

CO-OPERATIVE MANAGEMENT AGREEMENT

between

Barengi Gadjin Land Council Aboriginal Corporation

and

State of Victoria



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RECITALS

- A** William John Kennedy (Senior) and Kaylene Pamela Clarke filed *Wotjobaluk People & Ors v State of Victoria & Ors Native Title determination applications* VID6002/98 (Application VID6002/98), VID6009/98 (Application VID6009/98) and VID6005/99 (Application V6005/99) in the Federal Court of Australia for and on behalf of the Wotjobaluk People.
- B** Application VID6002/98 was referred to mediation on 9 September 1999 under the auspices of the National Native Title Tribunal pursuant to s86B of the *Native Title Act 1993* (Cth) (the NTA).
- C** The names of Application VID6002/98, Application VID6009/98 and Application VID6005/98 were all amended on 1 April 2005 to Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagalk Peoples v State of Victoria & Ors native title determination application (VID6002/98).
- D** The parties to Application VID6002/98, Application VID6009/98 and Application VID6005/99 have obtained Orders by consent from the Federal Court pursuant to s87(2) of the NTA (the consent determinations). The Application VID6002/98 consent determination recognises the Wotjobaluk People as native title holders over Determination Area A and determines that native title does not exist over Determination Area B.
- E** The Application VID6009/98 and Application VID6005/99 consent determinations determine that native title does not exist over the areas covered by those Applications.
- F** The Wotjobaluk People have established the Barengi Gadjin Land Council Aboriginal Corporation (BGLCAC).
- G** The BGLCAC:
- (a) is a corporate entity incorporated pursuant to the *Aboriginal Councils and Associations Act 1976* (Cth); and

- (b) has been nominated, pursuant to s56(2) of the NTA, to be the prescribed body corporate to hold the native title rights and interests, in trust, on behalf of the Wotjobaluk People; and
 - (c) performs the functions set out in s57(1)(a) and (b) of the NTA and in regulation 6 of the *Native Title (Prescribed Bodies Corporate) Regulations 1999* (Cth).
- H** The State of Victoria (the State) recognises that the Wotjobaluk People have a close cultural association with a part of Determination Area B, to be referred to as the ‘Core Area’.
- I** The State recognises that, in addition to Determination Area A, there are certain areas of special significance to the Wotjobaluk people. Together, Determination Area A and the areas of special significance make up the Agreement Area.
- J** For that reason, in addition to agreeing to provide its consent to the consent determination for Application VID6002/98, the State has agreed to deliver certain benefits to the BGLCAC pursuant to the agreements listed in Schedule 1 (the Settlement Package).
- K** Accordingly, the State has agreed to recommend to the Minister the establishment of a committee to be known as the Winyula Council.
- L** In establishing the Winyula Council, the Minister or the Secretary, as applicable, intends to refer the matters described in this Agreement to it for consideration.
- M** The Winyula Council will formalise the BGLCAC’s involvement in the management of the Agreement Area and facilitate the development of a sustainable relationship based on recognition and mutual respect.
- N** The State will adopt a flexible and learning approach to working with the BGLCAC. The BGLCAC, and its members, will adopt a flexible and learning approach to State land management policies and processes.
- O** The purpose of this Agreement is to set out the terms and conditions reached between the State and the BGLCAC, including the Terms of Reference of the Winyula Council that the State will recommend to the Minister.

IT IS AGREED

1 Definitions

1.1 Certain words used in this Agreement have the meanings listed below:

Agreement Area – comprises the areas shaded orange on the maps provided in **Schedule 2**.

BGLCAC – means the Barengi Gadjin Land Council Aboriginal Corporation.

Business Day – means a weekday on which banks are open in Melbourne.

Consent determinations - means the determinations made by consent by the Federal Court of Australia in Application VID6002/98, Application VID6009/98 and Application VID6005/99, respectively.

Convenor means the person referred to in **Schedule 4**.

Core Area – means the area over which the State has recognised that the Wotjobaluk People have maintained a cultural association. This area is bordered with a broken line on the maps provided in **Schedule 2**.

