

# **Co-operative Management Agreement**

between

Yorta Yorta Nation Aboriginal Corporation

- and -

The State of Victoria

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**Co-operative Management Agreement  
between the Yorta Yorta Nation Aboriginal Corporation  
and the State of Victoria**

**Preamble**

1. Yorta Yorta Nation Aboriginal Corporation represents the Yorta Yorta People who assert cultural connection, based on ancestry and tradition, to the Designated Areas (described in Schedule 2).
2. The State of Victoria recognises the cultural connection of the Yorta Yorta People to the Designated Areas.
3. Accordingly, the State has agreed to recommend to the Minister responsible for the *Conservation, Forests and Lands Act 1987* (Vic) the establishment of a committee pursuant to section 12 of that Act.
4. The committee will be known as the Yorta Yorta Joint Body.
5. In establishing the Yorta Yorta Joint Body the Minister or the Secretary intends to refer the matters described in this Agreement to it for consideration.
6. The Yorta Yorta Joint Body will formalise the Yorta Yorta People's involvement in the management of the Designated Areas and facilitate the development of a sustainable partnership based on recognition, mutual respect and agreed goals.
7. The State will adopt a flexible and learning approach to working with and meeting the aspirations of the Yorta Yorta People. The Yorta Yorta People will adopt a flexible and learning approach to state land management policies and processes.
8. The Yorta Yorta People and the State recognise that Schedule 2 of the *Conservation, Forests and Lands Act* has effect on committees established pursuant to section 12 of that Act.
9. The purpose of this Agreement is to set out the terms and conditions reached between the State and the Yorta Yorta People, including the Terms of Reference of the Yorta Yorta Joint Body (Schedule 3) that the State will recommend to the Minister.
10. This Agreement successfully completes negotiations for the co-operative management of the Designated Areas between the State and the Yorta Yorta People, consistent with the signed Negotiating Principles.

**Acknowledgment**

11. The State recognises:
  - the right of the Yorta Yorta People to retain their identity and intellectual property; and

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- the Yorta Yorta People's role in management decision making within the Designated Areas relating to the protection, maintenance and sustainability of cultural and environmental values.
12. The Yorta Yorta People recognise the State as the representative of all Victorians, and its established and on-going responsibilities for the sustainable management of the Designated Areas.

### **Objectives**

13. The objectives of this Agreement are to facilitate:
- 13.1 the active and resourced (in accordance with Schedule 4) involvement of the Yorta Yorta People in decisions about the management of the Designated Areas including the integration of Yorta Yorta knowledge, internal decision-making processes and perspectives into management planning and works programming;
  - 13.2 the development of mutual recognition and trust between the Yorta Yorta People and the State; and
  - 13.3 the identification and promotion of employment, training and economic development opportunities for the Yorta Yorta People.

### **Designated Areas**

14. This Agreement will apply to the Designated Areas, as defined in Schedule 2.

### **Relationships**

#### *Relationship of the Yorta Yorta Joint Body with land management bodies*

15. The State shall assist and to the extent possible require other organisations responsible for managing and/or providing advice regarding the management of the Designated Areas to develop communication protocols and working relationships with the Yorta Yorta Joint Body.

#### *Relationship of the Yorta Yorta Joint Body with the Minister and Secretary*

16. In the process of making a decision regarding the management of the Designated Areas, the Minister or the Secretary will take into account relevant advice and recommendations he or she has received from:
- 16.1 the Yorta Yorta Joint Body in accordance with this Agreement; and
  - 16.2 the organisations responsible for managing and/or providing advice regarding the management of the Designated Areas.
17. If there is conflicting advice prior to making a decision regarding the management of the Designated Areas, the Minister or Secretary, as applicable, will take into

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account advice from the Yorta Yorta Joint Body in relation to that conflicting advice.

18. If the Minister or the Secretary, as applicable, in making a decision in relation to a matter on which the Yorta Yorta Joint Body has provided advice or a recommendation, decides to act otherwise than in accordance with that advice or recommendation, the Minister or Secretary, as applicable, may provide the Yorta Yorta Joint Body with written reasons for the decision.

