Purpose and background

1. This report seeks approval for the City of Melbourne (CoM), on behalf of the Inner Melbourne Action Plan (IMAP) councils to enter into a linkage agreement with the University of Melbourne to commit $60,000 of allocated IMAP funds towards an Australian Research Council (ARC) research project.

2. In December 2012 the IMAP executive committee approved, in principle, to become a partner to an application for an ARC Linkage Grant with the University of Melbourne and Melbourne Water for further research on the measurable impacts of green roofs. A $60,000 contribution over three years was offered towards this grant. See Attachment 2 for details of the project.

3. CoM was nominated to be the lead partner on behalf of the IMAP councils. Council approval is required because it is a multi-year commitment.

4. The ARC Linkage Grant application has been successful and the University of Melbourne will commence their research once agreements have been finalised.

5. The agreement runs for three financial years between 2013–2014 and 2015–2016 with a $20,000 cash contribution proposed each year in total from IMAP. See Attachment 3 for agreement.

6. The research project outcomes will provide:
   6.1. Design, monitoring and management recommendations for green roofs, particularly in relation to stormwater quality and quantity, temperature (building energy efficiency) and improved biodiversity.
   6.2. Results which can be incorporated into the updates and further/future extensions of the Growing Green Guide for Melbourne project.
   6.3. Involvement of the IMAP councils in regular partner meetings, with direct access to the research before publication.

Key issues

7. This research project has been included in the IMAP three year implementation plan. See Attachment 4 for supporting information.

8. A total IMAP cash contribution of $60,000 and in-kind contribution of $101,801 is proposed. The cash contribution is proposed to be expended from each council’s yearly allocation of budget to IMAP.

9. Legal agreements between the parties are now required to be approved. CoM has been asked to sign the linkage agreement as the lead partner, on behalf of the IMAP councils.

Recommendation from management

10. That Council:
   10.1. agrees to enter into an agreement with the University of Melbourne an Australian Research Council (ARC) research project for green roofs
   10.2. notes entry into the agreement will commit $60,000 expenditure by Council in future budget years of which $45,000 will be provided by other Inner Melbourne Action Plan Councils.

Attachments:
1. Supporting Attachment
2. Research project details
3. Proposed financial agreement
4. IMAP implementation plan and letter of support to research project
Supporting Attachment

Legal

1. On 30 April 2013 the Council resolved to approve a pre-commitment of a maximum of 10 per cent of Council’s research budget each year to fund ARC linkage grant applications.

2. ARC grants have a lead organisation that applies for the grant and enters into the agreement with the Commonwealth through the ARC (Primary agreement) and a number of partner organisations whose involvement adds credibility to the application who enter into an agreement with the lead organisation (Linkage agreement). The Primary agreement between the Commonwealth and the lead organisation is strictly set by the Commonwealth.

3. The Linkage agreement between the lead organisation and the partner organisations is to set out how the parties to it will meet the obligations in the Primary agreement.

4. The University of Melbourne is the lead organisation and entered into the Primary agreement on 2 August 2013. By this Council becoming a party to the Linkage agreement it not only agrees to the obligations set out in the Linkage agreement, but also the Primary agreement and the Funding Rules.

5. Signing the Linkage agreement will require the Council make contributions over three years and beyond the current approved 2013–14 budget.

6. A resolution of the Council will be required to allow the entry into the Linkage agreement.

Finance

7. A contribution of $60,000 towards the project over a three year period would cost each of the four original IMAP councils $15,000 each to participate.

8. This payment is proposed to be drawn from existing annual contributions to IMAP.

Conflict of interest

9. No member of Council staff, or other person engaged under a contract, involved in advising on or preparing this report has declared a direct or indirect interest in relation to the matter of the report.

Stakeholder consultation

10. No consultation is proposed or has been undertaken or is required on this project.
Relation to Council policy


12. The City of Melbourne is the lead partner in this Inner Melbourne Action Plan (IMAP) project which aims to enable an increase in green roofs, walls and facades in the inner Melbourne region.

13. The project partners include the four original IMAP councils; the Cities of Melbourne, Port Phillip, Stonnington and Yarra and The University of Melbourne. The project is funded by council contributions and through a $250,000 grant from the Victorian Government's Sustainability Fund.

14. The project has three main outputs: a policy options paper, identification and concept design of demonstration sites in each municipality and development of technical guidelines for green roofs, walls and facades and these outputs will be finalised in 2014.

Environmental sustainability

15. Research is an essential process to identifying and improving the environmental performance of green roofs. Green roofs can offer a multitude of benefits if designed correctly. This research project looks to the theory of biomimicry to examine ways to increase a green roofs performance, particularly in biodiversity, reducing stormwater runoff and improving water quality.
Does diversity matter? Applying ecological theory to improve green roof performance

Background
In cities, green or vegetated roofs are increasingly being considered to tackle problems of the urban heat island, stormwater runoff and the loss of biodiversity habitats. Green roofs can act as a sponge on the top of buildings, reducing stormwater runoff: The amount of rainfall retained is determined by growing media (substrate) properties and plant water use. International research also suggests that green roofs may improve the quality of stormwater runoff by filtering out particulates and nutrients.

Green roofs may help to mitigate the urban heat island effect through evaporative cooling, reducing energy use and carbon dioxide emissions. Green roofs also have building insulating properties that lead to greater energy efficiency through reduced summer cooling and winter heating costs. In Australian commercial buildings the heating, ventilation and cooling (HVAC) systems currently produces 55% of urban green house gas emissions, and green roofs could be a useful to reduce these emissions. Consequently, green roofs are increasingly being advocated to improve urban environmental quality and adapt cities to climate change. However, as the benefits green roofs provide are determined by both plants and the substrates they grow in, more research is needed to optimize their design.

Green roof substrates need to be lightweight, to reduce weight loading, and provide sufficient water for plant growth and survival. These competing needs can be achieved with light weight materials; however, as organic materials shrink and/or decompose over time, most substrates are mineral based. Mineral based substrates differ according to local availability and cost, and can include recycled or waste products to maximise their environmental benefits. Recycled or waste products currently form the basis of two of our green roof substrates; one based on crushed roof-tile and one on bottom ash from power stations. Future research is needed to test the physical and chemical properties of other waste products and develop new waste-based substrates. There is also great potential to increase nutrient and water retention of substrates with additives such as biochar which would expand plant selection and reduce stormwater runoff.

As green roofs are tough environments for plant survival most are planted with succulent species that have low evapotranspiration rates, but this limits their ability to cool the local microclimate, reduce stormwater runoff and provide resources for biodiversity. In the past three years we have researched drought tolerance and water use strategies of species from ecosystems with conditions similar to green roofs such as rock outcrops to improve green roof function. However, to date this approach focused on individual species performance and has not considered how different plant species might interact and how plant species diversity could influence green roof performance.

In natural ecosystems, a diversity of plant species with different resource use strategies is important for maintaining ecosystem function and can make ecosystems more resilient change. On green roofs, increased diversity could lead to improved stormwater mitigation through more...
complete use of rainfall and available nutrients, reducing runoff volumes and pollutant loads. Multiple vegetation layers and greater use of available water could also lead to increased cooling through increased transpiration and shading of the substrate. Increased resilience to change will also improve the longevity of green roof plantings and allow them to function well in a range of contrasting climatic conditions such as drought or high water availability.

Aims and outcomes
The aim of the green roof linkage grant is therefore to:
1. Evaluate the use of water retention additives such as biochar to increase plant available water and therefore improve green roof stormwater and cooling performance.
2. Determine the physical and chemical properties of a broad range of waste/recycled products for the development and testing of new green roof substrates.
3. Determine how diversity affects green roof performance in terms of reducing stormwater runoff volumes/pollutant loads and increasing building cooling.
4. Determine whether a diversity of plant species can improve the resilience of green roof systems to change. This will be assessed by subjecting different species and functional group mixtures to successive cycles of drought and water availability.
5. Use the above results to model performance of green roofs with a variety of substrate mixes, depths and plant combinations for different climate scenarios.

Approach
We will determine whether ecological design can be used to improve green roof performance and the environmental benefits they provide through a combination of plant screening, substrate development and green roof module experiments. These will use much of the research infrastructure we have developed during the first linkage grant as well as the research roof that will be installed as part of the new Green Infrastructure Adaptation Centre. A very experienced team has developed the research program which will be implemented by Dr Claire Farrell whose salary will be wholly funded by the grant. She will be assisted by a mix of casual and part time research assistants. 2-3 PhD students will also work on the project.

Timelines 3 years, July 2013 – June 2015

Funding Required: Although dependent the level of in-kind support received, budget projections indicate we required a total of $160-190,000 cash over 3 years plus in-kind support from industry partners to complete this research. This will be leveraged to obtain approximately $500,000 from the Federal government.