Determination Area A – means the area described in Order 1 of the Application VID6002/98 consent determination, the subject of a determination as to the existence of native title.

Determination Area B – means the area described in Order 1 of the Application VID6002/98 consent determination, the subject of a determination that native title does not exist.

Executive Officer – means the person referred to in **Schedule 4**.

Funding Agreement – means the Funding Agreement between the State and the BGLCAC listed in **Schedule 1**.

Land Manager - means the person or persons, or body corporate, who pursuant to legislation is directly responsible for the care and management of specified Crown land including a committee of management appointed or continued under the *Crown Lands (Reserves) Act 1978* (Vic), and a trustee but does not include lessees or licensees.

Law – includes statutes, regulations and other subordinate legislation and common law.

Management plans, strategies, prescriptions or other instruments - means documents prepared by a Land Manager which outline how it proposes to care for and manage Crown land within the Agreement Area for which it is directly responsible.

Minister – means the Minister of the State who from time to time is responsible for the administration of the Act of Parliament under which the particular Crown land to which this Agreement relates is respectively managed or controlled, or their authorised delegate

Party– means a Party to this Agreement.

Secretary means a Secretary which is empowered by an Act of Parliament to make decisions regarding the administration of the particular Crown land to which this Agreement relates, or their authorised delegate.

State – means the State of Victoria and includes all Ministers, Departments, statutory authorities and delegated managers.

Terms of Reference – means those terms set out in **Schedule 3**.

Wotjobaluk People – means the native title holders described in Order 1 and Schedule 7 of the Application VID6002/98 consent determination.

Winyula Council – means the committee established by the Minister for Environment pursuant to Clause 3.2 which will have the Terms of Reference set out in **Schedule 3**.

Wotjobaluk Person – means a member of the Wotjobaluk People.

1.2 In this Agreement, unless the contrary intention appears:

- (a) reference to any person includes a reference to that person’s personal representatives, successors and transferees (whether by assignment, novation or otherwise pursuant to law);
- (b) a reference to any group includes a reference to the members of the group from time to time;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

- (d) the meaning of general words is not to be limited by the meaning of accompanying specific words;
- (e) the singular includes the plural and vice versa;
- (f) a reference to an individual or person includes a company, corporation, partnership, firm, joint venture, association (whether incorporated or not), body, authority, trust, state or government and vice versa;
- (g) a reference to a Clause, sub-Clause, Schedule or attachment is to a Clause, sub-Clause, Schedule or attachment of or to this Agreement;
- (h) the Schedules form part of this Agreement;
- (i) the recitals form part of this Agreement;
- (j) a reference to any agreement, arrangement, understanding, document, deed or protocol is to that agreement, arrangement, understanding, document, deed or protocol (and, where applicable, any provisions) as amended, novated, supplemented or replaced from time to time;
- (k) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (l) an agreement, representation or warranty on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally.

1.3 This Agreement shall be governed by and construed in accordance with the law of Victoria.

1.4 The terms and conditions of this Agreement apply to the full extent that they are capable of operating concurrently with applicable laws. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal, it is severed. The remainder of this Agreement has full force and effect. This Clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

1.5 This Agreement may consist of several counterparts. They make one original instrument.

1.6 This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter to which this Agreement relates. There are no other agreements, arrangements or understandings (whether oral or written, or before or after

the signing of this Agreement) between the Parties relating to this Agreement or its subject matter.

2 Parties

2.1 The Parties to this Agreement are:

- (a) the State; and
- (b) the BGLCAC.

2.2 For the avoidance of doubt, the entry by the State into this Agreement binds all Ministers of the State, State Government Departments, statutory authorities established under State legislation, and organisations responsible for the management on behalf of the State of Crown land to which this Agreement relates.

3 Purpose

3.1 The purpose of this Agreement is to facilitate:

- (a) the active involvement of the Wotjobaluk People in decisions about the management of land within the Agreement Area including the integration of Wotjobaluk knowledge, internal decision-making processes and perspectives into management planning and works programming;
- (b) the development of mutual recognition and trust between the Wotjobaluk People and the State; and
- (c) the identification and promotion of employment, training and economic development opportunities for the Wotjobaluk People.

