



ORDINARY MEETING OF COUNCIL SUPPLEMENTARY ITEMS

To be held at 5pm on

Tuesday 20 June 2023

Council Chambers

11 Manning Street, KIAMA NSW 2533

Members

Mayor

Councillor N Reilly

Deputy Mayor

Councillor I Draisma

Councillor M Brown

Councillor M Croxford

Councillor J Keast

Councillor S Larkins

Councillor K Renkema-Lang

Councillor K Rice

Councillor W Steel

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18 LATE ITEMS

18.2 Attachments in support of item 18.1 Planning Proposal - Lot 2 DP 1215276, No 14A Bonaira Street, Kiama

CSP Objective: Outcome 12: Public funds and assets are managed strategically, transparently and efficiently

CSP Strategy: 12.2 Manage our assets so that they create financial sustainability for Council

Delivery Program: 12.2.2 Identify Council owned land and property for future use or disposal opportunity; and manage in accordance with the Local Government Act

Summary

The following attachments are provided in support of the item 18.1 Planning Proposal – Lot 2 DP 1215276, No 14A Bonaira Street, Kiama:

1. Legal advice from Maddocks Lawyers dated 15 June 2023 regarding interest in land and classification of land, Blue Haven (confidential as per clause 10A(2) of the Local Government Act 1993 due to legally privileged information).
2. Legal advice from Marsdens Lawyers dated 9 May 2023 regarding Councillor submissions (confidential as per clause 10A(2) of the Local Government Act 1993 due to legally privileged information).
3. Funding Deed – Regional Communities Development Fund – Kiama Aged Care Centre of Excellence - \$10M grant.
4. Grant Agreement – Building Better Regions Fund – Restoration Historic Barroul House into Community Meeting Centre and Café - \$1.4M grant.

Attachments

- 1 REFER CONFIDENTIAL ATTACHMENTS - Maddocks legal advice dated 15 June 2023 - regarding interests in land and classification of land
- 2 REFER CONFIDENTIAL ATTACHMENTS - Marsdens legal advice dated 9 May 2023 - regarding Councillor Submissions
- 3 Building Better Regions Fund - Barroul House - Commonwealth Standard Grant Agreement [↓](#)
- 4 Funding Deed - Regional Communities Development Fund - Kiama Aged Care Centre of Excellence [↓](#)

Enclosures

Nil

Report of the Chief Executive Officer

18.2 Attachments in support of item 18.1 Planning Proposal - Lot 2 DP 1215276,
No 14A Bonaira Street, Kiama (cont)

RECOMMENDATION

That Council notes the attachments provided in support of Item 18.1 Planning Proposal – Lot 2 DP 1215276, No 14A Bonaira Street, Kiama in relation to legal advice received and funding/grant agreements.

Item 18.2

Commonwealth Standard Grant Agreement

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

Department of Industry, Innovation and Science

and

The Council of the Municipality of Kiama

BBRF65595

Commonwealth Standard Grant Agreement

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Grant Agreement BBRF65595

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	The Council of the Municipality of Kiama
Legal entity type (e.g. local governing body or not for profit organisation)	Local Government
Trading or business name	Not Applicable
Any relevant licence, registration or provider number	Not Applicable
Australian Business Number (ABN) or other entity identifiers	22 379 679 108
Australian Company Number (ACN)	Not Applicable
Trust Name and ABN (where applicable)	Not Applicable
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)65595	11 Manning St KIAMA NSW 2533
Relevant business place (if different)	Not Applicable
Telephone	(02) 4232 0474
Email	clarer@kiama.nsw.gov.au

The Commonwealth

The Commonwealth of Australia represented by the
Department of Industry, Innovation and Science
of 10 Binara Street CANBERRA ACT 2600
ABN 74 599 608 295

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details BBRF65595

A. Purpose of the Grant

The purpose of the Grant is to support projects which involve the construction of new infrastructure, or the upgrade or extension of existing infrastructure that provide economic and social benefits to regional and remote areas.

This Grant is being provided as part of the Building Better Regions Fund Infrastructure Projects Stream Round 2.

The program aims to:

- create jobs
- have a positive impact on economic activity, including Indigenous economic participation through employment and supplier-use outcomes
- enhance community facilities
- enhance leadership capacity
- encourage community cohesion and sense of identity.

