



**GOVERNMENT OF  
WESTERN AUSTRALIA**



**ROYALTIES  
FOR REGIONS**

---

**FINANCIAL ASSISTANCE AGREEMENT**

---

**THE DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS**

**AND**

**THE SHIRE OF SERPENTINE JARRAHDAL  
ABN: 98 924 720 841**

**FOR A ROYALTIES FOR REGIONS PROJECT  
COUNTRY LOCAL GOVERNMENT FUND 2010/2011**

THIS Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN:**

State of Western Australia via the Department of Regional Development and Lands, acting through the Director General, of Level 10, 2 Havelock Street, West Perth, WA 6005 (“Department”)

and

The Shire of Serpentine Jarrahdale, 6 Paterson Street, Mundijong, WA 6123 (“Recipient”)

**RECITALS**

Funds for Royalties for Regions are invested through the *Royalties for Regions Act 2009*.

The Department’s role in relationship to Royalties for Regions is to administer and coordinate the implementation of Royalties for Regions. The Recipient has applied to the Department for financial assistance under the Royalties for Regions Country Local Government Fund to undertake the Project and the Department has agreed to provide a grant subject to the terms and conditions of this Agreement.

**THE PARTIES AGREE as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context otherwise requires:

**Agreement** means this Financial Assistance Agreement, including its recitals and any schedules or annexures.

**Acquittal** occurs when the Department has advised the Recipient that the reports and financial information provided by the Recipient in accordance with clause 4.6 are satisfactory.

**Approved Budget** means the budget approved by the Department and attached to the Agreement in Item 4.3 of Schedule 4.

**Auditor** means a person who is an approved auditor for the purposes of the Local Government Act 1995 or a Registered Company Auditor and who is independent from the Recipient.

**Auditor General** means the Auditor General for the State of Western Australia.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Commencement date** means the execution date of this Agreement.

**Completion date** means that date for completion of the Project as specified in Item 5 of Schedule 4.

**Commonwealth** means Commonwealth of Australia.

**Department** means the Department of Regional Development and Lands or such other body or instrumentality which is charged with the administration of this Agreement from time to time on behalf of the State.

**Evaluation or Audit** includes to examine, investigate, inspect, review or evaluate.

**Funding** means the amount or amounts specified in Item 2 of Schedule 4.

**Guidelines** means the Royalties for Regions Country Local Government Fund Individual Country Local Governments 2010-11 Guidelines as properly varied from time to time.

**Party** means each of the Department or the Recipient as the context requires and **Parties** means both of them.

**Project** means the initiative or activities to be undertaken with the Funding described in Item 1 of Schedule 4 and specified in Item 4 of Schedule 4.

**Purpose** means the Project or Purpose described in Schedule 4.

**Recipient** means the organisation funded to undertake the Project under this Agreement.

**Registered Company Auditor** means a person who is for the time being registered as an auditor or taken to be registered as an auditor under Part 9.2 of the Corporations Act 2001 of the Commonwealth.

**Royalties for Regions** means the policy that was endorsed by the State Government on 13 October 2008 as properly varied from time to time.

**Schedule** means any schedule to, and forming part of, this Agreement.

**Special Conditions** means any conditions specified in Item 6 of Schedule 4.

**State** means the State of Western Australia.

**Term** means the term of this Agreement which subject to this Agreement is the term so described in Schedule 4.

## 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) references to this Agreement include its recitals, schedules and annexures;
- (k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (l) references to time are local time in Perth, Western Australia;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) references to currency are to Australian currency unless otherwise stated;
- (o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (q) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day; and
- (r) if the word "including" or "includes" is used, the words, "without limitation" are taken to immediately follow.

## **2. SCOPE OF THIS AGREEMENT**

### **(a) The Recipient shall:**

- (i) use the Funding for the Purpose;
- (ii) carry out all aspects of the Project and acquit all aspects of the Purpose in a competent, diligent, satisfactory, workmanlike and professional manner, and to a high standard;
- (iii) comply with all the conditions and obligations as outlined in the Guidelines as properly varied from time to time.
- (iv) in its carrying out of the Project use all funding therefore in a commercially prudent, sensible and reasonable manner;
- (v) provide appropriate Funding and other resources including staff with the capacity to meet their obligations as specified in this Agreement;
- (vi) provide leverage with wider stakeholders to facilitate strong stakeholder ownership and involvement where required in the Project referred to in this Agreement; and
- (vii) use all available opportunities to facilitate additional financial investment in the Project referred to in this Agreement.