#### **Affect of this Agreement on rights and obligations**

19. To be clear, nothing in this Agreement:
- 19.1 compromises the legal rights or political aspirations of the Yorta Yorta People relative to any of their other social, cultural and economic goals;
  - 19.2 affects any rights that the Yorta Yorta People may have to their intellectual and cultural property;
  - 19.3 limits the State's prerogatives under any relevant laws and policies;
  - 19.4 limits the powers of the Minister or the Secretary in relation to any matter, in particular, the powers of the Minister under s12 of the *Conservation, Forests and Lands Act 1987* (Vic) to deal with the Yorta Yorta Joint Body;
  - 19.5 affects any rights, duties or obligations arising from the operation of the *Archaeological and Aboriginal Relics Preservation Act 1972* (Victoria) or the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth);
  - 19.6 limits the capacity of organisations responsible for managing the Designated Areas 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; or
  - 19.7 affects the valid rights of parties, both Indigenous and non-Indigenous.

#### **Review**

20. The role and structure of the Yorta Yorta Joint Body will be subject to ongoing internal review.
21. The Minister may review the structure and role of the Yorta Yorta Joint Body, at the end of the first 2-year period from the date of its establishment.
- 21.1 The review period shall be 30 days.
  - 21.2 In conducting a review, the Minister or the Secretary may take into account any Annual Report prepared by the Yorta Yorta Joint Body.

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- 21.3 At the end of the review period, the Minister or the Secretary shall discuss with the Yorta Yorta Joint Body any changes that the Minister or the Secretary wishes to make to the structure, role or terms of reference of the Yorta Yorta Joint Body.

**Resources**

22. The Yorta Yorta Joint Body will be resourced, as detailed in Schedule 4.

**Termination by the Yorta Yorta People**

23. The Yorta Yorta People may at any time, and in their sole discretion, provide a written request to the Minister or the Secretary to abolish the Yorta Yorta Joint Body.

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## Schedule 1

### List of Definitions

"**Convenor**" means the person referred to in Clause 17 of Schedule 3.

"**Cultural Heritage Officer**" means the person referred to by this name in Schedule 4.

"**Designated Areas**" means the areas set out in Schedule 2.

"**Elders**" according to Yorta Yorta traditional law and custom means a mature, capable, wise and respected adult Yorta Yorta person who has knowledge of Yorta Yorta culture and is recognised and respected by the Yorta Yorta People in general as having such knowledge.

"**Elders Council**" means a group of Yorta Yorta Elders, each nominated by their respective family groups, who are the guardians of the objects of YYNAC.

"**Executive Officer**" means the person referred to by this name in Schedule 4.

"**Funding Agreement**" means the Funding Agreement between the State and the YYNAC.

"**Minister**" means the Minister for Environment and delegates.

"**Negotiation Principles**" means the signed principles of negotiation approved by Cabinet in May 2002.

"**Secretary**" means the Secretary of the Department of Sustainability and Environment.

"**Specialist Officer**" means the person referred to by this name in Schedule 4.

"**State**" means the State of Victoria.

"**VEAC**" means the Victorian Environmental Assessment Council.

"**Yorta Yorta Joint Body**" means the Committee established under s12 of the *Conservation Forests and Lands Act 1987* (Vic).

"**Yorta Yorta People**" means the Indigenous peoples who are eligible to be members of the YYNAC.

"**YYJB**" means the Yorta Yorta Joint Body.

"**YYNAC**" means Yorta Yorta Nation Aboriginal Corporation, a body corporate incorporated under the *Aboriginal Councils and Associations Act 1976* (Cth) on 27 November 1998 to represent the Yorta Yorta People.

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**Schedule 2**  
**Designated Areas**

1. **"Designated Areas"** means (using the same land and water identification numbers (ID) referred to in the Yorta Yorta Proceedings) the following areas:
  - (a) Barmah State Park (IDs 58; 63); Barmah State Forest (IDs 56; 118); The Ranch (ID 134); Top Island Reference Area (ID 68); Top End Reference Area (ID 64); Murray River State Reserved Forest (IDS 46; 919); Murray River Reserve (ID 908) to and including Ulupna Creek Reserve (ID 909);
  - (b) Kow Swamp Water Supply Reserve (ID 82); and
  - (c) Goulburn River State Forest (IDs 145; 221); Kanyapella Timber Reserve (ID 159); Kanyapella State Forest (ID 160); Redgum Swamp State Forest (ID 176); Monroes Reserved Forest (ID 181); Loch Gary Wildlife Reserve (ID 901); Reedy Swamp Wildlife Reserve (ID 203); Youngs Bend State Forest (ID 213); Gemmill Swamp Wildlife Reserve (ID 216); Goulburn River Reserved Forest (IDs 237; 240); Goulburn River Reserve (ID 912); and Murchison North Crown Land (ID 913).
2. A legal plan reflecting the Designated Areas will be drawn up within six months of the execution of this Agreement.