B. Activity

The Activity is made up of your Project and all eligible project activities as specified in these Grant Details.

Project title

Restoration Historic Barroul House into Community Meeting Centre and Café

Project scope and description, including key eligible activities

The project will restore the historic Barroul House at the Blue Haven Aged Care Centre of Excellence to house a café, meeting rooms, art space and studio displaying Indigenous Art and local artists, and a meeting space comprising a sensory environment and garden area.

The key eligible Project activities to be undertaken by the Grantee is the restoration of the building 'Barroul House,' including:

- Upgrades to the original building, including:
 - reinstatement of roofing;
 - restoring original finishes to joinery;
 - repairing and restoring veranda posts and floors and front stairs;
 - ensuring universal access;
 - demolition of later additions added to the original building;
 - fitting out café, including,
 - a commercial kitchen;
 - fixed equipment;
 - providing universal access;
 - Fitting out multipurpose rooms;
 - Providing an art space;
 - landscaping the building surrounds, including,
 - providing access to the building for people with disabilities;

- providing sensory experience environment for both dementia residents & the community;
- installing signage and balustrade and providing shaded areas.

Project location

14A Bonaira Street, Kiama, NSW

Project outcomes

The restoration of 'Barroul House' and its surrounds are complete.

The Project must be located in an eligible area. In undertaking the Activity, you must comply with the requirements of the Program Guidelines (as in force at the time of application).

To maintain the social, economic and project benefits, you are required to ensure the operation and maintenance of your project infrastructure continues in accordance with the timeframes below (Benefits Timeframe).

Total project cost	Number of years
< \$250,000	1 year
\$250,000 to \$1 million	3 years
> \$1 million	5 years
Projects exempt from the co-funding requirement	5 years

Your respective Benefits Timeframe will begin the day after your project end date. This Agreement will terminate on expiration of your Benefits Timeframe.

You must conduct an official opening of the completed Activity unless otherwise agreed by the Commonwealth. You must provide at least three options for dates for the official opening, or any other milestone events that you choose to conduct relating to the Activity or Project. You must provide these dates at least 56 days prior to the first proposed date for each event to be conducted. The date of official openings or other official public functions must be agreed to by the Commonwealth. You must invite the Commonwealth's representative to officiate at any event held.

You must seek the Commonwealth Minister's prior agreement to invite any other Commonwealth or State elected official or other officials to attend a function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening or other official public function relating to the Activity or Project.

You must erect and maintain signage in relation to the Project in accordance with the Signage Guidelines (as advised by the Commonwealth). Signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding. You must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity. You must not use the Commonwealth logo without the Commonwealth's approval and in accordance with the Commonwealth's print and signage guidelines.

You must provide drafts of all publicity, announcements and media releases relating to the Activity to the Commonwealth for approval with at least 10 business days' notice prior to release.

C. Duration of the Grant

The Activity starts on the date of execution of this agreement and ends on 08/06/2020, the Completion Date.

Activity Schedule

No.	Title and description	Due date
1	Project Start Date	17/09/2018
2	Milestone Progress 1 <ul style="list-style-type: none"> • Statutory approvals have been obtained; • Final costs confirmed; • Final design completed; • 35 per cent of the key eligible Project activities are completed to the satisfaction of the Commonwealth. 	28/02/2019
3	Milestone Progress 2 <ul style="list-style-type: none"> • 80 per cent of the key eligible Project activities are completed to the satisfaction of the Commonwealth. 	31/08/2019
4	End of Project <ul style="list-style-type: none"> • All key eligible Project activities, at Item B of the Agreement, are complete; • The Project, at Item B of the Agreement, is complete; • All approvals required to enable public access and use of the facility have been met; and • The Project is fully operational. 	31/12/2019
5	Project End Date	31/12/2019

D. Payment of the Grant

The total amount of the Grant is up to \$1,400,000 (plus GST if applicable).

The Grant will be provided at up to 48.28 per cent of eligible project costs, as defined in the Program Guidelines, and subject to satisfactory progress towards milestones and availability of Program funds.

The Grant will be paid in accordance with clause ST2.

The Grant will be paid in arrears as agreed milestones are achieved, based on actual eligible project costs. Payments are subject to satisfactory progress on the Project and compliance by the Grantee with its obligations under this Agreement.