Key Personnel
Dr Claire Farrell  University of Melbourne  Plant Ecophysiology
Dr Nicholas Williams  University of Melbourne  Urban Plant Ecology
Prof Tim Fletcher  University of Melbourne  Urban Ecohydrology
Prof Lu Aye  University of Melbourne  Ecological Engineering
Linkage Agreement

The University of Melbourne

City of Melbourne on behalf of the Inner Melbourne Action Plan ('IMAP') Councils

Melbourne Water Corporation

ARC LP130100731

“Mimicking natural ecosystems to improve green roof performance”
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THIS AGREEMENT is made the _______ day of ___________ 2013

BETWEEN

THE UNIVERSITY OF MELBOURNE (ABN 84 002 705 224) a body politic and corporate established by the Melbourne University Act 1958 (Vic) of Melbourne, Vic, 3010

("Administering Organisation")

AND

CITY OF MELBOURNE on behalf of the INNER MELBOURNE ACTION PLAN (‘IMAP’) COUNCILS (ABN 55 370 219 287) of Council House 2, 240 Little Collins Street, Melbourne, Vic, 3000

MELBOURNE WATER CORPORATION (ABN 81 945 386 953) of 990 LaTrobe Street, Docklands, VIC, 3008

(collectively “(“Partner Organisations”)

RECITALS

A. The Administering Organisation has been awarded Funding by the ARC to conduct the Project titled “Mimicking natural ecosystems to improve green roof performance”, LP130100731 with the Partner Organisations.

B. In formally accepting the Funding for the Project the Administering Organisation has entered into the Funding Agreement with the ARC.

C. The Administering Organisation and the Partner Organisations have agreed to enter into this Agreement, which sets out how the Project will be conducted, Student involvement, the ownership of Intellectual Property and related issues.
THE PARTIES AGREE:

1. Definitions and Interpretations

1.1 Definitions

In this Agreement:

"Agreement" means this agreement including any schedules or annexures and any amendment to it in writing;

"Annexure" means an annexure to this Agreement;

"ARC" means the Commonwealth of Australia as represented by the Australian Research Council;

"Background Intellectual Property" means pre-existing or independently developed Intellectual Property, owned or controlled by a Party which it determines, in its discretion, to make available for the carrying out of the Project. This includes but is not limited to any Intellectual Property outlined in Schedule C;

"Business Day" means a day which is not a Saturday, Sunday, Administering Organisation holiday, public holiday or bank holiday in Melbourne, Victoria, Australia;

"Chief Investigator(s)" means the person(s) identified in the Proposal as the Chief Investigator(s) or their ARC approved replacement and includes the Project Leader;

"Commencement Date" means the commencement date as set out in Schedule A;

"Confidential Information" means all know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description which a Party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of a Party's employees or management. Information is not confidential if:

(a) it is or becomes part of the public domain unless it came into the public domain by a breach of confidentiality;

(b) it is obtained lawfully from a third party without any breach of confidentiality;

(c) it is already known by the recipient Party (as shown by its written record) before the date of disclosure to it;

(d) it is independently developed by an employee of the recipient Party who has no knowledge of the disclosure under this Agreement;

(e) required to be disclosed by a court, rule or governmental law or regulation, or the rules of any stock exchange, provided that the party making the disclosure provides prompt notice to the other party of any such requirement; or

(f) it is required to be disclosed pursuant to this Agreement or the Funding Agreement.

"Contributions" means the cash and/or in-kind contribution of a Party as stated in the Proposal, or if varied in accordance with the Funding Agreement, then as set out in Schedule B;
"Corporations Act" means the Corporations Act 2001 (Cth);

"Final Report" means the report for the Project which is provided by the Administering Organisation to the ARC within twelve months of the final payment of Funds by the ARC for the Project or within twelve months of the final carry over of Funds approved by the ARC, whichever is the later;

"Funding" or "Funds" means the amount payable by the ARC to the Administering Organisation for the purpose of carrying out the Project;

"Funding Agreement" means the funding agreement dated 2 August 2013 between the Administering Organisation and the ARC under which the ARC agrees to pay the Funding to the Administering Organisation, a copy of which has been provided to the Parties;

"Funding Rules" means the ARC linkage projects funding rules for funding commencing in 2013 accessible at http://www.arc.gov.au/pdf/LP13/LP13_funding_rules_FINAL.pdf;

"GST" means a goods and services tax imposed on the supply of goods or services (including, without limitation, the supply of intellectual property) under Commonwealth or State law (including, without limitation, A New Tax System (Goods and Services Tax) Act 1999 (Cth));

"Intellectual Property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests;

"Inner Melbourne Action Plan" means the 11 regional strategies and 57 actions to make the Inner Melbourne Region more liveable that are being undertaken by the inner Melbourne councils; the Cities of Melbourne, Yarra, Stonnington, Maribyrnong and Port Phillip.

"Letter of Award" means the letter of award received by the Administering Organisation in relation to the Project, a copy of which is annexed in Annexure A;

"Linkage Projects" means the linkage projects grant scheme funded by the ARC;

"Parties" means the Parties to this Agreement and their respective successors and permitted assigns and "Party" means any one of them;

"Partner Investigator" means the person identified in the Proposal as a partner investigator (if any) or alternative or additional persons approved by the ARC;

"Partner Organisations Contribution" means Contributions that each Partner Organisation must provide to the Administering Organisation and which are identified in the Proposal (or in the event that a variation has been agreed, as set out in Schedule B);

"Partner Organisation Cash Contribution" means the cash funding from a Partner Organisation which is transferred to and managed by the Administering Organisation.

"Project" means the program of research and development identified in Schedule B and more fully described in the Proposal (as may be varied by agreement of the Parties with the approval of the ARC);

"Project Completion Date" means the date upon which the Final Report is due which is set out in Schedule A;
"Proposal" means the proposal for the Funding, submitted by the Parties to the ARC, a copy of which is annexed in Annexure A;

"Publishing Party" has the meaning given to it in clause 11.4;

"Schedule" means a schedule to this Agreement;

"Specified Personnel" has the meaning given to that term in clause 1.1 of the Funding Agreement; and

"Student" means any student of the Administering Organisation engaged in the Project.

1.2 Interpretation

The following rules apply unless the context requires otherwise:

(a) words which are defined in the Funding Agreement have the same meaning when used in this Agreement unless another definition has been used in clause 1.1;

(b) words denoting the singular include the plural and vice versa;

(c) words denoting natural persons include corporations and vice versa;

(d) words denoting any gender include all genders;

(e) headings are for convenience only and do not affect interpretation;

(f) reference to any Party to this Agreement or any other relevant agreement or document includes that Party's successors and permitted assigns;

(g) reference to any document or agreement is deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(h) references to any legislation or to any provision of any legislation include any modification or re-enactment of such legislation or any legislative provisions substituted for, and all legislation and statutory instruments issued under, such legislation; and

(i) any reference to "GST", "input tax credit," "recipient", "supplier", "supply", "tax invoice" and "taxable supply" has the meaning given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

ARC Linkage Project Agreement – LP130100731 – “Mimicking natural ecosystems to improve green roof performance”
2. Term of Agreement

This Agreement will begin on the Commencement Date and, subject to earlier termination or extension (if applicable, with the prior approval of the ARC) will terminate on the Project Completion Date.

3. The Project

3.1 Each Party must carry out their role on the Project as outlined in the Proposal or, if varied in accordance with the Funding Agreement, as set out in Schedule B.

3.2 Each Party must conduct the Project in accordance with generally accepted professional, scientific, ethical, business and financial principles and standards and exercise all due care and skill.

3.3 The Parties acknowledge that research work is of its nature uncertain and that particular outcomes and results from the Project cannot be guaranteed.

3.4 The Parties acknowledge that the conduct of the Project may be subject to the Administering Organisation obtaining ethics approval and other forms of statutory approval. The Administering Organisation must use its reasonable endeavours to gain such approval prior to the commencement of the Project and during the Project (as relevant), including by reviewing and revising (where appropriate) the Project's scope.

4. Funding Agreement Obligations

4.1 The Parties acknowledge having read and understood the Funding Agreement, a pro forma copy of which can be accessed from the ARC website at:


4.2 The Partner Organisations acknowledge that although each is not a party to the Funding Agreement, the provisions of the Funding Agreement must be read with and form part of this Agreement. Where there is any inconsistency between the provisions of this Agreement and those of the Funding Agreement, the Funding Agreement must prevail.

4.3 All Parties agree to comply with the Funding Agreement to the extent that it applies to them and assist the Administering Organisation to comply with the terms of the Funding Agreement and will not do anything which will cause the Administering Organisation to be in breach of the Funding Agreement.

4.4 Each Partner Organisation warrants that:

(a) its relationship with the Chief Investigators on the Project does not generate or represent a potential or actual conflict of interest, except where permitted under subsection 9.5.4 of the Funding Rules, and that where a potential or conflict of interest does arise in the future the Partner Organisation will immediately report the potential or actual conflict of interest to the Administering Organisation and the other parties;

(b) it satisfies the requirements for a Partner Organisation stipulated in sections 6.2 and 6.3 of the Funding Rules.

4.5 Without limiting the other provisions of this clause 4 and in accordance with clause 11.2(e) of the Funding Agreement, other than where the Partner Organisation is a Commonwealth entity which contracts as part of the Commonwealth, each Partner Organisation indemnifies the Administering Organisation against any loss, liability or expense incurred or suffered by the Administering Organisation as a result of any breach by the Administering Organisation of the Funding Agreement caused by the Administering Organisation's reliance on the warranty given by the relevant Partner Organisation under clause 4.4.
4.6 All Parties agree to ensure that the Funding is used in accordance with the Funding Agreement, including in relation to payment of the salaries of any Specified Personnel or the payment of stipends to support any postgraduate research Students.