### **(b) The Department shall:**

- (i) pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 5;
- (ii) indemnify and keep indemnified the Recipient for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which the Recipient issues a recipient created tax invoice under this Agreement; and
- (iii) provide to the Recipient reporting templates to fulfil clauses 4.6(a) 4.6(b) and 4.6(c) and the reporting requirements outlined in Schedule 2 and Schedule 3.

### **(c) With managing the Project the Recipient:**

- (i) will be responsible for management of the Project which include processes for establishing, administering, governing and implementing the Project;
- (ii) will obtain the prior written approval of the Department for any variations to costings and payments in items identified in the Schedule(s);
- (iii) will implement the Project in accordance with this Agreement, any written proposal/s submitted by or on behalf of the Recipient, and in consultation with the Department;

- (iv) will monitor the effectiveness of the Project and report to the Department as per this Agreement;
- (v) will use the Funding solely for the Project and not make any changes to the Project without prior written approval by the Department which may be withheld at the Department's discretion;
- (vi) will provide the Department with copies of, or access to, any financial records, progress and correspondence in respect of the Project nominated in this Agreement as and when requested;
- (vii) must allow the Auditor General, or an authorised representative, to have access to and examine records and information concerning this Project (as permitted under the Auditor General Act 2006);
- (viii) will notify the Department of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the funding agent as soon as practicable after the institution of those proceedings or that debt recovery action;
- (ix) will notify the Department immediately if the Recipient is in breach of any law or act, receives an audit qualification or is under scrutiny through an inquiry or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient;
- (x) will, at the completion of the Project or the conclusion of this Agreement (which ever occurs first):
  - (1) return any unspent and uncommitted Funding to the Department unless otherwise agreed including any savings that have accrued to the Project;
  - (2) where no reasonable explanation can be provided to substantiate unspent funds, return any unsubstantiated unspent Funding to the State (being Funding that has been approved for payment on behalf of the State, but in respect of which no work has been undertaken by the Recipient and no contractual commitment entered into prior to the effective date of completion or conclusion); and
  - (3) reimburse the State for any Funding spent otherwise than in respect of the Project unless otherwise agreed.
- (xi) must keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, promptly provide the Department with information or documentation (relating in any way to the Project or this Agreement) requested by the Department. The Recipient will ensure that any such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;

- (xii) will establish a separate account or cost centre within its financial system solely for the Funding;
- (xiii) will use all reasonable endeavours to adhere to each and every agreed budget; and
- (xiv) will use all reasonable endeavours to achieve the milestones expressly or impliedly set out in Schedule 4 in accordance with that schedule.

### **3. PAYMENT OF THE FUNDING**

Subject to the terms and conditions of this Agreement, the Department will pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 5.

### **4. OBLIGATIONS OF RECIPIENT**

#### **4.1 Use of Grant Payment**

The Recipient will use the Funding for the carrying out of the Project in accordance with this Agreement and the Approved Budget and expend such funds by the Completion Date. All such expenditure must be in a commercially prudent, sensible and reasonable manner. The Recipient must carry out the Project diligently, efficiently and to a high standard. Furthermore, the Recipient shall properly comply with and deliver all milestones and deliverables expressly or impliedly set out in any Schedule hereto (in accordance with such schedule).

#### **4.2 No Changes**

The Recipient will not make any changes to the Project without the prior written consent of the Department which may be withheld at the Department's discretion.

#### **4.3 No Endorsement**

The Recipient agrees that nothing in this Agreement constitutes an endorsement by the Department of any goods or services provided by the Recipient.