4 Winyula Council

4.1 The Minister for Environment shall establish the Winyula Council which shall have the Terms of Reference outlined in **Schedule 3**.

4.2 The purpose of the Winyula Council will be to formalise the Wotjobaluk people's involvement in the management of the Agreement Area and facilitate the development of

a sustainable partnership between the State and the Wotjobaluk people based on recognition, mutual respect and agreed goals.

- 4.3 In the process of making a decision regarding the management of lands within the Agreement Area, the Minister or the Secretary, as applicable, will take into account relevant advice and recommendations he or she has received from the Winyula Council in accordance with this Agreement.

5 Application

- 5.1 The provisions of this Agreement apply to the Agreement Area.

6 Relationships

- 6.1 The State shall where relevant encourage other organisations to develop a communication protocol and working relationship with the Winyula Council concerning the Agreement Area.

7 Review and Variation

- 7.1 The terms and conditions of this Agreement, including the role and structure of the Winyula Council will be subject to ongoing review.
- 7.2 The first review will take place two years after the establishment of the Winyula Council and subsequently every two years after that date and any other time as considered appropriate and agreed to by the parties.
- 7.3 Subject to Clause 7.4, this Agreement can be varied at any time but only with the agreement in writing of the Parties.
- 7.4 Any proposal to amend the Agreement Area must have been considered by the Winyula Council in accordance with Clause 14.

8 Management plans, strategies, prescriptions or other instruments

- 8.1 When preparing or reviewing any management plans, strategies, prescriptions or other instruments affecting the Agreement Area, the State will ensure that it:
- (a) advises the Winyula Council of its intent to prepare or review a management plan, strategy, prescription or other instrument;
 - (b) involves the Winyula Council, from the outset, in the planning process for the work referred to in Clauses 8.1 and 9.1 and the preparation of the project briefs for that work; and
 - (c) provides opportunities for the Winyula Council, at any time, to advise on cultural matters which are significant to the Wotjobaluk People concerning the Agreement Area.
- 8.2 Subject to Clause 15, the State must obtain the final endorsement of the Winyula Council prior to publishing the finalised management plan, strategy, prescription or other instrument.

9 Works Program

- 9.1 The State agrees, in respect of any Crown lands in the Agreement Area for which it is responsible, to:
- (a) refer all of its proposed annual works programs to the Winyula Council for review and comment;
 - (b) involve the Winyula Council in developing all works programs;
 - (c) meet with the Winyula Council to review all works programs; and
 - (d) obtain the endorsement of the Winyula Council regarding all interpretative and educational material relating to Indigenous cultural matters, subject to Clauses 14 and 15.

10 Appointment of Land Manager

- 10.1 The State will seek the view of the Winyula Council before making or revoking the appointment of a Land Manager over Crown lands in the Agreement Area.

11 Land Status

- 11.1 The State will seek the endorsement of the Winyula Council prior to altering the status of any lands in the Agreement Area, subject to Clauses 15 and 16.

(a) Examples of an alteration to the land status include, but are not limited to, the reservation, sale or excision from or addition to any park or reserve.

- 11.2 The State will notify the Winyula Council of all lands that enter the Crown estate within the Agreement Area.

12 Land Owner Consent

- 12.1 The State will ensure that prior to granting land owner consent it will refer all new applications for land owner consent within the Agreement Area to the Winyula Council for endorsement, subject to Clauses 15 and 16.

- 12.2 Where a class of consents has been approved by the Winyula Council Clause 12.1 will not apply to individual applications for land owner consent within that class.

13 Wildfire, emergency response and incident management

- 13.1 The State will, where possible, seek the views of the Winyula Council on wildfire and other emergency incidents and their management as soon as practicable after they have occurred.