5. Project contributions

5.1 Each Party must provide its Contributions to the Project at the time, location and in the manner as set out in Schedule B.

5.2 Except as stated otherwise in the Proposal, each Partner Organisation Cash Contribution must be paid up-front annually for each year during the term of the Project and within thirty (30) days of receipt of a valid tax invoice from the Administering Organisation, in accordance with the following:
   a. in relation to the first of the Partner Organisations Cash Contributions, on the Commencement Date; and
   b. in relation to any subsequent Partner Organisations Cash Contributions, on each anniversary of the Commencement Date.

5.3 The Parties acknowledge and agree that should the Partner Organisations not make their Partner Organisations Cash Contribution to the Administering Organisation within thirty (30) days of receipt of invoice, as provided for in clause 5.2, the full amount of the invoice shall be a debt due to the Administering Organisation and the Administering Organisation may recover such amount without further proof of debt.

6. Chief Investigators, Project Leader and Project Management

6.1 The Parties appoint as the Project Leader the person identified as the first-named Chief Investigator in the Proposal.

6.2 The Chief Investigators are responsible for the day to day administration of the Project.

6.3 As soon as practicable after the Commencement Date, the Chief Investigators, Partner Investigators and the Partner Organisations may establish a Project Management Committee for the Project.

6.4 The Project Management Committee will have general oversight of the conduct of the Project including to discuss and determine matters relating to the conduct, content and scope of the Project.

6.5 The following matters may be considered at the first meeting of the Project Management Committee:
   (a) frequency and format of meetings to discuss the progress of the Project;
   (b) obligations to take and keep minutes of meetings; and
   (c) protocols for making decisions in relation to the conduct of the Project.

6.6 The Project Management Committee may make decisions and or give consents required under this Agreement in order to carry out the Project. The decision of the majority of the members of the Project Management Committee shall be binding. If there is an even number of votes, the Project Leader shall have the deciding vote.

6.7 The management structure and decision making protocols agreed by the Parties under this clause 6 must be observed by the Parties for the duration of the Project (if applicable).

6.8 For the avoidance of doubt, the Project Management Committee will not have the power to vary this Agreement and all such variations must comply with clause 16.11 (Variation).
7. **Background Intellectual Property**

7.1 The Parties agree that the Background Intellectual Property which a Party makes available for the conduct of the Project will remain the property of that Party.

7.2 Each Party grants to each other a royalty-free, non-exclusive licence to use its Background Intellectual Property to the extent necessary to carry out the Project but for no other purpose.

7.3 No representations or warranties are made or given in relation to Background Intellectual Property, however each Party making available Background Intellectual Property acknowledges that to the best of its knowledge at the time of entering into this Agreement, such Background Intellectual Property when used in accordance with this Agreement will not infringe any third party Intellectual Property rights.

8. **Reporting**

8.1 Each Party must maintain reasonable, up to date and accurate records regarding the conduct and conclusions of its part of the Project and its respective Contributions.

9. **Project Intellectual Property**

9.1 Project Intellectual Property will be owned by the Administering Organisation. Each Partner Organisation assigns to the Administering Organisation all its right, title and interest in such Project Intellectual Property and agrees to do all things reasonably necessary to give effect to such ownership and assignment (including, without limitation, ensuring its employees, contractors and Students do the same).

9.2 The Administering Organisation grants to the Partner Organisations an irrevocable, non-transferable, non-exclusive, worldwide, free of cost licence to use the Project Intellectual Property for internal, non-commercial purposes consistent with their respective enabling legislation, agreement, policies or internal business practices. For the avoidance of doubt, this includes publication in accordance with clause 11.

9.3 Any Student involved in the Project as part of a postgraduate degree will own copyright in their thesis.

10. **Confidential Information and Personal Information**

10.1 Confidential Information disclosed during the Project must only be used for the express purpose for which it was disclosed.

10.2 Each Party must treat all Confidential Information owned by another Party as confidential and must not, without the prior written consent of the other Party, disclose or permit the same to be disclosed to any third person.

10.3 Each Party must return all Confidential Information in its possession to the owner of the Confidential Information at the conclusion of the Project.

10.4 Each Party must ensure that its employees, officers and agents comply with the obligations of confidentiality imposed upon it by this clause.

10.5 Each Party's obligations under this clause survive termination of this Agreement.

10.6 Each Party acknowledges that it will comply with the Privacy Act 1988 (Cth) and the National Privacy Principles in the use, collection, storage or disclosure of any personal and/or health information collected or used during the Project.
11. Publication

11.1 The Parties recognise that the Project has a strong public good element and that public dissemination of the Project outcomes is important to the Project's success. In this context, the Parties agree that publication of Project outcomes is a key objective of the Project.

11.2 The Project Management Committee may develop Project Publication Protocols for the written approval of all Parties in writing and must distribute the final agreed version of the Project Publication Protocols to all Parties. In the absence of Project Publication Protocols, the publication procedures as set out in clauses 11.4 to 11.7 will apply.

11.3 The Parties must acknowledge the contribution and support of the Partner Organisations and ARC in accordance with clause 27.2 of the Funding Agreement.

11.4 Any Party ("Publishing Party") proposing to publish or publicly present material incorporating Project Intellectual Property that has not already been published, shall submit the proposed publication or abstract of the presentation to Project Management Committee for approval at least thirty (30) days prior to the date of proposed submission for publication or presentation.

11.5 Where the proposed publication or presentation contains Confidential Information, the Party to which the Confidential Information belongs may require the proposed publication or presentation be amended so as not to contain that information. The Party to which the Confidential Information belongs shall notify the Publishing Party in writing of their required amendments within twenty-one (21) days of receipt of the proposed publication or abstract and shall not unreasonably withhold or delay their approval for publication or presentation.

11.6 If any Party fails to respond to the Publishing Party within the said twenty-one (21) day period, that Party's approval will be taken to have been given to the relevant publication or presentation.

11.7 The Partner Organisations acknowledge that the Administering Organisation has obligations under their respective statutes, regulations and policies to ensure that any student involved in the Project is able to complete the requirements of his or her candidature, and that this obligation extends to submitting the Student's thesis for examination and depositing in the library a copy of the Student's completed thesis or work submitted for a higher degree. Nothing in this Agreement affects the operation of the Administering Organisation's relevant statutes, regulations or policies or creates any obligations contrary to those statutes, regulations or policies.

12. Warranties

12.2 Subject to clause 4.4, each Party excludes all warranties, terms, conditions, representations or undertakings, whether statutory or otherwise, to the full extent permitted by the laws of the Commonwealth of Australia or of any State or Territory of Australia having jurisdiction, including:

(a) any warranty of merchantability of or fitness for a particular purpose in respect of the Background Intellectual Property and Project Intellectual Property; and

(b) any warranty that the Background Intellectual Property and Project Intellectual Property does not infringe any third party's Intellectual Property rights.

12.3 To the extent that any warranties, terms, conditions, representations or undertakings cannot be excluded at law, liability should be limited to:

(a) re-performing its Contribution to the Project; or

(b) at its election, payment of the cost of having its Contribution to the Project re-performed.
13. **Special Conditions**

Any special conditions relating to the Project are as set out in the Letter of Award and each Party agrees to abide by and perform the Project in accordance with the Special Conditions.

14. **Termination**

14.1 The Parties may immediately terminate this Agreement by mutual consent in writing. It will not be unreasonable for a Party to withhold its consent to terminate by mutual consent if the other Party refuses to agree to make a reasonable contribution to the costs of winding up or terminating the Project.

14.2 The Administering Organisation may terminate this Agreement if the ARC ceases to provide all or any part of the Grant to the Administering Organisation, or if the Funding Agreement is terminated for any reason. The Administering Organisation must use reasonable endeavours to provide all Parties with notice that the Funding Agreement has been terminated as soon as possible.

14.3 A Party to this Agreement may withdraw from this Project upon giving three (3) months notice in writing to the Administering Organisation where for reasons beyond its control, including, but not limited to, a failure to obtain any required ethics or statutory approval, it is unable to perform its obligations under this Agreement. A withdrawing Party must perform all obligations up to the date of withdrawal and will be liable for the full cash amount of its Contribution in the year that it withdraws.

14.4 The Administering Organisation may terminate the involvement of a Party under this Agreement immediately upon the giving of written notice to that Party if:

(a) that Party is in breach of a material obligation of this Agreement and has failed to rectify that breach within twenty-one (21) days of written notice by the Administering Organisation;

(b) that Party is insolvent within the meaning of the Corporations Act, or a court is required under the Corporations Act to presume that that Party is insolvent;

(c) an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps are taken for that Party’s winding up or dissolution, or that Party enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or any of them;

(d) an administrator is appointed over all or any of that Party’s assets or undertaking, any step preliminary to the appointment of an administrator is taken, or a controller within the meaning of the Corporations Act or similar officer is appointed to all of that Party’s assets or undertaking; or

(e) the conditions of clause 3.4 are not satisfied.

14.5 Subject to clause 16.1, if a Force Majeure Event continues for more than 30 days, the other Parties may jointly expel any Party the subject of the Force Majeure Event from participation in the Project in accordance with this clause 14.