#### **4.4 Acknowledgement of Department**

- (a) Any Royalties for Regions communication activity including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project shall give equal representation to the Parties in the display of Royalties for Regions logos, the Recipient's logos and party names where agreed and as deemed appropriate.
- (b) The respective roles of the Department and Recipient must be acknowledged at relevant forums, conferences, and project launches where the Project is promoted.
- (c) Communications  
The Parties shall:
  - (i) work cooperatively at the senior management and officer levels;

- (ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;
  - (iii) share information and knowledge as practicable; and
  - (iv) advise any shared stakeholders about arrangements between the Parties.
- (d) Media Management and Advertising
- (i) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project referred to in this Agreement on issue(s) of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
  - (ii) The Recipient shall coordinate joint communications with the Department prior to the release of any media statement, advertising proposals and advertisements by the Recipient in relation to the Project referred to in this Agreement.

#### **4.5 Request for Information**

The Recipient is to provide the Department with any document(s) or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Department. All such documentation and information must be accurate, comprehensive, up-to-date and in no way misleading or deceiving.

#### **4.6 Accounts, Acquittal and Reporting**

- (a) The Recipient is to provide to the Department Progress and Financial Reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), until the completion of the Project, which shall include:
- (i) a Financial Report of income and expenditure, certified by the Chief Financial Officer or Accountable Officer, as detailed in Schedule 2, as properly varied from time to time; and
  - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved;

Note – quarterly reports are to be submitted within one month of the end of each quarter.

- (b) The Recipient will provide to the Department an annual report on the Project based on a financial year ending 30 June which shall include:
- (i) a Financial Report, certified by the Chief Financial Officer or Accountable Officer and audited by an Auditor, outlining income and expenditure for the Project as detailed in Schedule 2, as properly varied from time to time; and
  - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved;

Note – The annual report on the Project is to be submitted within three months of the end of the financial year.



- (c) The Recipient is to provide to the Department a report (the Acquittal) at the completion of the Project, which shall include:
- (i) a Financial Report, certified by the Chief Financial Officer or Accountable Officer and audited by an Auditor, certifying that the Funding was used for the Project, such certification to address the issues itemised in Schedule 2, as properly varied from time to time; and
  - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved;

Note – The Acquittal is to be submitted within three months of the completion of the Project.

- (d) The Department is to provide reporting templates to assist with the fulfilment of clauses 4.6(a), 4.6(b), 4.6(c) and the reporting requirements outlined in Schedules 2 and 3.

#### **4.7 Special Conditions of Grant**

The Recipient agrees to comply with the Special Conditions, if any.

#### **4.8 General Undertakings of Recipient**

The Recipient must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Department of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Department in the administration of this Agreement; and
- (f) upon ten (10) Business Days notice, provide the Department or its agents, with access at any reasonable time and from time to time to the Recipient's premises, financial records, documents, equipment and other property or information for the purpose of Evaluation or Audit and inspection by the Department in order to verify the existence and/or extent of compliance (or otherwise) by the Recipient with this Agreement.

#### **4.9 Negation of Employment, Partnership and Agency**

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or Department.

#### **5. EVALUATION OR AUDIT RIGHTS**

The Department may arrange for an Evaluation or Audit to be carried out in respect of the Project funded under this Agreement. If the Department arranges for an Evaluation or Audit to be carried out:

- (a) The Department must notify the Recipient that the Department has arranged or will arrange for an Evaluation or Audit to be carried out; and
- (b) The Recipient must allow all persons appointed by the Department to carry out the Evaluation or Audit to have full access to the records of the Recipient for the purpose of carrying out the Evaluation or Audit.

Clause 5 survives the end of this Agreement by 3 years.

#### **6. SECURITY, PRIVACY AND CONFIDENTIALITY**

- (a) The Parties agree to comply with the Information privacy principles set out in section 14 of the *Privacy Act 1988* in respect of personal information received, created or held by Parties in connection to this Agreement, as if the Parties were an agency as defined in the *Privacy Act 1988*.
- (b) This clause 6 shall survive the termination or expiry of this Agreement.
- (c) In regard to information policy it should be noted that the Department is subject to the provisions of the *Freedom of Information Act 1992*.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

The Parties acknowledge that nothing in this Agreement shall affect ownership of any intellectual property rights.

#### **8. REPAYMENT AND RETENTION OF THE FUNDING**

At the completion of the Project or the conclusion of this Agreement (whichever occurs first) the Recipient:

- (a) must return any unspent and uncommitted Funding (including any savings that have accrued to the Project) to the Department unless otherwise agreed;
- (b) repay to the Department within forty (40) Business Days any funds that the Department has paid which have not been used in accordance with this Agreement unless there has been written agreement otherwise between the Parties.

