasons:

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Access refused Sch. 4 part 3 factor 2  
Copy

Right to Information Release

# City workshop Canal Workshop

## Draft instruction:

- Tracy — break question into 2  
— Activities — Maintenance  
— Costs  
Paul — who

Questions

→ Maintenance / repair  
How should they pay

Aquatic Paradise — Tingalpa Creek  
will ~~not~~ be dredged all  
the way → and agree a  
State Govt responsibility.

CS

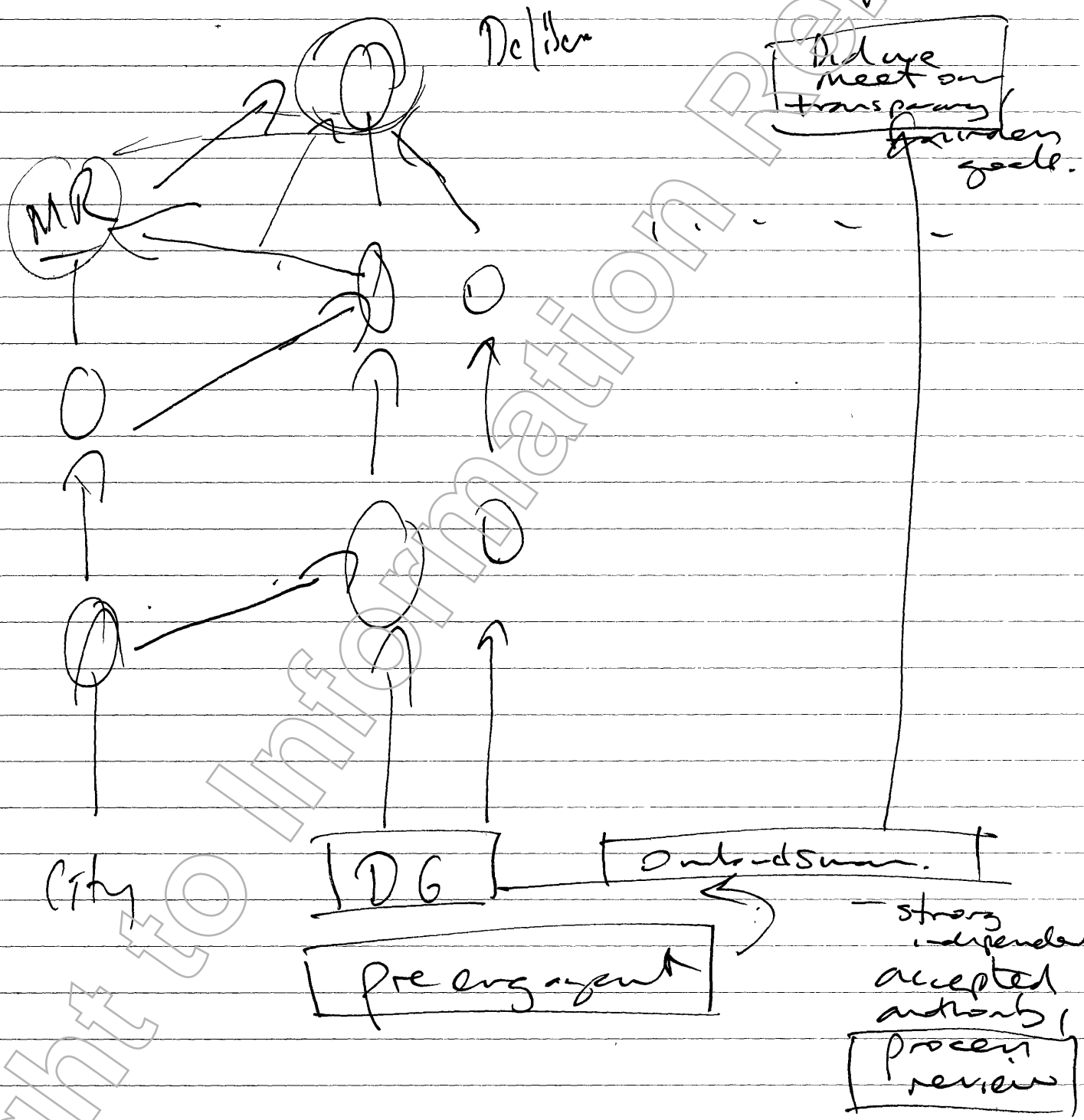
Mark Edwards →

Create criteria → rates 1-3 based  
consultation.