14.6 Where the involvement of a Party is terminated under clause 14.4 or a Party withdraws from the Project under clause 14.3, the Administering Organisation will consult with the remaining Parties to determine whether or not the Project can proceed without that Party in whole or on a reduced scale. Where the Administering Organisation elects to proceed, the Parties agree to do all things necessary to amend the Agreement to reflect the new arrangements. Where the Administering Organisation determines that the Project cannot proceed, the Administering Organisation may terminate this Agreement by notice in writing to the other Parties.

*ARC Linkage Project Agreement – LP130100731 – “Mimicking natural ecosystems to improve green roof performance”*
14.7 If this Agreement is terminated under this clause, the Administering Organisation may independently continue the Project and access the Partner Organisations' Background Intellectual Property and Confidential Information to the extent necessary for any Student involved in the Project to complete the Student's course work and the Student's thesis.

14.8 Termination of this Agreement for whatever cause is without prejudice to any rights or obligations that have accrued and are owing prior to such termination.

15. Dispute Resolution

15.1 A Party must not commence legal proceedings relating to this Agreement unless the Party wishing to commence proceedings has complied with this clause 15.

15.2 The Parties must co-operate with each other and use their best endeavours to resolve by mutual agreement any disputes between them and all other difficulties which may arise from time to time relating to this Agreement.

15.3 Any dispute not resolved under clause 15.2 must be dealt with as follows:

(a) the Party claiming a dispute exists must notify in writing the other Party of that dispute ("Notification");

(b) within 10 days of receipt of that Notification, the dispute must be referred to the Chief Executive Officer of the relevant Party and the Deputy Vice-Chancellor (Research) of the Administering Organisation, or their equivalents or nominees for resolution; and

(c) if the dispute is not resolved within 28 days of Notification, the dispute shall be referred for mediation to the Australian Commercial Dispute Centre Limited ("ACDC"). If the Dispute has not been resolved within 60 days of referral to ACDC, either Party is free to initiate court proceedings.

16. General

16.1 Force Majeure

A Party to this Agreement shall not be responsible or liable for any non-performance or delay in performance of any of its obligations under this Agreement that is caused by an act or event that is beyond the reasonable control of that Party ("Force Majeure Event"), provided that it promptly notifies the other parties (with appropriate details); and takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

16.2 No partnerships

This Agreement does not create a partnership, agency, fiduciary or other relationship, except the relationship of contracting parties. No Party is liable for the acts or omission of any other Party, save as set out in this Agreement.

16.3 Assignment

A Party must not assign, sub-contract, or transfer any of its rights or obligations under this Agreement to any person without the prior written consent of the other Parties. Such consent must not be unreasonably withheld.

16.4 Severability

If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the
latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected and all other provisions will remain in full force and effect.

16.5 Governing Law

This Agreement shall be governed by the laws of the State of Victoria, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of that place.

16.6 GST

If under GST Law any supply under this Agreement is taxable, the supplier will be entitled to recover from the recipient an amount equal to the GST payable by the supplier. If GST is payable, the supplier will provide the recipient with a tax invoice or other document adequate to claim an input tax credit.

16.7 Several Obligations

Each Party's obligations and liabilities under this Agreement are several and not joint or joint and several.

16.8 No Waiver

Any failure by a Party to compel performance by the other Party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.

16.9 Counterpart

This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

16.10 Signatories

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

16.11 Variation

This Agreement may only be varied in writing, signed by all Parties.

16.12 No representation

A Party shall not represent that another Party or any of their staff in any way endorse, support or approve of any products, services, Intellectual Property or business of the representing party unless that other Party has given its express written consent to such representation.

17. Notices

Any notice given under this Agreement:

(a) must be in writing and signed by a person authorised by the sender;
(b) must be delivered to the intended recipient by post or by hand or fax or email to the address or fax number or email address set out in Schedule A;
(c) will be taken to be duly given or made:
   (i) in the case of delivery in person, when delivered;
   (ii) in the case of delivery by post, five Business Days after the date of posting unless it has been received earlier;
(iii) in the case of fax, on receipt by the sender of a transmission control report from the dispatching machine; and

(iv) if transmitted electronically, upon actual receipt by the addressee provided that the sender does not receive notification of invalid email delivery address or other transmission error. In the case where the sender receives a transmission error report, the sender must re-send the notice by one of the other means by hand, post or fax;

but if the result is that a notice would be taken to be given or made on a day which is not a Business Day, or is later than 4.00pm (local time), it will be taken to have been duly given or made on the next Business Day.
SIGNED for and on behalf of
THE UNIVERSITY OF MELBOURNE
in the presence of:

Signature of Witness

Name of Witness
(block letters)

Signature of authorised person

Name of authorised person
(block letters)

Office held

ARC Linkage Project Agreement – LP130100731 – “Mimicking natural ecosystems to improve green roof performance”
SIGNED for and on behalf of
CITY OF MELBOURNE on behalf of the
INNER MELBOURNE ACTION PLAN
('IMAP') COUNCILS
in the presence of:

Signature of authorised person

Office held

Name of authorised person
(block letters)

Signature of Witness

Name of Witness
(block letters)
SCHEDULE A

COMMENCEMENT DATE
On the date of this Agreement

PROJECT COMPLETION DATE
Three years from the Commencement Date or the date upon which the Final Report is due, whichever is the later.

NOTICES

Administering Organisation
Contact Person:

Dr David Cookson
Executive Director, Research

Address:
Melbourne Research Office
The University of Melbourne
Parkville, VIC, 3052
Tel: 03 8344 2049
Fax: 03 9347 6739
E-mail: d.cookson@unimelb.edu.au

Partner Organisations:
Contact Person:

Mr Ian Shears
Manager of Urban Landscape Branch

Address:
City of Melbourne
GPO Box 1603, Melbourne, Vic, 3000
Tel: 03 9658 8516
Fax: 9658 8840
E-mail: ian.shears@melbourne.vic.gov.au

Contact Person:

Ms Marion Urrutia guer
Senior Stormwater Quality Planner

Address:
Melbourne Water Corporation
PO Box 4342, Melbourne, Vic, 3001
Tel: 03 9679 7222
Fax:
E-mail: Marion.Urrutia guer@melbournewater.com.au
**SCHEDULE B – PROJECT SCOPE, ROLES, CONTRIBUTIONS AND BUDGET**

**Changes to Project Scope**

*In accordance with the Proposal*

**Partner Organisation role in the Project**

*In accordance with the Proposal*

**Partner Organisation(s) Contributions in the Project**

<table>
<thead>
<tr>
<th>Name of Partner Organisation</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Melbourne on behalf of the Inner Melbourne Action Plan (IMAP) Councils</td>
<td>Cash (GST excl)</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>In-kind total</td>
<td>26,480</td>
<td>30,594</td>
<td>44,727</td>
</tr>
<tr>
<td></td>
<td>In-Kind CoM</td>
<td>20,480</td>
<td>24,595</td>
<td>38,728</td>
</tr>
<tr>
<td></td>
<td>In-Kind IMAP</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Melbourne Water Corporation</td>
<td>Cash (GST excl)</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td></td>
<td>In-kind</td>
<td>16,907</td>
<td>32,178</td>
<td>27,716</td>
</tr>
</tbody>
</table>
SCHEDULE C – BACKGROUND INTELLECTUAL PROPERTY

(Details to be inserted if applicable)
ANNEXURE A

Letter of Award and Proposal
Dear Sir/Madam

Re: LP130100731 Mimicking natural ecosystems to improve green roof performance

I am pleased to advise that the City of Melbourne on behalf of the Inner Melbourne Action Plan ("IMAP") Councils comprising the City of Melbourne, the City of Port Phillip, the City of Stonnington and the City of Yarra supports your ARC-Linkage Project application "mimicking natural ecosystems to improve green roof performance ". The scope of the research outlined in this proposal is highly complementary to our strategic direction and current projects underway within the IMAP action plan.

Melbourne is the world's most liveable city and our parks, gardens, green spaces and tree-lined streets contribute enormously to this status. Melbourne's green spaces are facing two significant future challenges: climate change and urban growth. These green spaces help keep our landscape resilient, our city liveable and sustainable.

One of our key projects currently underway is the Growing Green Guide for Melbourne. Lead by the City of Melbourne, the project is a collaborative partnership between IMAP and The University of Melbourne. The project is funded by the partners, and by the Department of Sustainability and Environment under the Victorian Local Sustainability Accord.

A major output of the Growing Green Guide for Melbourne project is a set of guidelines that can be used by councils, building developers and planners across Victoria. The guidelines will describe best practice for green roof, wall and facade design and construction. Whilst the guide is still under development, several gaps in research have been identified so far. This research if given funding would help us fill those gaps in the planned, but as yet unfunded, future iterations of the guidelines. It is essential that research continues in this area to help progress the industry's knowledge and ultimately success in the wide scale implementation of green roofs in Victoria.

The City of Melbourne understands and supports the work proposed by the University of Melbourne under this grant application. We further acknowledge their work to date with green roof research as a measure of this institute's capability and determination to manage the project.