## **9. LIMITATION OF LIABILITY**

The Department shall have no responsibility or liability for the success or otherwise of the Project and is not liable for any losses which may be suffered by the Recipient in undertaking the Project.

## **10. INSURANCE AND INDEMNITY**

- (a) The Recipient shall take out and maintain throughout the term of this Agreement adequate insurance to provide cover for the Project undertaken by the Recipient, including Public Liability and Workers' Compensation insurances and property insurance covering loss of or damage to any equipment that the Recipient provides for use on the Project, for its full replacement value.

If requested by the Department, the Recipient must provide the following:

- (i) A written statement of the applicable insurance cover held by the Recipient; or
  - (ii) A copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.
- (b) The Recipient hereby agrees to indemnify and keep indemnified the State and the Department and to hold them and their respective officers, employees and agents harmless against all reasonably foreseeable damages, losses, liabilities, cost and expenses (including legal fees) claimed, suffered or incurred by the State or the Department or any of their respective officers, employees and agents whether before or after the date of this Agreement to the extent caused by any:
    - (i) breach of an obligation of this Agreement by the Recipient;
    - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
    - (iii) breach of a State or Commonwealth law relevant to the Agreement by the Recipient or its employees, contractors, officers or agents.
  - (c) This indemnity shall survive expiration or termination of this Agreement.

## **11. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- (a) The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Agreement.
- (c) The Recipient must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records and information concerning this Agreement.

## **12. NOTICES**

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 1 of Schedule 1; or
  - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 1 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the third Business Day after posting; and
  - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## **13. DEFAULT AND TERMINATION**

### **13.1 Event of Default by the Recipient**

An Event of Default occurs if:

- (a) the Recipient breaches any of its obligations under this Agreement which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department;
- (b) the Recipient breaches this Agreement and such breach cannot be remedied;

- (c) the Recipient becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*;
- (d) the Department has reasonable grounds to believe that the Recipient is unwilling or unable to comply with its obligations under this Agreement;
- (e) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or
- (f) the Recipient persistently, regularly, consistently or continually breaches this Agreement.

### **13.2 Effect of Event of Default**

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing further notice in writing to the Recipient.
- (b) Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its obligations.

## **14. GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 14:
  - (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
  - (ii) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
  - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Funding shall be inclusive of GST.
- (c) The obligation of the Department to pay the GST on any supply by the Recipient under this Agreement is conditional upon the prior issue by the Recipient to the Department of a Tax Invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.

## **15. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party’s rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver of any rights.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

## **17. ASSIGNMENT**

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld at the Department's discretion. The Department may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 17, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

## **18. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

## **19. DISPUTE RESOLUTION**

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

## **20. RIGHTS AND REMEDIES**

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

## **21. LOCAL PRODUCTS AND SERVICES**

The Recipient agrees to use Western Australian regional products and services for the Project wherever possible using an open and competitive process.

## **22. GOVERNING LAW**

This Agreement is governed by the laws of the State of Western Australia. The Department and the Recipient irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

### **23. EXTENSION**

The Term of this Agreement may be extended upon prior written application by the Recipient and subject to Departmental approval which may be withheld at the Department's discretion.

### **24. SHORTFALL**

If the Funding is insufficient for the Recipient to properly meet all of its obligations under this Agreement, then the Recipient is solely responsible for funding any shortfall.

### **25. SCHEDULES**

25.1 Any express or implied provision of any schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.

25.2 In clause 25.1, "provision" includes term, condition, warranty, stipulation, right, obligation, representation and the like.