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### Schedule 3

#### Terms of Reference of the Yorta Yorta Joint Body

##### Objectives

1. The role of the Yorta Yorta Joint Body is:
  - 1.1 to act as the vehicle for facilitation of co-operative management of the designated areas in the terms of this Agreement;
  - 1.2 to facilitate the sharing of knowledge and understanding between the Yorta Yorta 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 Designated Areas.

##### Functions of the Yorta Yorta Joint Body

2. The function of the Yorta Yorta Joint Body is to provide advice and make recommendations to the Minister or the Secretary in relation to:
  - 2.1 the development and review of strategic management plans;
  - 2.2 the development and review of site specific management plans;
  - 2.3 the development of works programs;
  - 2.4 the development of land, waters and resources protection and management plans;
  - 2.5 certain major developments concerning land, water and resource uses as set out in Schedule 5, Part A, as amended or added to from time to time, in accordance with the regime set out in that Schedule; and
  - 2.6 the management of grazing in Barmah and other key activities as may be outlined in Schedule 5, Part B, as amended or added to from time to time, in accordance with the regimes set out in that Schedule.
3. In addition, in accordance with section 12(2) of the *Conservation, Forests and Land Act*, the Yorta Yorta Joint Body will:
  - 3.1 provide advice and make recommendations to the Minister or the Secretary 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;



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- 3.3 monitor the effectiveness, efficiency and economy of departmental policies, programmes and services relating to the Designated Areas; and
  - 3.4 encourage and assist communication between the State, the Yorta Yorta People and other bodies responsible for management of the Designated Areas.

*Relationship with land management bodies*

- 4. With the assistance of the State, a further function of the Yorta Yorta Joint Body 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 Designated Areas, in order to build effective and sustainable working relationships.

*The role and function of the Yorta Yorta Joint Body members*

- 5. The State will be represented on the Yorta Yorta Joint Body by senior officers who can participate with authority (the State Representatives). However, State Representatives have the right to refer any matter before the Yorta Yorta Joint Body to a senior manager for advice or consideration prior to any Yorta Yorta Joint Body decision being made.
- 6. The Yorta Yorta People will be represented on the Yorta Yorta Joint Body by members who can participate with authority (the Yorta Yorta Representatives). However, Yorta Yorta Representatives have the right to refer any matter before the Yorta Yorta Joint Body to the YYNAC, including the Elders' Council of the YYNAC, for advice or consideration prior to any Yorta Yorta Joint Body decision being made.
- 7. The role and function of Yorta Yorta Joint Body members is to:
  - 7.1 provide relevant information and expert advice;
  - 7.2 respect the functions and objectives of the Yorta Yorta Joint Body;
  - 7.3 participate in discussions in good faith, aware of the views of those they represent; and
  - 7.4 facilitate the development of a sustainable partnership between the Yorta Yorta People and the State.
- 8. Subject always to confidentiality and privacy restrictions, the Yorta Yorta Joint Body members will bring to the attention of the Yorta Yorta Joint Body any relevant information within their knowledge that they consider may assist the Yorta Yorta Joint Body in performing its functions.

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## **Formal Structure**

### *Membership*

9. The Yorta Yorta Joint Body shall consist of 8 members appointed by the Minister or the Secretary – 5 members representing the Yorta Yorta People and 3 members representing the State:
  - 9.1 Yorta Yorta representatives shall be nominated by YYNAC; and
  - 9.2 State Representatives shall be nominated by the Secretary.

### *Alternate Members*

10. The Minister or the Secretary will appoint 3 persons representing the Yorta Yorta People nominated by YYNAC and 3 persons representing the State nominated by the Secretary as alternate members who may be appointed under the following clause.
11. In the case of the illness or other absence from a meeting by a member, the Minister or the Secretary may appoint some other appropriate person to act as the alternate of a member in accordance with Schedule 2, Item 8(1) of the *Conservation, Forests and Land Act*.
  - 11.1 The alternate member is to exercise the powers and perform the duties of that member during the member's absence.