The IMAP Councils have agreed that the City of Melbourne will manage the relationships between the IMAP Councils and the University of Melbourne and enter into the ARC linkage agreement on their behalf.
<table>
<thead>
<tr>
<th>City of Melbourne on behalf of IMAP councils (total contribution $134802)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash contribution</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>In-kind contribution</strong></td>
</tr>
<tr>
<td>PI Shears 0.05 FTE + 28% on-costs</td>
</tr>
<tr>
<td>City of Melbourne and IMAP staff equivalent to 0.1 FTE + 28% on-costs.</td>
</tr>
<tr>
<td>IMAP council briefings</td>
</tr>
<tr>
<td>Annual green roof research workshop hosted by City of Melbourne (room hire, catering 60 people @$25 per head and production of workshop materials)</td>
</tr>
<tr>
<td>Canopy public forum showcasing green roof research hosted by City of Melbourne (room hire, catering and organisation of event )</td>
</tr>
<tr>
<td>Access City of Melbourne stormwater hydrology and roof area data sets for stormwater and cooling models</td>
</tr>
<tr>
<td><strong>Total contribution per year</strong></td>
</tr>
</tbody>
</table>

The cash contribution to the project is sourced from funds received by the four councils through our rates recovery processes.

I certify that no part of our cash contribution is drawn from funds previously appropriated or awarded from Commonwealth or Australian State or Territory sources for the purposes of the research.

I certify that we will meet the requirements outlined in a standard Funding Agreement, including the requirement to enter into formal arrangements regarding intellectual property.

Our organisation is committed to using high quality research evidence to guide and inform our work, and we welcome the opportunity to be involved in this initiative. I look forward to hearing about the success of this application.

Yours sincerely

Rob Adams
Director City Design
Inner Melbourne Action Plan
Progress Report
IMAP Three Year Implementation Plan

1 PURPOSE

The purpose of this report is to advise the IMAP Implementation Committee on the update of the Three Year Implementation Plan for the Inner Melbourne Action Plan and the implication for budgets in 2013/14.

2 BACKGROUND

During 2009-2010 the IMAP Review was undertaken to reassess the Inner Melbourne Action Plan to ensure its direction and priorities continued to reflect current issues. The review endorsed the current 11 strategies in the plan and confirmed regional priorities in the areas of:

- Transport and connectedness
- Environmental sustainability and climate change
- Community planning and housing issues

As a result of this process, in December 2010 the IMAP Implementation Committee approved a program of work for the next 3 years, appointed lead councils, and approved indicative budgets to enable these priority projects to proceed.

Two years on from that process, this report builds on the work undertaken in that review and reports on the status of the IMAP projects, current and proposed, and the overall funding position.

3 GOVERNANCE AND FUNDING ARRANGEMENTS

The Inner Melbourne Action Plan contains 11 Strategies and 57 Actions. Approved in 2006, it is now in its 7th year of the implementation program.

IMAP is a unique partnership between the four inner city Councils, with four Section 86 Special Committees meeting as one, bound by identical Council Delegations and Terms of Reference; and with formal MoUs in place for Procurement protocols and joint Intellectual Property matters. Its primary function is to oversee the implementation of Actions through cross council teams and associated partners.

The IMAP area represents the high growth, high density areas of the city and includes the greatest concentration of commercial buildings in the metropolitan area. The Committee has included the City of Maribyrnong as an Associate Member since August 2011 as its potential for development, increased growth and high density on the western boundary of the IMAP area identifies it as essentially facing similar issues to the Inner Melbourne councils. The City of Maribyrnong has indicated their interest in becoming full members of IMAP and, to date, have contributed some funding and staff time towards projects of interest.

Under Section 86 (6) of the Local Government Act, "the Council must review any delegations to a special committee in force under this section within the period of 12 months after a general election".

This renewal of delegations offers an opportunity to include the City of Maribyrnong as a full member of the IMAP partnership. As a full member, Maribyrnong would then have input into any subsequent review of the Inner Melbourne Action Plan - expected to be progressed within the next 3 year planning timeframe. The state government’s Metro Strategy, due for completion towards the end of 2013, is likely to drive this review - in the same way that the M2030 strategy underlay the initial establishment of IMAP. The timing would therefore be right to consider Maribyrnong’s full membership.
A decision on this is required as it impacts on the budgeting and contributions for 2013-14.

3.1 PROCESS

3.1.1 The first step is for the IMAP Implementation Committee members to agree to seek the full membership of the City of Maribyrnong. This can be discussed at this meeting or the Committee may choose to discuss it as an additional item under the Confidential part of the meeting under Section 89 (2) (h) “any other matter which the Council or special Committee considers would prejudice the Council or any person”.

3.1.2 Secondly, legal counsel at the City of Stonnington has noted that the current Council Delegations and Terms of Reference for IMAP do not include a clause which covers the inclusion of new members. To allow the IMAP Councils the opportunity to debate the inclusion of additional member Councils, it is suggested that each Council consider a report to amend the existing Delegations and Terms of Reference to add a new clause relating to “New Members”. This would then make provision for Maribyrnong’s participation. This would set out the requirements for any new members. The new Clause could include the following:

New Members

Neighbouring Councils can be admitted as full members of the IMAP Implementation Committee upon the recommendation of the IMAP Implementation Committee and following approval by resolution of all partner Councils, on the following basis

(a) That they establish a Special Committee under s 86 of the Local Government Act which mirrors the "constitution" of the existing members as set out in the Delegations and Terms of Reference

(b) That they agree to adopt the provisions of the existing Inner Melbourne Action Plan and any future reviews

(c) That they agree to provide annual funding through their budget process on the same basis as the other IMAP Councils

(d) That those Actions, Projects and Intellectual Property already completed/undertaken by IMAP be quarantined to those participating Councils in place prior to membership of the new partner

(e) That, where possible, new members commence at the start of a financial year with approved funding in place

3.1.3 Finally, should the IMAP Councils agree to the "New Members" clause in general and the inclusion of Maribyrnong as a member in particular, then the 5 IMAP Councils should adopt updated Delegations and Terms of Reference for the IMAP Special Committees which include these amendments.

# refer to Attachment 12a for DRAFT Delegations and Terms of Reference documents

3.2 THREE YEAR IMPLEMENTATION PLAN

The Draft Three Year Implementation Strategy for the period 2013/14 through until 2015/16 has been prepared on the basis that:

3.2.1 the City of Maribyrnong is not included i.e. status quo – Attachment 12c

3.2.2 the City of Maribyrnong is included – Attachment 12d
4. DISCUSSION

4.1 CURRENT PROGRESS

Twenty one (21) Actions or 36% have either been closed (8) or completed (13), in full or in part, to date. Some residual advocacy work continues although the tasks are largely completed (for example, advocacy on the Water Sensitive Urban Design plan change (Action 9.3) and liquor licensing reforms (Action 6.3) is ongoing; involvement in research on Community Land Trusts as a tool for increasing affordable housing continues (Action 5.2)).

Five (5) Actions or 8% proceed through ongoing advocacy by the IMAP Councils either jointly or on an individual basis.

Seventeen (17) Actions or 29% are current or due to commence this year. The projects have indicative budgets so the expenditure can be planned and funds allocated. The funds are able to be held in the trust fund until the projects draw down the expenditure. There is generally a lag before the expenditure is incurred.

16 Actions (27%) have not been started or programmed into the current plan.

# Refer to Attachment 12b for the Progress Summary

4.2 NEW IMAP PROJECTS REQUIRING FUNDING

The Executive Officer has canvassed a number of key staff in the IMAP Councils to determine any new projects requiring priority for funding over the next 3 years. Some suggestions were received but lacked a consistent approach.

It was determined therefore, that joint workshops would be required to identify priorities in the new year. This would be easier to manage if the Committee were able to clarify Maribyrnong’s membership and in so doing, determine the amount of funds available for projects across 5 councils instead of 4 Councils going forward.

The Inner Melbourne Action Plan requires revision if the membership changes formally and the boundary alters. In addition, revision has been anticipated as a result of the state government’s Metro Strategy. It would be appropriate to undertake this work in the one process.

In addition, a number of new projects or extensions to projects have requested IMAP funding. These include:

4.2.1 The IMAP GIS project – Budgetted at $7200 + annual cost of living increases.

It is envisaged that this map base, as a start, could be used to map:
- the open space and trails data (Action 10.2),
- extensions to the bicycle network (Action 2.5)
- housing social infrastructure sites and capacities (Action 5.4 and 5.5)
- electricity distribution network (Action 9.4)
- cumulative effect of liquor licenses (Action 6.3)

Additional applications are also expected. Currently the data sets have to be matched and combined across the IMAP Councils.

4.2.2 Action 2.2/11 - Melbourne Signs Strategy: an indicative budget of $100,000 has been requested in 2013/14 to develop a consistent strategy across the inner Melbourne area, which would support the current visitor sign work being undertaken and build on the IMAP Wayfinding signage pilot project. This sum may need to be decreased or spread over 2 years to fit the funding model and is contingent on all councils seeking involvement in the project.

4.2.3 Action 5.2 Affordable Housing - A sum of $10,000 is proposed to enable the IMAP councils to participate in Phase 2 of the Community Land Trust (CLT) project being
undertaken by the Western Sydney University in conjunction with other Councils and housing associations across Australia. The CLT Manual for Australia has now been completed reviewing the legal framework in Australia. Phase 2 will develop case studies and funding examples. It is expected that additional sponsors will participate in Phase 2 now that the initial research has been undertaken.

