

EXAMPLE

AGREEMENT FOR THE EXPENDITURE OF THE NORTHLAND REGIONAL COUNCIL ENVIRONMENT FUND

AGREEMENT between: «rfcontact1_fgvnnames»«rfcontact1_fsurname»
on behalf of <Organisation (if applicable)> (The **Grantee**)

and the **NORTHLAND REGIONAL COUNCIL** (The **Council**)

1. «rfcontact1_fgvnnames»«rfcontact1_fsurname» agrees to complete the works listed in Schedule 1 of this agreement (Schedule 1) **to the satisfaction of the Northland Regional Council Field Officer** named in Schedule 1 (the Field Officer) by <insert date>
2. Any changes to the works listed in Schedule 1 must be pre-approved by the Field Officer.
3. «rfcontact1_fgvnnames»«rfcontact1_fsurname» shall notify the Field Officer that the works have been completed and submit a written claim (the Claim) for reimbursement for the cost of those Schedule 1 works (including as amended by pre-approval under clause 2) already incurred.
4. The Claim shall be supported by receipts and other evidence of expenditure.
5. The Claim shall not exceed the “\$total amount awarded from Fund” including GST.
6. Once notified that the works are complete, the Field Officer will inspect the works.
7. If the Field Officer is satisfied that the works have been completed to the standard detailed in schedule 1 (including changes approved under clause 2) **and** that the Claim is supported by **appropriate receipts and evidence**, the Field Officer will inform the Council in writing (using the monitoring form) that the standard has been met. The Council will then reimburse «rfcontact1_fgvnnames»«rfcontact1_fsurname» up to the “\$total amount awarded from Fund” including GST.
8. If receipts and/or other evidence of expenditure are not provided, the Council may not pay that part of the Claim. The Council may, at its sole discretion, decide to pay for works without evidence being produced and any payment made will be based on the valuation of materials, works or the hourly rate as described in Schedule 1 of this agreement. Where no such value or rate has been described in Schedule 1 then the value or rate shall be determined by the Field Officer. The default hourly rate is \$25 p/h.

9. The **Grantee and successors in title** agree to maintain the works and to undertake such works a **Council** field officer may require after undertaking an inspection, to return the works to the required standard of maintenance. Any fencing to exclude stock must be kept in a stock proof condition, i.e. no stock allowed within the fenced area at any time.
10. GST registered non-profit entities receiving this grant as an unconditional gift will not be required to account for GST on the moneys received. An unconditional gift is defined in the Goods and Services Act 1985 as “a payment voluntarily made to any non-profit body for the carrying on or carrying out of the purposes of that non-profit body, and in respect of which no identifiable direct value benefit arises or may arise in the form of a supply of goods and services to the person making that payment.”
11. All other GST registered entities receiving this grant in the course of or furtherance of their taxable activity are required to supply a “tax invoice” meeting the requirements of the Goods and Services Tax Act 1985. Moneys granted to GST registered entities will be inclusive of GST and the Grantee will be required to account to the Inland Revenue Department for this grant in the applicable GST return period.
13. A withholding payment tax will be deducted from payments for labour cost of taxable works at the prescribed rate, except in the case where the Grantee is a registered charitable body, registered company, or produces an exemption certificate issued under Regulation 5 of the Income Tax (Withholding Payment) Regulations 1979.
14. The Grantee agrees to a Council field officer inspection of project works in the 12 months following project completion. This visit will be to assess progress towards project outcome(s).
15. Projects with pest control as one of their project actions will maintain targeted pests to the desired level for the period of time stated in schedule one.

Please initial all pages of the agreement on the bottom right hand corner of each page.

AGREEMENT signed this day of..... 20

.....
Grantee name

.....
Grantee signature

.....
Senior Programme Manager Land & Rivers
For the Northland Regional Council

**NORTHLAND REGIONAL COUNCIL
ENVIRONMENT FUND**

SCHEDULE 1

APPLICANT(S)

APPLICATION NUMBER

NRC FIELD OFFICER

PROPERTY ID (legal description)

DESCRIPTION AND STANDARDS REQUIRED FOR THE PROPOSED WORK

Project description *(please expand with explanations of the work required and where-add/delete the categories below as necessary. Please state the standards to be adhered to for works undertaken)*

STANDARDS

Fences – must be stock proof (meaning no stock on the inside of the fence at any time – gateways secured if applicable)

Planting – plants/trees must be planted:

- upright with their roots facing down
- with roots buried below the ground surface
- so that soil/sand is pressed firmly around the base of the plants/trees
 - so that air cannot flow directly to the roots
 - so the plants/trees are supported sufficiently in adverse weather conditions (e.g. wind)
- so that they are protected from grazing and/or rubbing from stock
- with supports if necessary on that site

\$ Plants *(types of plants and how many of each)*

\$ Materials such as fertilisers and sprays *(list and cost separately)*.

\$ Fencing materials to fence from stock *(please detail length and type of fence)*

\$ Pest control materials *(please detail amounts, types supplied and required maintenance timeframes)*

Exceptional Projects - where applicable, list dollar amounts to be funded for each milestone achieved.

\$ Milestone one – *(describe milestone to be achieved)*

\$ Milestone two...

TOTAL AMOUNT AWARDED FROM FUND

\$..... (Inclusive of GST)

It is the responsibility of the applicant to contact the northland regional council if there are any proposed changes to the work details in the schedule above

Any changes proposed after the date that the agreement is signed off are at the discretion of council and we require you to contact your handling officer beforehand to authorise any changes. **All changes will need to be initialled and dated by both parties to be authorised.**