### *Term of Office*

12. Unless a member's term is terminated in accordance with Schedule 2 Item 10 of the *Conservation, Forests and Land Act* his or her term will expire after three (3) years.
  - 12.1 Members may be re-appointed to allow for continuity of experience and expertise.
13. In accordance with Schedule 2, Item 10 of the *Conservation, Forests and Land Act*, a member of the Yorta Yorta Joint Body will cease to hold office:
  - 13.1 if the member is removed from office; or
  - 13.2 when the member's term of office expires; or
  - 13.3 if the member resigns by delivering to the Minister or the Secretary a written resignation signed by the member.

### *Reporting*

14. The Yorta Yorta Joint Body shall develop an Annual Action Plan. The Annual Action Plan should set out the yearly projections of the Yorta Yorta Joint Body including, for example:

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- 14.1 the schedule of meetings planned for the year ahead;
  - 14.2 the broad topics which will be focussed upon;
  - 14.3 measurable objectives; and
  - 14.4 resources required.
15. The Yorta Yorta Joint Body shall provide an Annual Report to the Minister or the Secretary. The Yorta Yorta Joint Body Annual Report should consider, but is not limited to consideration of:
    - 15.1 the performance of the Yorta Yorta Joint Body in the preceding year, as measured against the Annual Action Plan;
    - 15.2 the functions, membership and internal workings of the Yorta Yorta Joint Body; and
    - 15.3 any other matters deemed relevant by the Yorta Yorta Joint Body to report to the Minister or the Secretary.

#### *Sub-committees*

16. In accordance with Schedule 2, Item 9 of the *Conservation, Forests and Lands Act*, the Yorta Yorta Joint Body or Minister, after consultation with the Yorta Yorta Joint Body, may establish sub-committees reporting to the Yorta Yorta Joint Body, whether or not consisting of members of the Yorta Yorta Joint Body, for the purposes of advising upon such matters within the scope of its functions as may be referred to the sub-committees by the Yorta Yorta Joint Body or the Minister or the Secretary.

#### **Internal Workings**

##### *Convenor*

17. In accordance with Schedule 2, Item 2(1) of the *Conservation, Forests and Lands Act*, the Minister or the Secretary may appoint a member of the Yorta Yorta Joint Body to be the Convenor of the Yorta Yorta Joint Body.
18. The State and the Yorta Yorta People will recommend to the Minister or the Secretary to appoint a Yorta Yorta person, recommended by the YYNAC, as the Convenor who will preside at meetings.
19. In the absence of the Convenor at any meeting of the Yorta Yorta Joint Body, the members present are to appoint one of their number to preside at that meeting.
20. The Convenor shall ensure that proceedings and deliberations are conducted in plain English and in a culturally appropriate manner.

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21. The Convenor shall ensure that the Yorta Yorta Joint Body prepares an Annual Action Plan (in accordance with clause 14) and an Annual Report (in accordance with clause 15).
  22. In accordance with Schedule 2, Item 6 of the *Conservation, Forests and Land Act*, the Convenor of the Yorta Yorta Joint Body must ensure that minutes are kept of the proceedings and decisions at each meeting of the Yorta Yorta Joint Body and provided to the Minister or the Secretary as soon as practicable after each meeting.

#### *Minutes*

23. The State and the Yorta Yorta People agree that a copy of the minutes is also to be provided to each member of the Yorta Yorta Joint Body, the YYNAC, the Secretary of the Department of Sustainability and Environment and the CEO of Parks Victoria as soon as practicable after each meeting.

#### *Quorums*

24. In accordance with Schedule 2, Item 4 of the *Conservation, Forests and Land Act*, a majority of members of the Yorta Yorta Joint Body form a quorum. The State and the Yorta Yorta People agree that a quorum for the Yorta Yorta Joint Body shall be:
  - 24.1 three Yorta Yorta representatives; and
  - 24.2 two State Representatives.
25. Any duly convened meeting at which a quorum is present is competent to transact any business of the Yorta Yorta Joint Body and has, and may exercise, all the functions of the Yorta Yorta Joint Body.