4.2.4 **Action 7.2 Support Creative Businesses** — provision is made for some seed funding for this project to assist in data collection.

4.2.5 **Action 9.4 Green Roof initiatives** — provision is made for the IMAP Councils to partner in an Australian Research Council grant application by the University of Melbourne, to undertake research on rooftop climates which will be a useful add-on to the current Green Roofs manual in preparation.

4.2.6 **Revised IMAP Plan** — this will be required within the planning period as a result of the Metro Strategy and the possible inclusion of Maribyrnong — an estimate of $60,000 is provided for this project.

4.2.7 **Action 11** — ongoing funding for the successful IMAP Regional Tourism projects

Some changes to the project funding timelines of other projects are required to accommodate these priorities.

# Refer to Attachment 12c and 12d for the Draft Three Year Implementation Plan modelling

5. **Policy Implications**

Approval of these projects annually as part of a rolling 3 year Implementation Plan is delegated to the Inner Melbourne Action Plan Implementation Committee by the IMAP partner Councils. The Terms of Reference requirement for the IMAP Implementation Committee is to:

"Make recommendations to the member Councils of budget allocations required to effect the implementation of specific IMAP actions, to enable consideration in each Council's annual budgeting process. Each member Council's budget is expected to reflect necessary resources to deliver on commitments agreed in the Plan. The budget of each member Council would be specific to meeting the IMAP actions relevant to that respective municipality. The recommended budget allocation is to be based on the perceived benefits and / or capacity of each member Council."

6. **Financial and Resources Implications**

The IMAP Implementation Committee is to assess funding requests for all existing and new projects for the next 3 years.

Due to many of the projects preparing initial briefs in the current and previous financial year, the drawdown of funds has not occurred in the planned timeframe, however many of the bids are now confirmed and work is progressing to commit the funds. In other cases, the project has been delayed so that funding allocation across two years can be combined to commence the project.

The project funding for the implementation program of identified IMAP projects is derived from:

- Accumulated funds in the IMAP account
- The annual regional tourism contribution of $20,000
- The annual IMAP project contribution from the partner councils — currently $35,000 per council in 2012/13 based on the current project load and timing.
- Additional funding on a per project basis as required.

To meet the costs of the implementation program, the IMAP Councils' individual contributions for 2013/14 are proposed as follows:
6.1 the City of Maribyrnong is not included ie status quo

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMAP Annual Contribution</td>
<td>$35,000 — per Council</td>
<td>in line with the current year</td>
</tr>
<tr>
<td>IMAP Annual Tourism Contribution</td>
<td>$20,000 — per Council</td>
<td>in line with the current years</td>
</tr>
<tr>
<td>IMAP Share of Operational Costs</td>
<td>To be advised, estimated at</td>
<td>$42,000 per IMAP council</td>
</tr>
<tr>
<td>(Total $97,000 per IMAP Council)</td>
<td>$35,840 — for tourism and</td>
<td>nominated transport projects</td>
</tr>
<tr>
<td>City of Maribyrnong</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.2 the City of Maribyrnong is included.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>IMAP Share of Operational Costs</td>
<td>To be advised, estimated at</td>
<td>$34,000 per Council</td>
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<tr>
<td>(Total $89,000 per IMAP Council)</td>
<td>$35,840 — for tourism and</td>
<td>nominated transport projects</td>
</tr>
<tr>
<td>City of Maribyrnong</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7 CONCLUSION

The projects are in line with the existing Strategies and Actions contained in the Inner Melbourne Action Plan and are a continuation of the Three Year Implementation Plan approved by the Committee last year.

8 RECOMMENDATION

That the IMAP Implementation Committee resolves to:

a. **Note** this update on progress on the Inner Melbourne Action Plan, and

b. **Approve** the updated IMAP Delegations and Terms of Reference and recommend them to the 5 participating Councils for approval for a 5 year term or until further notice by the Council.

c. **Approve** the updated IMAP Three Year Implementation Plan, and

d. **Approve** the request for each of the IMAP Partner Councils to make provision for funding in the 2013/14 budget.
Minutes
Inner Melbourne Action Plan
Implementation Committee

Meeting No 28
8.00 am – 10.00 am Friday 7 December 2012
City of Stonnington
Council Chamber, Malvern Town Hall

PRELIMINARIES

1. The meeting started at 8.13am.

Appointment of Chair

1.1 That the IMAP Implementation Committee resolves to appoint Cr Koce as the Chair of the meeting.

MOVED MR LAWLER / Cr Fristacky
A vote was taken and the MOTION was CARRIED

2 Apologies and Introductions

2.1 That the IMAP Implementation Committee resolve to note the following apologies:

- Cr Catherine Cumming, Mayor, City of Maribyrnong
- Ms Rebecca Collins, Director Transport Strategies, Department of Transport
- Ms Vanda Iaconese, Interim Chief Executive Officer, City of Port Phillip

- Cr Matthew Koce, Mayor, City of Stonnington (Chair)
- Cr Ken Ong, Chair Future Melbourne (Planning) Committee, City of Melbourne
- Cr Jackie Fristacky, Mayor, City of Yarra
- Cr Amanda Stevens, Mayor, City of Port Phillip
- Ms Vijaya Vaidyanath, Chief Executive Officer, City of Yarra
- Mr Warren Roberts, Chief Executive Officer, City of Stonnington
- Mr Geoff Lawler, Director City Planning & Infrastructure, City of Melbourne

- Mr Adrian Salmon, Assistant Director Statutory Approvals, State Planning Services, DPCD
- Ms Dabobah Chemke, Department of Transport – for Rebecca Collins
- Mr Steve Booth, Director Melbourne Central V/BO, Department of Business & Innovation
- Ms Patricia Liew, Regional Director, Metropolitan NW Region, VicRoads
- Mr Rod Anderson, Group Manager Climate Change & Sustainability Services, DSE
- Mr Vince Haining, Chief Executive Officer, City of Maribyrnong

- Ms Elissa McElroy, IMAP Executive Officer
- Ms Sue Wilkinson, General Manager Environment & Planning, CoPP – for Vanda Iaconese
- Mr Malcolm McCall, Community Planning Coordinator, CoY
- Mr Ross Goeman, Manager Community Planning & Advocacy, CoY
- Mr Barry McGuren, Manager Tourism Melbourne, CoM
- Ms Gail Hall, Project Coordinator, Urban Landscapes, CoM
- Ms Jan Jacklin, Manager Economic & Cultural Development, CoS
- Ms Sandra Wade, Manager City Strategy, CoPP
- Mr Morris Bellamy, Manager Strategic Marketing, Communications & Advocacy, CoMar
The Chair welcomed the new members and visitors to the Committee.

### 3. Suspension of City of Melbourne's Local Law No. 1 Conduct of Meetings (No 1 of 2001)

3.1 That pursuant to Division 6, clause 14 of the Melbourne City Council's Conduct of Meetings Local Law 2001, the provisions of the Local Law be suspended for the duration of the meeting of the Inner Melbourne Action Plan Implementation Committee.

MOVED MR LAWLER/ Cr Ong
A vote was taken and the MOTION was CARRIED

### 4. Members Interest
 Disclosure by members of any conflict of interest in accordance with s.79 of the Act.

- None noted.

### 5. Confirmation of Minutes

Cr Ong noted a minor spelling amendment to item 11.

5.1 That the IMAP Implementation Committee resolves to confirm the minutes of the IMAP Implementation Committee No 27 held on 31 August 2012.

MOVED: Cr Ong/ Ms Vaidyanad
A vote was taken and the MOTION was CARRIED

### 6. Business Arising

The Executive Officer advised that:
- Completed items are marked in blue.
- Noted the meeting with the VCGLR was undertaken with representatives from the 5 councils attending.
- The Student Placement Showcase was held in November attracting 7 universities and representatives from 20 councils.
- That Sandra Wade CoPP would address the Live Band Venue item in the new year.
- Noted the invitation to the CLT forum on December 14th, 2012. The Committee noted a number of older items that had not been addressed. The Executive Officer will report back on them on 1 March 2013.

6.1 That the IMAP Implementation Committee resolves to note the actions undertaken in response to business arising from previous minutes.

MOVED MR ROBERTS / Cr Ong
A vote was taken and the MOTION was CARRIED

**Correspondence**

Outwards
- Letter to Mailing List accompanying IMAP Annual Report Summary

Inwards
- Invitation to CLT Forum on 14 December 2012

Action: Executive Officer to report back on outstanding older items in Business Arising.
7. IMAP Communication and Governance

The Executive Officer updated Cr Fristacky on the Action 3.5 Reduced Through Traffic project. She noted her attendance at the DSE Accord Showcase and tabled information on the new Victorian Adaptation & Sustainability Partnership and the EOI information for the Ministerial Advisory Committee to elected representatives.

Mr Rod Anderson provided further information on the membership and terms of reference of the new Partnership's Advisory Committee for interested Councillors and advised on the secondment position for a council staff member to work on the new program at DSE for a year. He noted there has been no announcement on the grants program as part of the new partnership. The new Partnership Advisory Committee will advise on criteria and priorities for these grants.

Mr Lawler felt it would be useful for IMAP to have a working relationship with this partnership and its representatives. Mr Anderson advised he is closely linked and can provide a presentation to IMAP.