- Paul Rich — by discussion of canals  
— re benefit to city  
— Balance of views  
— Liability — if shared  
benefit ...  
— Long term canal view on  
Coastal processes "SMTZ"

- ✓ - Matt Hardy (C)
- ✓ - Acharius (Br)
- New Democrats
- ✓ - Twifords (Nargate)
- ✓ - Engaged Plus (Snoh Michelle Freeman)

LEAD



1 To Do

Irrelevant Information

- LE Canals assessment covering assessment material.

• Max Hardy Call PM.

- Brief Canals - circulate to legal, engineering, finance etc

Thurs 3/8 12-1 Standby then Sleep.



new Democracy

(design, recruitment, oversight) non commercial  
(facilitation, comms) commercial

new Dem

Call 10-12

Sch. 4 part 3 factor 3

max Hardy

→ 4:30 pm

- Amanda Newbury  
- Max Hardy  
Team response

Arbitrator  
Lead

spendish  
support re  
deliberation

TO DO

Call Michelle (Engagement Plus) ✓  
3368 3008.

← Jordan Feenan

Michelle Feenan  
Jordan Robinson.

will respond.

Try Leds : 02 4226 4040.

Janelle

John Dergate -

Sch. 4 part 3 factor 3

→ 1 - N2 not what they  
do anymore...

building that  
network -- orgs  
to engage  
collaborate  
competitively

Terms of reference  
— to speak / country  
group only.



Cl  
Bretin

Irrelevant Information

— CAS CG report

Bernard 9:38  
Mark 9:50

Wed.

✓ ~~Final approval~~  
~~documents by~~

Tuesday 8th to docs prepared  
signed 8th.

Irrelevant Information

T2 B

Irrelevant Information

procurement.

(medium) sized contractual arrangement  
\$15k → \$200k + gst.  
(large) \$200k + gst →  
not public. (3.4.4)

Price.

response to  
brief  
elements.

Quality of deliverables submission

Timeliness of deliverables submission.

Innovation.

Local

Quality — overall quality of response to brief.

- strength of response with regards to:
  - consideration of a fair / rigorous process
  - consideration of panel composition.
  - consideration of special requests:

- consider for engagement
- terms of ref to protect impartiality / validity.

process  
— review by independent  
3rd Party.

Completeness — response to all brief elements.

Price — Part A

Part B.

Timing — deliverable? □

10% ~~10%~~ / Quality / experience of project team.

30%.

Quality of Submission / proposal.

- Have outlined a fair, thorough, valid process based on best practice and prior learnings etc.

20%.

Completeness

- ① Have responded to the entire brief
- ② How to consider varying levels of benefit.
- ③ Have considered panel composition / recruited
- ④ terms related to protect participants / process
- ⑤ review (process) by 3rd party

↳ includes activity sheet.

30%.

Price  
value

- Part A  
Part B

(includes media / production costs)

5%.

Timings

5%.

Local

Tracy  
Grand  
John

Amanda Nauberg

David Katorvick

- policy
- Annette then design

Mon 26 June  
2017

referred;

Tues / next wk

- courses / Training (budget)
- + support person

To Do

Annette - Henderson (Call) Meeting

Engagement Plus response / invitation

- See purchasing

not invite 3 only need

- can invite alternate

- wait on procurement to advise how to proceed (Netable)

powerpoints on wall won't reset

- computer switch



Engagement Plan

- all table run
- assessment process.

### Information Session

- went to it with this.
- after is what we

### Assess Articles Submission

- main contractor.

12

questions  
clarification request

meeting to discuss  
with minutes.