#### *Frequency of meetings*

26. In accordance with Schedule 2, Item 5 of the *Conservation, Forests and Land Act*, 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 Yorta Yorta Joint Body.
27. If requested by a quorum of the Yorta Yorta Joint Body, or the Minister or the Secretary, the Convenor must convene a meeting.

#### *Decision making*

28. The Yorta Yorta Joint Body 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.
29. If matters cannot be resolved by consensus, in accordance with Schedule 2, Item 1 of the *Conservation, Forests and Lands Act* they are to be determined by a majority of votes of the members present and voting.

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30. In accordance with Schedule 2, Item 3 of the *Conservation, Forests and Lands Act*, 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.
31. If a matter is put to a vote and there is no consensus, the result of the vote, and all alternative views of the Yorta Yorta Joint Body, will be forwarded to the Minister or the Secretary.

*Allowances*

32. In accordance with Schedule 2, Item 7 of the *Conservation, Forests and Lands Act*, a member of the Yorta Yorta Joint Body is entitled to receive remuneration and travelling and other allowances determined by the Minister (or delegate if applicable).

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## Schedule 4

### Resourcing

1. This schedule sets out the positions that will be provided to the YYJB.
2. Administration of the budget and reporting procedures are subject to the Funding Agreement.
3. Tables of costings appear in the Funding Agreement.
4. Positions:
  - 4.1 **Convenor:** Appointed by the Minister following nomination by the YYNAC. This person is a member of the YYJB and convenes meetings and signs correspondence prepared by the Executive Officer, representing the advice of and on behalf of the YYJB when required;
  - 4.2 **Yorta Yorta representatives** on YYJB appointed by the Minister following nomination by the YYNAC (5 persons including the Convenor) who facilitate:
    - 4.2.1 the active and resourced involvement of the Yorta Yorta People in the management of the Designated Areas including the integration of Yorta Yorta knowledge, informed consent and perspectives into management planning and works programming;
    - 4.2.2 the sharing of knowledge and understanding between the Yorta Yorta People and the State;
    - 4.2.3 the development of a partnership that recognises shared interests and goals of working to improve the environmental, cultural and social management of the Designated Areas;
    - 4.2.4 the development of mutual recognition and trust between the Yorta Yorta People and the State; and
    - 4.2.5 the identification and promotion of employment, training and economic development opportunities for the Yorta Yorta People;
  - 4.3 **Executive Officer:** Employed by the State (ie. DSE/DPI/PV) under the provisions of the *Public Sector Management and Employment Act* 1998 (Vic) or the Parks Victoria Agreement 2000 and reporting nominally to the respective Regional Management of DSE/DPI/PV. The non-identified position is responsible to the YYJB. Duties include:
    - 4.3.1 organise meetings, prepare agendas, minutes, correspondence and reports such as the Annual Action Plan and Annual Report for the YYJB's consideration;



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- 4.3.2 under directions from the YYJB, develop a training and induction program, including cross-cultural training, for YYJB members;
  - 4.3.3 the disbursement of sitting fees and personal expense costs of YYJB members;
  - 4.3.4 engagement of people to provide expert advice as required by the YYJB;
  - 4.3.5 preparation of a works program for the research/liaison officer for approval by the YYJB;
  - 4.3.6 liaison between the YYNAC and DSE/DPI/PV and other land and resource management agencies within the designated areas; and
  - 4.3.7 facilitate that reports, plans and prescriptions developed by DSE/DPI/PV and relevant to the YYJB, are prepared in a way that is accessible to YYJB members;
- 4.4 **Research/Liaison Officer:** Employed by the YYNAC from funds provided by the State, either in a full-time, job-share or contractual basis, as determined by the YYNAC. Reports nominally to the Convenor through the Executive Officer. Duties include:
- 4.4.1 when required by the YYJB, assist in liaising with the Yorta Yorta People to facilitate the provision of informed consent on matters relating to the Designated Areas;
  - 4.4.2 when required by the YYJB, assist in the Yorta Yorta understanding of technical material on matters relating to the Designated Areas;
  - 4.4.3 when required by the YYJB, assist in the preparation of technical and other material in a way that is accessible to the Yorta Yorta People;
  - 4.4.4 undertake ongoing research, including fieldwork into traditional practices and perspectives, on behalf of the YYNAC, from Yorta Yorta People and other sources;
- 4.5 **Cultural Heritage Officer:** Cultural heritage officer employed by the YYNAC from funds provided by the State in a full time capacity. Duties include:
- 4.5.1 responsibility for cultural heritage programs and their integration with land management;
  - 4.5.2 advising the Yorta Yorta People and the YYJB on cultural heritage management issues relating to activities of the kind referred to in Schedule 5 Part A of this Agreement;
  - 4.5.3 cross cultural training and community education and awareness programs on cultural and environmental issues; and
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- 4.5.4 when required by the YYJB, in conjunction with the Research/Liaison Officer, assist in liaising with the Yorta Yorta People to facilitate the provision of informed consent on matters relating to the Designated Areas.
- 4.6 **Specialist Officer:** Other officers may be seconded from time to time from PV/DSE without replacement or compensation to their substantive positions. The choice of any Specialist Officer to be seconded shall be agreed upon by YYNAC. Duties include:
- 4.6.1 when required by the YYJB, assist in liaising with the Yorta Yorta People to facilitate the provision of informed consent on matters relating to the Designated Areas.