7.1 That the IMAP Implementation Committee resolve to note the Communications and Governance Briefing Paper

MOVED CR ONG / Cr Fristacky

A vote was taken and the MOTION was CARRIED.


The Executive Officer advised that the revenue has been invoiced outside of this period. She noted the project budget primarily reflects the year in which the funding is available to allocate to projects, and that the expenditure often occurs later - but can be carried forward via a trust fund.

Cr Ong queried how well the Skybus Program is going. Barry McGuren advised some work is proposed to gauge effectiveness of this new strategy.

8.1 That the IMAP Implementation Committee resolve to receive the IMAP Financial Report for the period ending 30 September 2012.

MOVED CR ONG / Mr Roberts

A vote was taken and the MOTION was CARRIED

Patricia Liew joined the Committee at 8.25am

9. Progress Report

Comments and Discussion

Action 2.5 Bicycle network

Mr Lawler clarified that although state government had not budgetted for new bike funding, there was funding in place from previous years still to be expended.

Ms Liew noted the need for VicRoads to work closely with Councils on bike infrastructure projects.

Cr Ong noted the variation in design across Inner Melbourne and the need to standardise this.

Mr Lawler thought it would be advantageous to develop a design framework. He felt the Bike Network work was a really important part of the IMAP, the network connections being one of its successes, and saw that it would be useful to connect Maribyrnong into the network.

Mr Haining noted that cycling is not as well advanced in the west, there is less access, the reading network is dominated with 20,000 trucks per day, design elements are critical, with significant challenges and opportunities.

Mr Roberts agreed that a bicycle design framework is required with a range of options for different locations/network/capacity/volume etc – not a “one size fits all” approach.

Mr Lawler suggested that a group be created to work on this with the inclusion of VicRoads and the City of Maribyrnong and that consideration be given to how the Priority Bike Routes map could be extended westerly. Cr Ong noted that disability access should also be in our thinking when considering design frameworks.

Action 9.4 Distributed Energy:

Mr Lawler explained that the project will map energy consumption across Inner Melbourne. CSIRO is undertaking the research and will bring in the private sector. The aim is to have the model apply elsewhere. The map will give developers certainty about where they could locate local generation and supply the grid.
<table>
<thead>
<tr>
<th>Action</th>
<th>Description</th>
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<tbody>
<tr>
<td>9.1</td>
<td>That the IMAP Implementation Committee resolves to note the IMAP Progress Report for December 2012.</td>
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<tr>
<td></td>
<td>MOVED CR GONG / Ms. Vaidyanathi</td>
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<td></td>
<td>A vote was taken and the MOTION was CARRIED</td>
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<td></td>
<td>Action: Executive Officer to refer comments to the Action 2.5 project team to note.</td>
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<td>10.</td>
<td>Action 9.4 Growing Green Guide</td>
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<td></td>
<td>Ms Hall gave an overview of the project outcomes, funding, partnerships and timeline for the benefit of new members.</td>
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<td>She advised that the project team were drafting guidelines as a result of the stakeholder workshops and that the Steering Group were currently looking at the Opportunities Assessment for demonstration sites. Each council has identified a number of sites for consideration. A consultant is to be appointed to provide a feasibility study for selected sites which will identify if the microclimate is appropriate, whether the roof can take the weight of a green roof etc. The draft Consultant brief was available for the Committee’s information.</td>
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<td>Comments &amp; Discussion</td>
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<td>In response to comments, it was noted that the insulative effect of green roofs is being monitored by the University of Melbourne. The outcome of their research will be incorporated in the Guidelines.</td>
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<td>MOVED CR FRISTACKY / Cr Stevens</td>
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<td>A vote was taken and the MOTION was CARRIED</td>
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<td>11.</td>
<td>Action 11 Regional Tourism Program - Draft Strategic Plan 2013-16</td>
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<td></td>
<td>Mr McGuren advised that the Tourism Working Group was currently into the last financial year of their 3 year strategy and were requesting funding be put in place for the next 3 years in the Committee’s Three Year Implementation Plan. He noted:</td>
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<td>• they are yet to develop the detailed Action Plan for 2013/14 - to be undertaken in March 2013,</td>
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<td>• with significant turnover of members recently, they needed to spend time developing the group’s focus</td>
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<td>• the high level projects would continue - tourism map, integrating Maribyrnong, digital map development, Family program, Skybus promotion</td>
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<td>Comments &amp; Discussion</td>
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<td>• Maps on smartphones? Mr. McGuren noted that digital versions are useful when planning a visit, however maps are needed when visitors arrive, &amp; roaming is expensive, hence IMAP is still printing large quantities. Visual Voice and CoM’s GIS staff are working to develop digital maps.</td>
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<td>• Public transport on the Map? Noted the map has significant PT routes marked, recently increased when the colour palate changed to reflect the PTV colour scheme. The working party is working with DML regarding the Official Visitors Map to include the IMAP map without extensive advertising.</td>
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<td>• The tourism work is one of the successes of IMAP - visitors don't recognise municipal boundaries</td>
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<td>• Consider inclusion of the bike share scheme as an icon on the map? The scheme is being extended as it is used by visitors and locals &amp; being promoted to commuters to continue increased usage.</td>
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<td>o Hotels need to be members of Bike Share</td>
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<td>o Hotel Concierges/hotel mini bars being targeted to hold Tourism Pack for MYKI -- good example of leveraging off another program</td>
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<tr>
<td></td>
<td>o Bike tracks used by all walks of life, now becoming mainstream</td>
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<td></td>
<td>11.1 That the IMAP Implementation Committee:</td>
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<td></td>
<td>a. Notes the success of the Working Group to date and approves the Draft Regional Tourism Strategic Plan 2013-2016.</td>
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<tr>
<td></td>
<td>b. Approves the continuation of the current funding arrangements for a further 3 years as part of</td>
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MOVED CR FRISTACKY / Or Ng
A vote was taken and the MOTION was CARRIED

Action: Executive Officer to follow up on inclusion of bike share sites on the tourism map

12. (Action 11) Melbourne Visitor Signs Project
   Barry McGuren, Manager Tourism Melbourne, CoM attended for this item.

   Mr McGuren noted that he was flagging this project while it was still at the concept stage so that funding provision can be considered. The Melbourne Tourism Partnership had established a committee to look at visitor signage. IMAP is represented on this. An overarching Style Guide that everyone can adopt has been suggested by that committee. $20K per council is likely to be at the high end of the cost. CoM have already identified the need to do this project and will be putting it up for consideration at the next budget round. The request is for additional funding for this item as it is not just about tourism.

   Comments & Discussion
   - Makes sense to have consistent visitor signage with no differentiation across councils.
   - CoY have just launched their Route 86 tram to support traders and encourage residents and visitors to shop locally. CoS Christmas tram also running. Yarra Trams could become the canvas to link us all in inner Melbourne - the "moving billboard".
   - Ms Wilkinson noted that Greater London pulled off consistent wayfinding. Benefits include greater use of public transport and easier moving around the city. Mr McGuren noted the "legible London" model was being used as a reference for this project.
   - Mr Roberts clarified that approval of a provisional sum will ensure it is included in the budget, to be agreed to when that item is discussed.

   12.1
   a. That the IMAP Implementation Committee provides conditional approval for the IMAP Councils to be part of the development of a Signage and Wayfinding Strategy for the Inner Melbourne Region including the adoption of shared principles, guidelines and, if relevant, updates of each council's Style Manual; and
   b. That the IMAP Councils budget a provisional sum (estimated at $20K each) for the development of a consistent inner Melbourne Signage Strategy and Style Manual which will enable alignment with the City of Melbourne’s signage project.

   MOVED CR ORG / Cr Fristacky
   A vote was taken and the MOTION was CARRIED

13. Action 5.3 Integrating Public Housing Estates
   Mr Malcolm McCall, Community Planning Coordinator (CoY) attended for this item.

   Mr McCall gave the Committee a summary of the project history, noting that an open, agreed and transparent process between Councils and DHS is the aim of this project.

   Comments & Discussion
   - While we may differ on objectives, it is still possible for Councils and the department to go through the process together
   - Agree best practice is a collaborative framework where we share knowledge and intelligence. The community should not have to go to multiple doors to consult on these developments.
   - We are asking for a framework with purpose and principles on how to work within this process
   - There has been some acknowledgement that the stage 1 processes undertaken by the Department could have been improved, were affected by the GFC aims, created some setbacks etc
   - IMAP Councils' representatives need to emphasise that we want to be a partner in the process
   - There has recently been a significant change in the Department's approach which we all recognise; timeframes are extended, there is more engagement, observer status is being provided, the involvement of the Victorian Government Architect on design is applauded — all of which assists in bridge building by the Department.
   - It is important to note that the "people side" of these developments has to be kept in mind by the Department. They are responsible for managing people through transition - and change is something
that local governments do well). For example, the provision of local facilities like schools have to be taken into consideration so that additional travel costs are not imposed on their residents. Need to take a holistic approach.

- The Committee remains interested in discussing these principles with the Minister and suggested inviting the Minister to attend the next IMAP Implementation Committee meeting on 1 March 2013.
- Councils need to support the Victorian Government Architect’s continued involvement in these projects.
- Suggestion that we could also meet with the Director of the Property Portfolio’s Social Policy counterpart.
- It is best to see this as a stepped process – where we undertake a step at a time and work our way through. Best to start with the meeting with Fiona Williams and see what that achieves initially.
- It was noted that the Department seemed to be well engaged with our consultant, Bev Kilger, by the end of her research phase.