14 Amendments to Agreement Area

- 14.1 If a Party wishes to add to, or subtract from, the Agreement Area then it must request the Executive Officer to include the suggested amendment as an item on the agenda of the next Winyula Council meeting.
- (a) The request for amendment must include a written description of the relevant area and reasons as to why it should be added to, or deleted from, the Agreement Area.
 - (b) To be eligible for suggestion as an addition to the Agreement Area, an area must be Crown land which falls within the boundary of the Core Area.
 - (c) The Winyula Council must consider all suggestions which satisfy Clauses 14.1(a) and 14.1(b) and may recommend that the suggestions be approved with or without amendments, rejected or reserved for further study and discussion.
 - (d) The Executive Officer must advise the Minister for Environment of any recommendation of the Winyula Council under Clause 14.(c).

15 Limitations of the Winyula Council

- 15.1 If the Winyula Council considers that it should refuse to endorse any matter which is required to be submitted to it for endorsement under this Agreement (proposed action), it must provide its reasons for refusing endorsement to the person who on behalf of the State, referred the matter to the Winyula Council for refusing endorsement and the following provisions apply:
- (a) The State and the Winyula Council agree to discuss the proposed action and the Winyula Council's reasons for refusing endorsement in good faith with a view to seeking to resolve the matter.
 - (b) If the matter cannot be resolved within a reasonable time period, the proposed action may proceed if:
 - (i) the Minister or Secretary, after considering the Winyula Council's reasons and the discussions pursuant to Clause 15.1(a), is satisfied that it should; and

- (ii) the Minister or Secretary as appropriate communicates the reasons for this to the Winyula Council.

16 Limitations of this Agreement

16.1 To be clear, nothing in this Agreement:

- (a) affects or alters the operation of any law;
- (b) will require a Land Manager, a Minister, a Secretary, or any other relevant decision-maker from acting otherwise than in accordance with the law;
- (c) limits the State's powers or prerogatives under any law or policy;
- (d) limits the powers of a Land Manager, a Minister, a Secretary, or any other decision-maker in relation to any matter;
- (e) affects any rights, duties or obligations arising from the operation of the Archaeological and Aboriginal Relics Preservation Act 1972 (Vic) or the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth); or
- (f) limits the capacity of organisations responsible for managing the Agreement Area to continue to perform their established functions including, as applicable, in relation to the management of lands or waters and the provision of independent advice.

17 Notices

17.1 The Parties' contact details are set out in **Schedule 5**. A Party may change its contact details from time to time by notice in writing to all of the other Parties.

SCHEDULE 1: SETTLEMENT PACKAGE

	Parties	Area affected	Content (summary)
Consent Determinations	All Parties to Application VID6002/98. Application VID6009/98. Application VID6005/99.	Determination Areas A and B. Areas within VID6009/98 Areas within VID6005/99	Native title exists in Determination Area A. Native title does not exist in Determination Area B. Native title does not exist. Native title does not exist.
Indigenous Land Use Agreement (Area Agreement)	State BGLCAC Kaylene Pamela Clarke, William John Kennedy (Senior).	ILUA Area (all of Determination Area A and Determination Area B and any Unclaimed Crown land)	Compensation Validation of future acts Application of future act regime
Access Agreement	State, BGLCAC, all respondent Parties in Application VID6002/98 with an interest in Determination Area A.	Determination Area A	Mutual acknowledgments of native title rights and rights of other Parties in Determination Area A
Licensing Agreement	BGLCAC State	Agreement Area	State to grant licences to BGLCAC on an individual and group basis. BGLCAC warrants that its members will comply with licence conditions.
Consultation Agreement	BGLCAC State	Agreement Area	Creates a process of seeking and considering views of BGLCAC before certain permits are issued by the State
Wotjobaluk Co-operative Management Agreement	BGLCAC State	Determination Area A and other specified sites on Crown land together comprising the Agreement Area.	Establishes Winyula Council of BGLCAC and State representatives Creates a process that involves BGLCAC in planning, management and works programs for the relevant area.
Contract of Sale of Crown Land in Fee Simple by Private Treaty	BGLCAC State	3 properties	State agrees to grant land to BGLCAC
Funding Agreement	BGLCAC State		State agrees to provide funding for freehold land, capital works and administrative support.