A final payment of at least 10 per cent of the Grant will be withheld until the Grantee submits a satisfactory final report demonstrating end of Project reporting obligations have been met.

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to provide the following reports to the Commonwealth representative in accordance with the Reporting Templates (Schedule 2).

Report type	Period start date	Period end date	Agreed evidence	Due date
Progress	17/09/2018	28/02/2019	Evidence acceptable to the Commonwealth that the following has been achieved: <ul style="list-style-type: none"> 35 per cent of the key eligible Project activities are completed and certified by the Project Manager, Quantity Surveyor, or similar. 	28/03/2019
Progress	01/03/2019	31/08/2019	Evidence acceptable to the Commonwealth that the following has been achieved: <ul style="list-style-type: none"> 80 per cent of the key eligible Project activities are completed and certified by the Project Manager, Quantity Surveyor, or similar. 	28/09/2019
End of Project	01/09/2019	31/12/2019	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> an Event Invitation has been submitted to the Department as required; all key eligible Project activities, at Item B of the Agreement, are complete; the Project, at Item B of the Agreement, is complete; all approvals required to enable public access and use of the facility have been met; and the Project is fully operational. 	28/01/2020
Independent Audit Certificate	17/09/2018	31/12/2019		28/01/2020

In your reports to the Commonwealth you will be required to report your progress against the expected project employment figures set out in the table below.

Expected project employment figures	Number
Direct full time equivalent employment (employees and independent contractors) generated during the project period	18
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated during the project period	1
Indirect full time equivalent employment (employees and independent contractors) generated during the project period	6
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated during the project period	0
Direct full time equivalent employment (employees and independent contractors) generated following the project period	10
How many of the above are direct Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	1
Indirect full time equivalent employment (employees and independent contractors) generated following the project period	0
How many of the above are indirect Indigenous full time equivalent employment (employees and independent contractors) generated following the project period	0

During the Agreement period, we may ask you for ad-hoc reports on your project. You must provide these reports in the timeframes notified by the Commonwealth.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Ms Clare Rogers
Position	Director Blue Haven
Postal/physical address(es)	11 Manning Street KIAMA NSW 2533
Business hours telephone	(02) 4232 0474
Mobile	0417 490 093
E-mail	clarer@kiama.nsw.gov.au

Commonwealth representative and address

Name of representative	Dianne May
Position	Program Manager
Postal/physical address(es)	GPO Box 2013, CANBERRA ACT 2601
Business hours telephone	(08) 9287 3526
E-mail	Dianne.May@industry.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Supplementary Terms

ST1. Other contributions

- (a) In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

Contributor	Nature of Contribution	Cash contribution \$ (GST excl)	In-kind contribution \$ (GST excl)	Due date
Grantee	Cash	\$1,500,000	\$0	Project period
Total		\$1,500,000	\$0	

ST1.1 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
 (b) terminate this Agreement in accordance with clause 20 of this Agreement.

ST2. Activity budget

ST2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the activity budget in the following table:

Eligible expenditure item	Estimated expenditure 2018/19	Estimated expenditure 2019/20	Estimated expenditure 2020/21	Total \$
Purchase of materials	\$910,000	\$180,000	\$0	\$1,090,000
External labour hire	\$1,100,000	\$60,000	\$0	\$1,160,000
Plant and equipment hire	\$300,000	\$0	\$0	\$300,000
External consultant costs	\$350,000	\$0	\$0	\$350,000
Total Project costs	\$2,660,000	\$240,000	\$0	\$2,900,000

ST2.2 Figures in the above table are GST inclusive amounts less GST credits that can be claimed in relation to the expenditure.

ST2.3 Subject to sufficient appropriation being available, the Grant will be paid up to the Annual Capped Amounts over the financial years specified in the following table.

Annual Capped Amounts

Financial year	Annual capped amount (GST excl)
2018/19	\$482,758
2019/20	\$917,242
Total	\$1,400,000

ST2.4 The Commonwealth is not required to make a payment if it would result in the amount paid in a financial year exceeding the Annual Capped Amount for that financial year specified in the table under clause ST2.3.

ST2.5 In accordance with the activity budget under clause ST2.1, the Annual Capped Amounts may not be exceeded unless the Commonwealth specifically approves an increase of that amount under clause ST2.8.