13.1 That the IMAP Implementation Committee:
   b. invite the Minister for Housing to attend the next IMAP Implementation Committee meeting on 1 March 2013.

MOVED CR ONG / Mr Roberts
A vote was taken and the MOTION was CARRIED

Action: Executive Officer to invite the Minister for Housing to the next IMAP meeting end to report back on the meeting with Fiona Williams next week.

14. IMAP GIS Project
The Executive Officer outlined the benefits of this project.

Comments & Discussion
The Committee asked that IMAP ensure:
- the Councils owned the data/information,
- that it was platform independent ie standardised format, and
- that our agreement with the supplier allows us to change the service provider or take control of the system. It was noted that hosting off site is generally a safe option.

14.1 That the IMAP Implementation Committee:
   a. Approves the development of the IMAP GIS.
   b. Resolves to make provision in the IMAP Three year Implementation Plan to fund the upkeep of the IMAP GIS on an annual basis.

MOVED CR ONG / Cr Fristacky
A vote was taken and the MOTION was CARRIED

Action: Executive officer to ensure contract agreement covers the committee’s concerns regarding data ownership and independence

15. Action 7.2 Support Creative Businesses
The Executive Officer noted that a preliminary meeting had been held which was well attended by the 5 councils and DBI. Due to the breadth of work and research being undertaken in this sector, there was the need for some funding of preliminary investigations for this new project so that the IMAP project can be defined.

Comments & Discussion
Cr Fristacky discussed the increased pressures faced by the inner city areas.
Ms Wilkinson noted the opportunity for state and local government to learn what supports these businesses to survive, and to understand the opportunities creative businesses bring to diversification and the development of clean industries.
The Chair identified the importance of small businesses, hubs and clusters which forestry industry often draws on.
Mr Booth noted changes to the Melbourne economy, new job creation in the inner city and moves towards a professional services type economy.
15.1 That the IMAP Implementation Committee resolves to make provision in the IMAP Three Year Implementation Plan for $10,000 in the current financial year to fund:
   a. initial data collection of work being undertaken across the 5 IMAP Councils in the creative businesses sector
   b. analysis, as required, to assist in the development of a Project Brief for Action 7.2.

MOVED MR LAWLER / Cr Ong
A vote was taken and the MOTION was CARRIED

Action: Executive Officer to engage assistance to document work currently being undertaken in the 5 councils areas in the creative industries sector.

16. IMAP Three Year Implementation Plan
A revised report on this item had been circulated prior to the meeting.

The Executive Officer advised of the need to renew the Special Committee delegations within 12 months of the election and identified the opportunity to include a "new members" clause which would allow discussion of entry by the City of Maribyrnong.

As a decision on this would affect Maribyrnong's budgeting for the year, 2 draft budgets had been prepared to clarify funding options—one with their full inclusion, and the status quo, for consideration. Inclusion would also enable Maribyrnong to be part of the planning process to review the plan.

Prior to referral to the 4 IMAP Councils for discussion and approval, she noted that the Implementation Committee would need to approve the inclusion of Maribyrnong as a first step.

Comments & Discussion
Mr Haining told the Committee of his Council's interest in membership, however he noted this would still need a resolution of his Council; that they have an interest in all projects and agree with the process proposed.

The Committee agreed to discuss the matter further in the Confidential section of the meeting, and in the interim moved the following, subject to further discussion:

16.1 That the IMAP Implementation Committee resolves to:
   a. Note this update on progress on the Inner Melbourne Action Plan, and
   b. Support the amendments to the IMAP Delegations and Terms of Reference and recommend them to the 5 participating Councils for approval for a 5 year term or until further notice by the Council,
   c. Approve Budget 2c version of the Three year Implementation Plan (without the City of Maribyrnong being a full member) in the interim and that City of Maribyrnong note the cost to their Council for full membership in 2013/14.

MOVED MR ROBERTS / Cr Ong
A vote was taken and the MOTION was CARRIED

CONFIDENTIAL BUSINESS
Time 10.05am

Procedural Motion:
That the IMAP Implementation Committee resolves to proceed into Confidential Business and the meeting be closed to the public as the matter to be considered falls within the ambit of:
   - Section 89 (2) (d) Contractual Matters of the Local Government Act 1989 and
   - Section 89 (2) (h) Any other matter which the Council or Special Committee considers would prejudice the Councils or any person.

MOVED CR FRISTACKY / Cr Stevens
A vote was taken and the MOTION was CARRIED

Cr Ong left the meeting at 10.05am
Procedural Motion:
That the IMAP Implementation Committee resolves that the meeting be re-opened to the public.

MOVED MR ROBERTS / Cr Fristacky
A vote was taken and the MOTION was CARRIED
Time 10.28am

OTHER BUSINESS

19. Other Business

Next Meeting Friday 1 March 2013 (8.00am)
City of Port Phillip

The Meeting closed at 10.30am
### RESOLUTIONS

1.1 That the IMAP Implementation Committee resolves to appoint Cr Koeo as the Chair of the meeting.

2.1 That the IMAP Implementation Committee resolve to note the following apologies:
- Cr Catherine Cumming, Mayor, City of Maribyrnong
- Ms Rebecca Collins, Director Transport Strategies, Department of Transport
- Ms Vandra Lassos, Acting Chief Executive Officer, City of Port Phillip

3.1 That pursuant to Division 6, clause 14 of the Melbourne City Council’s Conduct of Meetings Local Law 2001, the provisions of the Local Law be suspended for the duration of the meeting of the Inner Melbourne Action Plan Implementation Committee.

4.1 That the IMAP Implementation Committee resolves to confirm the minutes of the IMAP Implementation Committee No 27 held on 31 August 2012.

5.1 That the IMAP Implementation Committee resolves to note the actions undertaken in response to business arising from previous minutes.

6.1 That the IMAP Implementation Committee resolves to note the Communications and Governance Briefing Paper.

7.1 That the IMAP Implementation Committee resolves to receive the IMAP Financial Report for the period ending 30 September 2012.

8.1 That the IMAP Implementation Committee resolves to note the IMAP Progress Report for December 2012.

9.1 That the IMAP Implementation Committee resolves to note the progress report on Action 9.4 Growing Great Guide for Melbourne project and the intention to engage a consultant/s for elements of the project.

10.1 That the IMAP Implementation Committee resolves to:

  a. Note the success of the Working Group to date and approve the Draft Regional Tourism Strategic Plan 2013-2016.
  b. Approve the continuation of the current funding arrangements for a further 3 years as part of its IMAP Three Year Implementation Plan.

12.1 a. That the IMAP Implementation Committee provides conditional approval for the IMAP Councils to be part of the development of a Signage and Wayfinding Strategy for the Inner Melbourne Region including the adoption of shared principles, guidelines and, if relevant, updates of each council’s Style Manual; and

  b. That the IMAP Councils budget a provisional sum (estimated at $50K each) for the development of a consistent Inner Melbourne Signage Strategy and Style Manual which will enable alignment with the City of Melbourne’s signage project.

13.1 That the IMAP Implementation Committee:

  b. invite the Minister for Housing to attend the next IMAP Implementation Committee meeting on 1 March 2013.

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  b. Resolves to make provision in the IMAP Three Year Implementation Plan to fund the upkeep of the IMAP GIS on an annual basis.

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  c. Approve Budget 2c version of the Three year Implementation Plan (without the City of Maribyrnong being a full member) in the interim, and that City of Maribyrnong note the cost to their Council for full membership in 2013/14.

### Procedural Motion:

That the IMAP Implementation Committee resolves to proceed into Confidential Business and the meeting be closed to the public as the matter to be considered falls within the ambit of Section 99 (2) (d) Contractual Matters of the Local Government Act 1989 and Section 89 (2)(h) Any other matter which the Council or Special Committee considers would prejudice the Councils or any person.

### Procedural Motion:

That the IMAP Implementation Committee resolves that the meeting be re-opened to the public.
<table>
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<tr>
<th>Item</th>
<th>Responsibility</th>
<th>Action</th>
<th>Due</th>
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<tbody>
<tr>
<td>8 Bus Arising</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to report back on outstanding older items in Business Arising</td>
<td>1 March 2013</td>
</tr>
<tr>
<td>9 Progress report</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to refer comments to the Action 2.6 project team to note.</td>
<td>December 2012</td>
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<tr>
<td>11 Strategy 11</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to follow up on inclusion of bike share sites on the tourism map</td>
<td>February 2013</td>
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<tr>
<td>13 Action 9.3 report</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to invite the Minister for Housing to the next IMAP meeting and to report back on the meeting with Fiona Williams next week.</td>
<td>December 2012</td>
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<tr>
<td>14 IMAP GIS Project</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to ensure contract agreement covers the committee's concerns regarding data ownership and independence.</td>
<td>December 2012</td>
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<tr>
<td>15, Action 7.2</td>
<td>Executive Officer</td>
<td>Action: Executive Officer to engage assistance to document work currently being undertaken in the 6 councils areas in the creative industries sector.</td>
<td>January 2013</td>
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