SCHEDULE 2: MAPS OF AGREEMENT AREA

SCHEDULE 3: TERMS OF REFERENCE OF THE WINYULA COUNCIL

Objectives

1. The objectives of the Winyula Council are:
 - 1.1 to act as the vehicle for facilitation of co-operative management of the Agreement Area;
 - 1.2 to facilitate the sharing of knowledge and understanding between the Wotjobaluk People and the State; and
 - 1.3 to develop a partnership that recognises shared interests and goals of working to improve the environmental, cultural and social management of the Agreement Area.

Functions of the Winyula Council

2. The function of the Winyula Council is to provide advice and make recommendations to the State in relation to:
 - 2.1 the development, implementation and review of agreed land management policies, programs and services;
 - 2.2 encouraging and assisting communication between the State and the BGLCAC;
 - 2.3 advising the relevant Land Manager of any flora and fauna (including pests) that is causing significant disturbance;
 - 2.4 recommending which species and quantities of flora and fauna may be collected or not;
 - 2.5 recommending the taking of certain species and quantities of fish;
 - 2.6 recommending to the State or Land Manager (as relevant) that a permit may or may not be issued for the collection and use of non-threatened flora and fauna;
 - 2.7 assisting in the development of flora and fauna research and restoration programs; and
 - 2.8 improving the environmental, cultural, spiritual and social management of the Agreement Area.
3. In addition the Winyula Council will:
 - 3.1 provide advice and make recommendations to the State in relation to any matters referred to it by the Minister or the Secretary;
 - 3.2 assist in the implementation of departmental policies, programmes and services;
 - 3.3 monitor the effectiveness, efficiency and economy of departmental policies, programmes and services relating to the Agreement Area; and

- 3.4 encourage and assist communication between the State, the Wotjobaluk People and other bodies responsible for management of the Agreement Area.

Representation on the Winyula Council

4. The State will be represented on the Winyula Council by senior officers who can participate with authority (the State Representatives). However, State Representatives have the right to refer any matter before the Winyula Council to a senior manager for advice or consideration prior to any Winyula Council decision being made.
5. The Wotjobaluk People will be represented on the Winyula Council by members who can participate with authority (the Wotjobaluk Representatives). However, Wotjobaluk Representatives have the right to refer any matter before the Winyula Council to the BGLCAC for advice or consideration prior to any Winyula Council decision being made.
6. The Winyula Council members agree to:
 - 6.1 provide relevant information and expert advice;
 - 6.2 respect the functions and objectives of the Winyula Council;
 - 6.3 participate in discussions in good faith, aware of the views of those they represent; and
 - 6.4 facilitate the development of a sustainable partnership between the Wotjobaluk People and the State.

Relationship with land management bodies

7. With the assistance of the State, a further function of the Winyula Council is to develop a communication protocol to facilitate the exchange of information and ideas between it and the organisations which manage and/or provide advice regarding the management of the Agreement Area, in order to build effective and sustainable working relationships.

Confidentiality

8. Subject to confidentiality and privacy restrictions, the Winyula Council members will bring to the attention of the Winyula Council any relevant information within their knowledge that they consider may assist the Winyula Council in performing its functions.
9. The deliberations of the Winyula Council must be treated confidentially and must not be publicly disclosed except in accordance with Items 5 or 6 or with the permission of the Minister for Environment or any other relevant Minister or Secretary.
10. Information provided to the State by its representatives and the Wotjobaluk Representatives must be treated confidentially and must not be publicly disclosed except in accordance with Items 5 or 6 or with the permission of the Minister or the Secretary.

Formal Structure

Membership

11. The Winyula Council will be appointed by the Minister for Environment on behalf of the State of Victoria and will consist of seven (7) members.
12. Four members of the Winyula Council will represent the Wotjobaluk People and three members will represent the State of Victoria.
13. The BGLCAC will nominate four (4) representatives to the Minister for Environment.
14. The Secretary of the Department of Sustainability and Environment will nominate three (3) State representatives to the Minister for Environment.