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**Schedule 5, Part A**

**State Government Approvals to be  
referred to the Yorta Yorta Joint Body**

*Application*

1. This schedule shall apply whenever the State is considering approving high impact land, water and resource management activities within the Designated Areas.
2. For the purposes of this schedule, such activities include:
  - 2.1 mining (including small scale mining);
  - 2.2 petroleum extraction;
  - 2.3 exploration that results in ground disturbing activity;
  - 2.4 extractive industry works (other than gravel borrowing);
  - 2.5 construction of pipelines;
  - 2.6 construction of electricity transmission lines;
  - 2.7 construction of high impact telecommunications infrastructure;
  - 2.8 construction of schools, hospitals, community halls, police stations, CFA buildings and other buildings/facilities;
  - 2.9 construction of roads, railways, bridges, airports, wharves and other transport facilities;
  - 2.10 logging and other high impact forestry activities;
  - 2.11 construction of water diversion, retention or storage facilities;
  - 2.12 recreation and tourism programs incorporating information about land-use practices;
  - 2.13 sale of Crown land; and
  - 2.14 change of land status.
3. To be clear, this schedule shall not apply to:
  - 3.1 minor land management activities or works not normally requiring advance preparation of plans or written specifications;
  - 3.2 routine repair and maintenance of existing facilities;

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- 3.3 emergency activities necessary for the protection of life or property, for example in relation to control of wildfire; or
  - 3.4 the continuation of existing activities.
4. For the purposes of this schedule, State approval includes:
- 4.1 issuing of licences, permits, authorities, consents or leases by the Crown;
  - 4.2 issuing of a grant in title by the Crown; and
  - 4.3 decisions by the Crown or its delegated managers (including Committees of Management and agencies such as Parks Victoria which manage Crown land on behalf of the Crown) to use or develop Crown land or waters.

#### *Process*

5. If this schedule does apply, the State shall:
- 5.1 provide to the Yorta Yorta Joint Body, at the earliest possible stage, all relevant information regarding the project; and
  - 5.2 require the Yorta Yorta Joint Body to seek advice from the Yorta Yorta People regarding appropriate actions to minimise the impact of the project, and refer that advice back to the State.

#### *Advice*

6. Without limiting the nature of the advice that the Yorta Yorta Joint Body may wish to provide to the State in relation to projects referred to it under this process, the advice may address:
- 6.1 actions to investigate and assess the likely impact and to provide a basis for developing recommendations for management of the project ;
  - 6.2 actions to monitor relevant activities associated with implementation of the project (which may include activities relating to construction, installation, revegetation and rehabilitation);
  - 6.3 modification of the project;
  - 6.4 actions to increase awareness of Yorta Yorta perspectives among the project's staff and contractors; and
  - 6.5 upon request by the Yorta Yorta People or the Yorta Yorta Joint Body, the State shall provide any available technical advice in relation to the project and facilitate meetings to assist in understanding of project impacts if necessary as follows:

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- 6.5.1 where the advice is internal to the State where it is reasonable and whether within budget to do so; and
  - 6.5.2 where the advice is external to the State provided that the Yorta Yorta Joint Body is prepared to meet the associated costs.