ST2.6 Subject to this clause, the Grantee may reallocate expenditure in respect of categories of expenditure in the activity budget, provided it does not materially change the Activity, any Milestone(s) set out in this Agreement, or cause the Grantee to be in breach of any of its obligations under this Agreement.

ST2.7 The Grantee must give the Commonwealth by:

- (a) 1 February each financial year; or
- (b) at any time the Grantee wishes to request a variation to any one or more of the Annual Capped Amounts; or
- (c) if otherwise requested by the Commonwealth,

a revised activity budget in a form acceptable to the Commonwealth. The revised Activity Budget must clearly identify any proposed changes, including of any proposed changes to the Annual Capped Amounts, and explain the reasons for the proposed changes.

ST2.8 The Commonwealth may, at its discretion, approve or reject a revised activity budget provided under clause ST2.7 and/or any proposed changes to the Annual Capped Amounts. The Commonwealth's approval may be granted subject to conditions.

ST2.9 If a revised activity budget and any proposed changes to the Annual Capped Amounts are approved by the Commonwealth, then it will become the activity budget and, if relevant, the Annual Capped Amounts will be adjusted accordingly.

ST3. Intellectual property in Activity Material

Not Applicable.

ST4. Access/monitoring/inspection

ST4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

- (a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
- (b) permission to inspect and take copies of any Material relevant to the Activity.

ST4.2 The Auditor-General and any information officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause ST4.1.

ST4.3 This clause ST4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

ST5. Equipment and assets

ST5.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or asset for more than \$10,000 (including GST), apart from those listed in the Activity Budget and/or detailed below:

- (a) Not Applicable

ST5.2 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or asset acquired with the Grant (**Asset**).

ST5.3 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

ST5.4 The Grantee agrees to maintain a register of all Assets purchased for \$10,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert total amount cost of the item]

ST6. Specified personnel

Not Applicable.

ST7. Relevant qualifications, checks, licences or skills

Not Applicable.

ST8. Commonwealth material

Not Applicable.

ST9. Jurisdiction

ST9.1 This Agreement is governed by the law of the Australian Capital Territory.

ST10. Grantee trustee of trust

ST10.1 In this Agreement, Trust means the trust specified in the Parties to the Agreement section of this Agreement.

ST10.2 The Grantee warrants that:

- (a) it is the sole trustee of the Trust; and
- (b) it has full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) it has entered into this Agreement for the proper administration of the Trust; and
- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

ST11. Fraud

ST11.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

ST11.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

ST11.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

ST11.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause ST11.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

ST11.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

ST11.6 This clause survives the termination or expiry of the Agreement.

ST12. Step-in rights

Not Applicable.

ST13. Grant administrator

Not Applicable.

ST14. Management Adviser

Not Applicable.

ST15. Indemnities

ST15.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

ST15.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

ST16. Compliance with legislation

ST16.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

ST16.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

ST16.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

ST16.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- (a) The Building Code 2016¹ (Building Code), and
- (b) Australian Government Building and Construction WHS Accreditation Scheme² (WHS Scheme).

ST17. Work health and safety

ST17.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

ST17.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST17.1.

ST17.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

ST18. Transition

Not Applicable.

ST19. Corporate Governance

ST19.1 The Grantee warrants that nothing in its constitution conflicts with its obligations under this Agreement.

ST19.2 The Grantee agrees to provide a copy of its constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's constitution, structure or management.

ST20. Counterparts

ST20.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

¹ The Building Code 2016 can be found at <https://www.abcc.gov.au/building-code/building-code-2016>

² The Australian Government Building and Construction WHS Accreditation Scheme can be found at <http://www.fsc.gov.au/sites/fsc/needaccredited/accreditation/scheme/pages/theaccreditation/scheme> .

Schedule 1: Commonwealth Standard Grant Conditions

2. Undertaking the Activity

2.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

2.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

3. Payment of the Grant

3.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

3.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to this Agreement that requires investigation.

3.3 A notice under clause 3.2 will contain the reasons any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

3.4 The Commonwealth will only be obliged to pay the withheld amount once the Grantee has addressed the reasons contained in a notice under clause 3.2 to the Commonwealth's reasonable satisfaction.