Alternate Members

15. The Minister for Environment will appoint four (4) alternative members nominated by the BGLCAC to represent the Wotjobaluk People, and three (3) alternative members nominated by the Secretary of the Department of Sustainability and Environment to represent the State.
16. In the case of the illness or other absence from a meeting by a member, the BGLCAC or the Secretary (as applicable) may nominate one of their alternate members to attend.
17. In the case of illness or absence, the alternate member is to exercise the powers and perform the duties of that member during the member's absence.

Term of Office

18. Unless a member's appointment is terminated in accordance with Item 23 below, a member holds office for a term not exceeding three (3) years specified in the member's instrument of appointment.
19. Members may be re-appointed to allow for continuity of experience and expertise.
20. The office of a member of the Winyula Council becomes vacant if:
 - 20.1 a member delivers their resignation in writing to the Minister for Environment; a member dies or in the opinion of the Minister for Environment becomes incapable of performing his/her duties;
 - 20.2 a member fails to attend 3 consecutive meetings without the permission of the Chairperson (in the case of the Chairperson without the permission of the Minister);
 - 20.3 a member fails to attend 75% of meetings over any given 12 month period without the permission of the Chairperson (in the case of the Chairperson without the permission of the Minister);
 - 20.4 the BGLCAC or the Secretary of the Department of Sustainability and Environment advises the Minister for Environment and their nominated member

(or alternate member), in writing, that they wish to nominate a replacement member (or alternate member); or

20.5 a member's term of office expires.

Reporting

21. The Winyula Council shall develop an Annual Action Plan. The Annual Action Plan should set out the yearly projections of the Winyula Council including, for example:

21.1 The schedule of meetings planned for the year ahead;

21.2 The broad topics which will be focussed upon;

21.3 Measurable objectives; and

21.4 Resources required.

22. The Winyula Council shall provide an Annual Report to the Minister for Environment. The Winyula Council Annual Report should consider, but is not limited to consideration of:

22.1 The performance of the Winyula Council in the preceding year, as measured against the Annual Action Plan;

22.2 The functions, membership and internal workings of the Winyula Council; and

22.3 Any other matters deemed relevant by the Winyula Council to report to the Minister or the Secretary.

Sub-committees

23. The Winyula Council or Minister, after consultation with the Winyula Council, may establish sub-committees reporting to the Winyula Council, whether or not consisting of members of the Winyula Council, for the purposes of advising upon such matters within the scope of its functions as may be referred to the sub-committees by the Winyula Council or the Minister or the Secretary.

Internal Workings

Convenor

24. The Winyula Council shall elect one of its members to be a Convenor who will preside at meetings.

25. The office of the Convenor of the Winyula Council becomes vacant if:

25.1 he/she resigns as Convenor in writing delivered to the Minister for Environment;
or

25.2 his or her office as a member becomes vacant in accordance with Item 20.

26. The Convenor may resign as Convenor and remain a member of the Council.
27. If the office of the Convenor becomes vacant in accordance with Item 20 or Item 25, a new Convenor may be elected in accordance with Item 24.
28. In the absence of the Convenor at any meeting of the Winyula Council, the members present are to appoint one of their number to preside at that meeting.
29. The Convenor shall ensure that proceedings and deliberations are conducted in plain English and in a culturally appropriate manner.
30. The Convenor shall ensure that the Winyula Council prepares an Annual Action Plan (in accordance with Clause 14) and an Annual Report (in accordance with Clause 15).

Minutes

31. The Convenor of the Winyula Council must ensure that minutes are kept of the proceedings and decisions of each meeting.
32. The Executive Officer will ensure that a copy of the minutes is provided to each member of the Winyula Council, the BGLCAC, the Secretary of the Department of Sustainability and Environment and the CE of Parks Victoria and the State as applicable as soon as practicable after each meeting.

Quorums

33. A quorum for the Winyula Council shall be:
 - 33.1 three (3) BGLCAC representatives; and
 - 33.2 two (2) State Representatives.
34. Any duly convened meeting at which a quorum is present is competent to transact any business of the Winyula Council and has, and may exercise, all the functions of the Winyula Council.