*Consideration*

- 7. Advice provided by the Yorta Yorta Joint Body in relation to a proposed project shall be considered by the State when deciding whether to approve the project.
- 8. In considering the advice provided by the Yorta Yorta Joint Body, the State shall also consider:
  - 8.1 the nature of the proposed project;
  - 8.2 the potential of the proposed project to damage or otherwise adversely interfere with lands, water and resources;
  - 8.3 the history and nature of previous land uses in relation to the area;
  - 8.4 the history and findings of previous investigations or assessments relevant to the area;
  - 8.5 the capital value of the proposed action in comparison with the cost of any recommendations of the Yorta Yorta Joint Body ;
  - 8.6 existing obligations and duties under the *Archaeological and Aboriginal Relics Preservation Act 1972* (Victoria) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth); and
  - 8.7 whether any recommended conditions in any such advice should form a condition in any proposed project approval.

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## **Schedule 5, Part B**

### **The Role of the Yorta Yorta Joint Body in Relation to Key Management Activities**

#### **Activity 1: Grazing Management**

This document identifies the steps involved in the management of grazing in Barmah, and the role of the Yorta Yorta Joint Body in relation to this activity. The parties may amend this document from time to time by agreement.

##### **Step 1 Broad Land Use Planning processes**

This step is conducted by the Victorian Environment Assessment Council. Its role is to make recommendations to the Government on the future use of public land. Grazing, as with other activities on public land, is considered by the VEAC process.

Assuming that grazing is determined to be a legitimate activity on public land, several other steps and decision points are relevant. These are as follows:

##### **Step 2 Forest Monitoring**

At the time of the signing of the Yorta Yorta Joint Body Agreement, public land managers are in the process of introducing a forest monitoring system that will involve the collection and analysis of data relating to forest values. This program is designed to provide quantitative information in order to better inform future management decisions, including those related to grazing activities.

##### **Step 3 Forest Inspection**

Before the decision is made to agist domestic stock in the Barmah Forest an inspection is undertaken by the forest managers (DSE and PV), along with representatives of the graziers, to determine the condition of the forest and its likely carrying capacity for the coming season. As part of this inspection a review of the stocking levels of the previous season is undertaken. As at April 2003 two inspections are undertaken annually: one in Spring and one in Autumn.

##### **Step 4 Identification of sites to be temporarily or permanently excluded from grazing**

Knowledge or information held by land managers, the community or derived from monitoring processes may indicate that certain areas of forest require temporary or permanent exclusion from domestic stock grazing. This may result in more intensive management regimes or involve the erection of fencing to protect sensitive cultural and/or biological values.

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#### **Step 5      Determination of Carrying Capacity**

Following an inspection of the forest to ascertain its condition and, in the future, an analysis of monitoring data, the carrying capacity of the forest for the purposes of domestic stock grazing is determined. This determination is the basis upon which stock numbers are set for the next season. At the present time this task is undertaken by the relevant land manager and representatives of the graziers.

#### **Step 6      Allocation of overall forest carrying capacity to individual graziers**

Once the carrying capacity of the forest is determined, in accordance with the processes outlined above, the grazing associations meet with their members and allocate stocking levels to individual graziers. The sum of these individual allocations must not exceed the agreed overall carrying capacity of the forest. Public land managers are not involved in this step.

#### **Step 7      Grazing management activities**

There is a range of activities associated with the management of domestic stock in forested public land. These include the release and mustering of stock in and out of the forest, moving stock during water management activities or floods, returning stray stock to the forest, and fire-related management activities.

#### **Step 8      Administration of forest grazing activities**

Public land managers are required to inspect all stock to ensure that they can be properly identified and are suitable to be introduced into the forest environment. Staff also administer the payment of agistment fees.

#### **Opportunities for the Yorta Yorta Joint Body involvement in grazing management**

STEP 1: VEAC is an independent body and must maintain some distance from government decision making bodies. As a result it may not be possible for the Yorta Yorta Joint Body to directly influence this process.

STEPS 2, 3, 4, 5 and 7: These matters shall be referred to the Yorta Yorta Joint Body for comment.

STEPS 6 and 8: The Yorta Yorta Joint Body shall be advised of the outcome of steps 6 and 8.