Panel 3. (Procurement + ☐ + ☐  
evaluation Chair person).

email Articles doc & Tracy

Natasha

- stipend \$20K
- secretariat support

Can we

pricing

we writing ☐

phone ☐

- verify what's in and out ?
- question <sup>apparent</sup> double ups - recruitment
- ~~stipend~~ - research
- BayTable... - build - workshop / workshop
- moderate questions..

- Expert list.

- Model city engagement program x 3

- just planning - already 5+2 days.

- meeting with key resident groups 2 days.

- workshop with ratespayers assoc 2.5 days.

Panel

Sch. 4 part 3 factor 2

← what

panel workshop

← what

) x 3

- Broad engagement or outreach 3 days.

Team 70 Days.

3 days Nat Hardy

who is facilitating the session 20-30 Days

The Brief

- no response to:

• composition of panel

• timing

- framing sea level rise

- problems:

- avoiding this chat to CTS

- seems to be fairly positive issue as if everyone gets equal benefit.

8.5 Days.

21,000 including

preliminary for

meetings

with

key resident groups.

- diagram incorrect - 3rd column of meetings with ratespayers associations. ?

over \$200K + ~~get~~ inclusive

~~the~~ Legislation must be advertised as a tender.

How to advertise.

1) BtH - (Procurement) ok

2) If no then proper articulation

- who

- timing

- the brief

framing

timing

panel composition

+ price comments.

Feedback

Irrelevant Information

Canals - Tracy Justice

Draft clarifications email for Canals.

11 SEP 2017

# Clarifications meeting Anticubans

Aminda, Luke, Bernard.  
Tracy, Gerard, John.

Info - under

Sch. 4 part 3 factor 2

- 8 → 7.5 hr day
- Bring the table
- Assess other cost - have with recruitment person
- Produce final report - written by Anticubans, but include graphic design.
- Fit research in - Stipend - daily \$125 / day

- 2 Streams. Deliberative.

① Luke ② Parrot



early Nov

including  
niche  
group.

1 including 3 assoc  
8-10 individuals.

- 6-8 weeks for recruitment.

- Random + Representative

has 3 - \$ Clear delineation,  
deliberative facilitator.

Be by March - so not in things concurrently.

- whatever we do, we must start in September...

- Agreeing "representative"
- Recruitment prior to course (so as to not muddy the waters).
- need to block out days so can recruit for those days.
- Can't engage mid Dec - mid Jan

- Graph Design Rec.

- 2 facilitators at each workshop.

Plus + Articulation office

- Can't predict what will come out of deliberative workshops
- 2 → then deliver...

- Stipend

- Monday ~~COB~~

Irrelevant Information

[Redacted]

[Redacted]

[Redacted]

To [Redacted] Ambulans

Irrelevant Information

[Redacted]

- Articlouse response, advertisement appointment

[Redacted]

- Bernard - methodology for random  
media density sampling \$10-12k postage  
baseline content graphic design [RCC]  
advertis plan [RCC]  
postage [RCC]  
no print.

[Redacted]

To D

Irrelevant Information

- Articulate prop / procurement - approval

- [Redacted]

- Activity Plan - medium density

- [Redacted]

- Areas of type

- Prof services contract and terms. 46

- Tracey and events

1) - high level (costs etc)

2) - Contract parts.

3) - timing.

- pre engagement - Sep 16  
be aware



## Next Steps

- Budget approval
- email to Councilors
- appoint Ambassadors
- ~~commence~~ plan Sept presentation on questions

project - update email

am

11-12

Wed 13/9

## New Democracies

- wouldn't quite believe their story - to good to go to

## Engagement Plus

- 'tensions' level of influence + IAP
- didn't like citizens

advisory board

Imbrie - design specialists in capacity building

## Max Hardy

- no problem

And

- no problem

Data to Terra

-

Lower point

# Blueprint

Review of Canal + Lake Special  
charges - CE.