## SCHEDULE 1

### 1. Notice Addresses

#### 1.1 Department

Registered Mail: PO Box 1143  
WEST PERTH WA 6872  
Facsimile: (08) 9226 4050

#### 1.2 Recipient

Registered Mail: 6 Paterson Street  
MUNDIJONG WA 6123  
Facsimile: (08) 9525 5441

### 2. Contact Officers

#### Department

**Name:** Linda Leonard  
**Job Title:** Manager, Reporting and Evaluation  
**Phone:** 9217 1636  
**Facsimile:** 9226 4050  
**Email:** [linda.leonard@rdl.wa.gov.au](mailto:linda.leonard@rdl.wa.gov.au)  
**Postal Address:** PO Box 1143, WEST PERTH WA 6872  
**Street Address:** Level 10, 2 Havelock Street WEST PERTH WA 6005  
**Supervisor:** Colin Slattery, Director Regional Investment

#### Recipient

**Name:** Alan Hart  
**Job Title:** Director Corporate Services  
**Phone:** (08) 9526 1111  
**Facsimile:** (08) 9525 5441  
**Email:** [ahart@sjshire.wa.gov.au](mailto:ahart@sjshire.wa.gov.au)  
**Postal Address:** 6 Paterson Street, MUNDIJONG WA 6123  
**Street Address:** 6 Paterson Street, MUNDIJONG WA 6123  
**Supervisor:** Joanne Abbiss, Chief Executive Officer

### RECIPIENT FINANCIAL CONTACT

**Name:** Casey Mihovilovich  
**Job Title:** Executive Manager Finance Services  
**Phone:** (08) 9526 1102  
**Email:** [cmihovilovich@sjshire.wa.gov.au](mailto:cmihovilovich@sjshire.wa.gov.au)



## **SCHEDULE 2 – FINANCIAL REPORT**

1. Total approved Royalties for Regions Budget for the current financial year.
2. Balance brought forward from previous financial year.
3. Drawdowns from the Department to date.
4. Total committed in the current year from drawdowns.
5. Actual expenditure to date.
6. Initial estimated cost of the Project.
7. Leverage of funding from other sources.
8. Forecast cost to complete the Project.
9. Quarterly income and expenditure.

### **SCHEDULE 3 – EVALUATION REPORT**

1. Project outcome (KPI).
2. Project indicators.
3. Outcome indicator type.
4. Achievements target.
5. Actual achievements.
6. Explanation of variances between target and actual achievements.
7. Linkage to Royalties for Regions outcomes.
8. Funding allocation by project category.
9. What precisely the Funding received has been spent on.

## SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

### 1. Purpose

The Funding is provided for reasonable direct wages, contracts and capital works designated as Country Local Government Fund projects in the 2010-11 financial year component of the Forward Capital Works Plan submitted by the Recipient and approved by the Department. This Project involves activities and capital works as detailed in Clause 4 of this schedule.

### 2. Funding Amount(s)

\$857,650 will be provided for the Purpose noted in Clause 1 above.

The payment of the Funding will be subject to assessment of Project expenditure by the Department for consistency with the Guidelines.

### 3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the full amount of Funding of \$857,650 to the Recipient in the manner described in Schedule 5.

### 4. Detailed Description of Project(s)

#### 4.1. Project Description and Objective

Projects	Objectives of the Project
<b>SJ Recreation Centre Commercial Kitchen Fit Out</b>	To install a commercial standard kitchen to cater for community and private functions. Currently not suitable to hold large functions.
<b>Bruno Gianatti Hall Kitchen Upgrade</b>	To install and provide food preparation kitchen, including the replacement of existing commercial oven if it cannot be upgraded to meet Health Department regulations.
<b>Byford Hall Kitchen Upgrade</b>	Installation of kitchen facility capable of reheating and serving food which will complement the newly refurbished Community Hall, enabling functions and events to take place.
<b>Byford Central Oval Ablution/Storage</b>	Construction of a new toilet block and storage facility so the community and sporting groups can use the oval to its full capacity.
<b>Byford Beautification Project</b>	Works include: <ul style="list-style-type: none"><li>– Irrigation and bore system installation for St Thomas Estate and Sunrays Estate open space, South Western Highway and Thomas Road central medians and verges to assist with vegetation establishment; irrigation installation in the Town Centre central medians</li><li>– Landscape upgrade works in Byford Central to improve public open space function and for high profile intersections in Byford; street trees for residential areas in Byford, verge planting along South Western Highway and feature planting in Byford Town Centre South Western Highway central medians</li><li>– Construction of the Byford Iconic Gateway Entry Statement and landscaped entry statement along South Western Highway</li><li>– Brick paving works for the South Western Highway and Thomas Road central medians.</li></ul>