4. Acknowledgements

4.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

4.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

5. Notices

5.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

5.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice

given in accordance with this clause.

6. Relationship between the Parties

6.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

7. Subcontracting

7.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

7.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

8. Conflict of interest

8.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement, neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

8.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

9. Variation, assignment and waiver

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

9.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

9.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

9.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

10. Taxes, duties and government charges

10.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

10.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

10.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;

- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

10.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoices for any taxable supplies it makes under this Agreement.

10.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

10.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 10.3(a), 10.4 and 10.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

11. Spending the Grant

11.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

11.2 Within four weeks after the Project End Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this agreement.

12. Repayment

12.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
- (b) is additional to the requirements of the Activity

then the Commonwealth may, by written notice:

- (c) require the Grantee to repay that amount to the Commonwealth;
- (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
- (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

12.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

13. Record keeping

13.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant and any Other Contributions

separately within the Grantee's accounts and records so that at all times the Grant is identifiable;

- (c) enable all receipts and payments related to the Activity to be identified and reported.

13.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

14. Reporting and liaison

14.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

14.2 In addition to the obligations in clause 14.1, the Grantee agrees to:

- (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions, or monitoring requirements,

in relation to the Activity.

14.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s) specified in the notice.

14.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

15. Privacy

15.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside of Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

16. Confidentiality

16.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

- 16.2 The Commonwealth may disclose the Grantee's confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
 - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
 - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

17. Insurance

17.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

18. Intellectual property

18.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

18.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

18.3 The licence in clause 18.2 does not apply to Activity Material.

18.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

19. Dispute resolution

19.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

19.2 Unless clause 19.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

19.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

19.4 Failing settlement by negotiation in accordance with clause 19.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

19.5 Each Party will bear their own costs in complying with this clause 19, and the Parties will share equally the cost of any independent third person engaged under clause 19.4.

19.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

20. Reduction, Suspension and Termination

20.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has

failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Agreement (including expenditure of the Grant); and/or
- (e) require that the non-compliance be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 20.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 20.3.

20.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2(b) applies
- (b) provided false or misleading statements in relation to the Grant; or

- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

21. Cancellation or reduction for convenience

21.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

21.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

21.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

21.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

21.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

21.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 21.1.

21.7 The Commonwealth will act reasonably in exercising its rights under this clause.

22. Survival

22.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- Clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 (Definitions); and
- any other clause which expressly or by implication from its nature is meant to survive.

23. Definitions

23.1 In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Standard Grant Conditions** means this document.
- **Commonwealth Purposes** includes the following:
 - (a) the Commonwealth verifying and assessing funding proposals, including a grant application;
 - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;

(d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

(e) excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968* (Cth)).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Signatures



Executed as an agreement:

Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Industry, Innovation and Science

Name (print)	
Position (print)	
Signature	
Date	
Witness name (print)	
Signature	
Date	

Grantee

Full legal name of the Grantee	The Council of the Municipality of Kiama ABN 22 379 679 108
Name (print)	KERRY STUART MCMURRAY
Position (print)	GENERAL MANAGER
Signature	
Date	15/9/18
Witness name (print)	NARELLE MOUSDALE
Signature	
Date	15/9/18

Schedule 2 Reporting templates

Appendix 1 – Building Better Regions Fund – Progress report

Email completed reports to bbrfreports2@industry.gov.au.

Project number	BBRF65595
Grantee name	The Council of the Municipality of Kiama
Project title	Restoration Historic Barroul House into Community Meeting Centre &Cafe
Reporting period	[insert details]

1. Project progress

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual /anticipated completion date	Milestone progress (% complete) as at reporting period

- b. Describe the eligible activities completed to date on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why the milestone has not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Is the project proceeding as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing and outcome. Comment on any anticipated issues that may impact on project timing, outcome and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

- f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

2. Project employment

- a. How many people have worked **directly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

- b. How many people have worked **indirectly** on the project during the reporting period? Please provide number for employees and independent contractors in full time equivalent (FTE).

- i. How many of these people are Indigenous (FTE)?

3. Eligible costs incurred in this reporting period

a. In line with the Activity Budget in your agreement, complete the following table.