## Background

- Three Estates
  - Baby Bay
  - Aquatic Paradise
  - Sovereign Water
- ~~Mantua~~
- Activities and Costs to
  - Mantua canals & lakes, including  
so as to be navigable including
    - navigation beacon removal
    - canal maintenance
    - canal planning
    - dredging and bed leveling and
    - monitoring
  - Upgrade, maintenance and monitoring  
of reticulation walls
    - reticulation wall upgrade
    - " maintenance
    - " monitoring
- ~~Canals~~ agreed that
  - questions
  - 
  - 
  - 
  - 
  -

- involve level 2 or 1 NP2
- Engage city wide
  - use Citizens Advisory Board
  - Start in September 2014

- We invited 5 CE specialist agencies to respond

-

-

-

-

-

- ~~Just response~~ - Only 1

Antalpas preso.

- Antalpas
- Staffing
- B.A.U.
- Consultants

Journal tasks

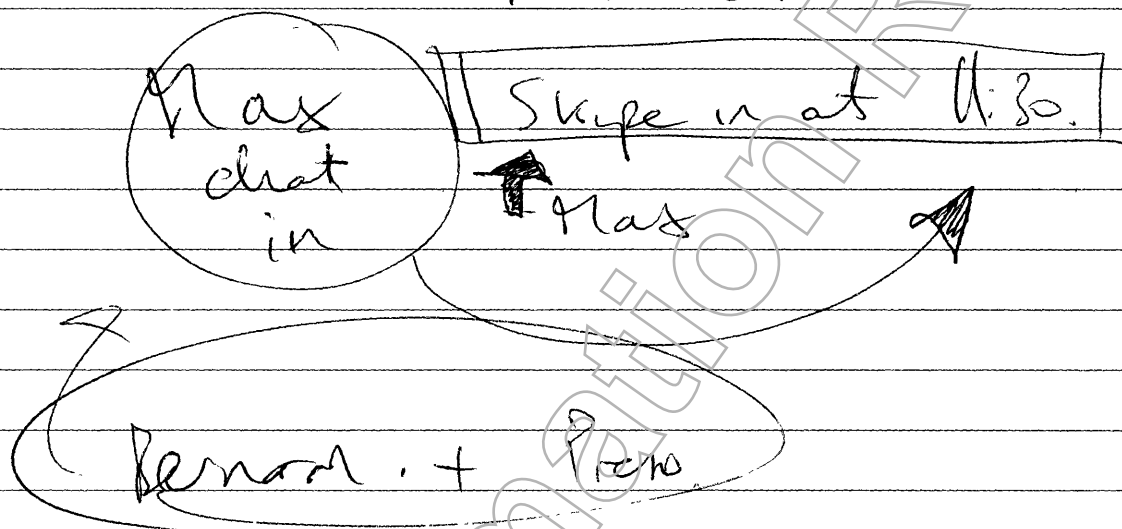
- Daily comms
- Website
- Response to

C = Bernard in person  
+ Max on phone

Amanda

Max	10:30 - 11:30
Amanda	11:45 - 12:45

1 → :00.



Irrelevant Information

C - all good ✓

- 'build trust' at risk

Ch Bishop all good ✓

Mitchell ✓

Colke ✓

Gleeson no

1 room

- Hewlett ✓

if Maya says yes ✓

Let's Go

as is

Ch Hewlett - fixing of Council  
C/E done

indicative figure . Council

2012 C/E on Councils / Special  
charges

# C Canals

Canal

- I have asked others to explore the way to reduce cost
- this is low
- seeking your endorsement or C.E. at last meeting

Elle to  
Bishop.  
Nithel  
Hendel  
Calle  
Edwards  
Hanger  
Wendy.

- other way

New

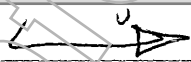
New Table

pressed (new cost column).

Sch. 4 part 3 factor 2



Particulars



Appliances

instead of market.

(40) (60)

do £OI in a market to cover residents ... create buckets ...

if also going to ask residents for means



La committee / not panel  
meet 3 times

✓ asked  
then funded  
↓  
report.