<b>Projects</b>	<b>Objectives of the Project</b>
<b>Percy Place Landscaping</b>	Landscaping/interpretation works which include retaining existing indigenous vegetation and materials from the demolition of the building for use in the construction of features in the public open space containing the house site.
<b>Byford Central Oval Playground</b>	Landscaping/interpretation works to construct a "Slide and Fort" type playground and appropriate soft fall requirements, enclosed by a one block high limestone wall. The project will promote fun and essential playing activities for the community, while assisting with outside respite for parents/carers.
<b>Byford By The Scarp Development Footpath</b>	Construction of a 2.5 metre wide x 800m long shared foot and bicycle path along the eastern side of South Western Highway from Clondyke Road to Nettleton Road.

#### 4.2. Project Timeframe

The Recipient agrees to commence the Project within six months after the date this Agreement is entered into and to complete the Project in accordance with the milestone dates noted in the table below, unless otherwise agreed to in writing by the Department.

<b>Projects</b>	<b>Main Activities/ Milestones</b>	<b>Milestone Dates</b>
<b>SJ Recreation Centre Commercial Kitchen Fit Out</b>	Design & consultation	31 August 2011
	Commence construction	31 October 2011
	Practical completion	31 December 2011
	Integration (including acquittal)	28 February 2012
<b>Bruno Gianatti Hall Kitchen Upgrade</b>	Design & consultation	31 August 2011
	Commence construction	31 October 2011
	Practical completion	31 December 2011
	Integration (including acquittal)	28 February 2012
<b>Byford Hall Kitchen Upgrade</b>	Design & consultation	31 August 2011
	Commence construction	31 October 2011
	Practical completion	31 December 2011
	Integration (including acquittal)	28 February 2012
<b>Byford Central Oval Ablution/Storage</b>	Design & consultation	30 August 2011
	Commence construction	9 November 2011
	Practical completion	30 June 2012
	Integration (including acquittal)	31 July 2012
<b>Byford Beautification Project</b>	Design & consultation	1 July 2011
	Commence construction	1 September 2011
	Practical completion	31 May 2013
	Integration (including acquittal)	30 June 2013

Projects	Main Activities/ Milestones	Milestone Dates
<b>Percy Place Landscaping</b>	Design & consultation	30 September 2011
	Commence construction	31 December 2011
	Practical completion	31 March 2012
	Integration (including acquittal)	30 June 2012
<b>Byford Central Oval Playground</b>	Design & consultation	1 October 2011
	Commence construction	1 November 2011
	Practical completion	1 April 2012
	Integration (including acquittal)	29 June 2012
<b>Byford By The Scarp Development Footpath</b>	Design & consultation	3 October 2011
	Commence construction	1 February 2012
	Practical completion	30 April 2012
	Integration (including acquittal)	29 June 2012

#### 4.3. Project Budget - 2010-11 Financial Year

Item of Expenditure	Item Cost (\$)	Source of Funds (Specify CLGF, Recipient, name of other source)
SJ Recreation Centre Commercial Kitchen Fit Out	60,000	CLGF \$60,000
Bruno Gianatti Hall Kitchen Upgrade	20,000	CLGF \$20,000
Byford Hall Kitchen Upgrade	15,000	CLGF\$15,000
Byford Central Oval Ablution/Storage	252,650	CLGF \$252,650
Byford Beautification Project	285,000	CLGF\$250,000 Recipient \$35,000
Percy Place Landscaping	20,000	CLGF \$20,000
Byford Central Oval Playground	80,000	CLGF \$80,000
Byford By The Scarp Development Footpath	160,000	CLGF \$160,000
<b>Total CLGF Funding</b>	<b>857,650</b>	
<b>Total Recipient Funding</b>	<b>35,000</b>	
<b>Total Other Funding</b>	<b>0</b>	
<b>Total Cost</b>	<b>892,650</b>	