Frequency of meetings

35. The frequency of meetings, the procedures for the calling of meetings, and the conduct of business at those meetings may, subject to any direction by the Minister or the Secretary, be as determined by the Winyula Council.
36. If requested by the Minister for Environment a quorum of the Winyula Council, or an applicable Minister or Secretary, the Convenor must convene a meeting.

Decision making

37. The Winyula Council members will strive to reach a consensual position in their deliberations. The Convenor is to facilitate this process by giving members an opportunity to consult with those they represent on particular issues.

38. If matters cannot be resolved by consensus they are to be determined by a majority of votes of the members present and voting.
39. The Convenor or member presiding at a meeting is to have a deliberate vote and, in the event of an equality of votes, a second or casting vote.
40. If a matter is put to a vote and there is no consensus, the result of the vote, and all alternative views of the Winyula Council, will be forwarded to the applicable Minister or the Secretary.

Meeting Procedure

41. Meetings may be conducted in a manner determined by the Convenor subject to this Agreement or any direction given by the Minister or the Secretary.
42. The Chairperson, or presiding member, must ensure, as far as practicable, that every member has adequate opportunity to participate in discussions.

Direct or Pecuniary Conflict of Interest

43. At the commencement of each meeting the Convenor, or the presiding member, must inquire of all members whether there is any potential for a direct or pecuniary conflict of interest to arise in respect to any matter on the agenda.
44. A member who has a direct or pecuniary interest in a matter being discussed at a meeting must declare the nature of the interest as soon as possible after becoming aware of the potential for a conflict of interest to arise.
45. The Convenor or member presiding at a meeting at which a declaration of a direct or pecuniary interest is made shall cause the declaration to be recorded in the minutes of the meeting.
46. A member who has made a declaration of a potential direct or pecuniary conflict of interest may not take part in, or be present, during any discussion of the matter to which the declaration relates unless the Convenor or member presiding directs otherwise.
47. A member who has made a declaration of a potential direct or pecuniary conflict of interest must not vote on the matter to which the declaration relates.

Allowances

48. A member of the Winyula Council is entitled to receive remuneration and travelling and other allowances determined by the Minister or the Secretary.

SCHEDULE 4: POSITIONS

1. **Convenor:** Elected by the Winyula Council, this person is a member of the Winyula Council and convenes meetings and signs correspondence prepared by the Executive Officer, representing the advice of and on behalf of the Winyula Council when required.

2. **Executive Officer:** Employed by the State under the provisions of the *Public Sector Management and Employment Act 1998* (Vic) or the *Parks Victoria Agreement 2000*. The position is a non-identified position normally reporting nominally to DSE or Parks Victoria. The State will seek the views of the BGLCAC on its employment of an Executive Officer by organising a representative of the BGLCAC to sit on the selection panel. The duties of the Executive Officer will include:
 - 2.1 organise meetings, prepare agendas, minutes, correspondence and reports such as the Annual Action Plan and Annual Report for the Winyula Council's consideration;
 - 2.2 referral of all Winyula Council decisions and recommendation to relevant Ministers, Secretaries, and Government staff;
 - 2.3 under directions from the Winyula Council, develop a training and induction program, including cross-cultural training, for Winyula Council members;
 - 2.4 the disbursement of sitting fees and personal expense costs of Winyula Council members;
 - 2.5 engagement of people to provide expert advice as required by the Winyula Council;
 - 2.6 liaison between the BGLCAC, the State and other land and resource management agencies within the Agreement Area; and
 - 2.7 facilitate that reports, plans and prescriptions developed by the State and relevant to the Winyula Council, are prepared in a way that is accessible to Winyula Council members.

SCHEDULE 5: CONTACT DETAILS

BGLCAC's Address for notices	State's Address for notices
BGLCAC Chairperson C/of BGLCAC Office PO Box 1255 Horsham VIC 3402 Ph (03) 5381 0977 Fax (03) 5381 0064	Regional Director South West Region Department of Sustainability & Environment 402-406 Mair Street Ballarat VIC 3350