#### 4.4 Project Outcomes and Outputs

Project	Description	Outcomes and Outputs	Performance Measures
<b>SJ Recreation Centre Commercial Kitchen Fit Out</b>	Installation of commercial standard kitchen	Upgraded facilities to cater for large functions completed  Better working conditions	Installation complies with all Health Department regulations  Completed within budget  Number of large functions being booked  Feedback from users of kitchen
<b>Bruno Gianatti Hall Kitchen Upgrade</b>	Installation of food preparation kitchen, including replacement of existing commercial oven if it cannot be upgraded to meet Health Department Regulations	Upgraded facilities completed	Installation complies with all Health Department regulations  Completed within budget  Establishment of Meals on Wheels operation
<b>Byford Hall Kitchen Upgrade</b>	Installation of a kitchen facility capable of reheating and serving food	Upgraded facilities to cater for large functions completed  Better working conditions	Installation complies with all Health Department regulations  Completed within budget  Number of large functions being booked  Feedback from users of kitchen
<b>Byford Central Oval Ablution/Storage</b>	Construction of a new toilet block and storage facility	New toilet block and storage facility completed  Enhanced community facilities	Completed in accordance with Building Code of Australia and Public Building regulations  Completed within budget  Number of bookings from sporting and other community groups  Survey to demonstrate community needs being met and group numbers have increased
<b>Byford Beautification Project</b>	Irrigation projects and bore system installation; landscape and median upgrade works; construction of entry statements	Visual streetscape improvement	Completed within budget  Community feedback on street landscaping

<b>Project</b>	<b>Description</b>	<b>Outcomes and Outputs</b>	<b>Performance Measures</b>
<b>Percy Place Landscaping</b>	Landscaping works including paths, walls, park furniture, artwork and signage	Visual improvements completed and furniture installed	Completed within budget Amount of existing vegetation retained and materials recycled Positive community response
<b>Byford Central Oval Playground</b>	Construction of a "Slide and Fort" Playground with soft fall surface, enclosed by a limestone wall	Playground constructed and limestone wall completed	Constructions comply with all required legislative and Council regulations Completed within budget Usage survey validates increased Playground activity
<b>Byford By The Scarp Development Footpath</b>	Development of footpath and cycleway from Clondyke Road to Nettleton Road	Construction of footpath and cycleway 800m long x 2.5m wide completed	Construction standard complies with terms of the Serpentine Jarrahdale Guidelines for Subdivision Development Completed within budget Community feedback on satisfaction with extended footpath/ cycleway

## 5. Term of Agreement

The Term of this Agreement commences on the execution date of this Agreement and ends 24 months after the execution date. The previous sentence is subject to those provisions of this Agreement which expressly or impliedly survive the expiration of this Agreement.

## 6. Special Conditions

### 6.1. Signage on Project sites

Infrastructure projects receiving over \$100,000 must display a sign/plaque which contains appropriate logos, approved by the Department of Regional Development and Lands, acknowledging Royalties for Regions funding during work and after the Project is completed. If the Project is undertaken across a number of sites, one sign should be placed at an appropriate site in an area of high visibility. The Funding may be used to purchase and install signage.

## **SCHEDULE 5 – PAYMENT OF THE FUNDING**

Funding will be made available as a conditional grant specifically for the delivery of the Project outlined in Schedule 4.

On receipt of a Purchase Order, the Recipient will forward an invoice to the Department via DTF Shared Services (OSS) for the amount of the Funding outlined in Schedule 4. The payment will be processed by OSS and the payment cheque to the Recipient will then be electronic funds transferred as payment arrangements previously put in place.

<b>Account name:</b>	Shire of Serpentine Jarrahdale
<b>BSB:</b>	016-253
<b>Account number:</b>	424651229



**EXECUTED** by the Parties as an agreement.

**SIGNED** for and on behalf of the **STATE** )  
**OF WESTERN AUSTRALIA** by Paul )  
Rosair of the **DEPARTMENT OF** )  
**REGIONAL DEVELOPMENT AND** )  
**LANDS** in the presence of: )

---

Signature of witness

---

Full name and position of witness

Signed for and on behalf of the **Shire of Serpentine Jarrahdale**

The Common Seal of the Recipient was hereunto affixed by authority of the Council  
in the presence of:

---

Signature

Shire President

---

Dr Sheila Twine

Print full name of Authorised Person

---

Signature

Chief Executive Officer

---

Joanne Abbiss

Print full name of Authorised Person