Eligible Expenditure Item	Total costs (GST excl)
Purchase of materials	\$
External labour hire	\$
Plant and equipment	\$
External consulting costs directly related to the Activity	\$
Total	\$

b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement? Yes No

If No, explain the reason for any underspend or overspend.

4. Project funding

a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
Total	\$	\$	\$

5. Bank account details

a. Have your bank account details changed, since your last payment?

Yes No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

6. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

2. the information in this report is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
3. the activities identified above are for the purposes stated in the grant agreement.
4. I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project.
5. I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Signed Date
[Position/ title]

Appendix 2 – Building Better Regions Fund – End of project report

Email completed reports to bbfreports2@industry.gov.au.

Project number	BBRF65595
Grantee name	The Council of the Municipality of Kiama
Project title	Restoration Historic Barroul House into Community Meeting Centre &Cafe
Reporting period	[insert details]

1. Project progress since last reporting period

- a. In line with your agreement, complete the following table, updating for all milestones. Insert rows as required.

No	Milestone description	Agreed completion date	Actual completion date	Milestone progress (% complete)

- b. Describe the eligible activities completed on the project, including the achievement of milestones and progress against the outcomes as detailed in your grant agreement. If applicable, comment on why any milestones have not been completed.

- c. Attach agreed evidence to demonstrate the achievement of this milestone. List the attached documents below.

- d. Did the project proceed as per your project plan and budget?

Yes No

If No, identify any changes and comment on any impacts on project timing, outcomes and budget.

- e. Attach copies of any published reports and promotional material, relating to the project, and list them below.

f. Are there any upcoming/planned events relating to the Project that the Minister or their representative might be interested to attend?

Yes No

If Yes, please provide details of the event including date, time, purpose of the event, key stakeholders expected to attend.

Please note your BBRF Grant agreement requires that you must:

- provide at least three options for dates for milestone events that you choose to conduct;
- notify the Commonwealth at least 56 days prior to the first proposed date for each event to be conducted;
- invite the Commonwealth's representative to officiate at any event held; and
- seek Commonwealth approval of any signage, include plaques, prior to use. Signage must contain an acknowledgement of the Funding.

2. Eligible costs incurred in this reporting period

a. In line with the Activity Budget in your agreement, complete the following table.

Eligible Expenditure Item	Total (GST excl)
Purchase of materials	\$
External labour hire	\$
Plant and equipment	\$
External consulting costs directly related to the Activity	\$
Total	\$

b. Are the costs incurred in the reporting period in accordance with the Activity Budget in your agreement? Yes No

If No, explain the reason for any underspend or overspend.

3. Project funding

a. Complete the following table for all cash contributions and in-kind support in your project in the reporting period. Include all investment except the BBRF grant. This includes any private

sector, other government, your own contributions or partner contributions. Insert rows as required.

Contributor	Cash Amount (GST excl)	Estimated In-kind Amount (GST excl)	Total (GST excl)
	\$	\$	\$
	\$	\$	\$
Total	\$	\$	\$

4. Project activities and outcomes

a. Provide a brief outline of all project activities.

b. Provide a brief outline of achieved project outcomes.

c. Were all the milestones specified in the grant agreement completed?

Yes No

If no, explain why.

d. Please attach any reports, publications, photos or material that resulted from the project.

e. How much cash was invested in your project in total? Include all investment except the BBRF grant. This includes any private sector, other government, your own contributions or partner contributions.

f. Estimate the in-kind support you received for the project in total.

5. Project employment

a. How many people have worked **directly** on the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).

i. How many of these people are Indigenous (FTE)?

b. How many people do you estimate have been employed **indirectly** as a result of the project **during the project period**? Please provide number for employees and independent contractors in full time equivalent (FTE).

i. How many of these people are Indigenous (FTE)?

c. What is the total **direct** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

d. What is the total **indirect** long term employment you expect to be generated now the **project has been completed** (employees and independent contractors)? Please give your answer in full time equivalent (FTE).

i. How many of these employees do you anticipate will be Indigenous (FTE)?

6. Benefits

a. In line with the Benefits Timeframe in Section A of your agreement, provide information to demonstrate how you will operate and maintain your project infrastructure and deliver project benefits into the future?

7. Bank account details

a. Have your bank account details changed, since your last payment?

Yes No

If yes, a customer service manager from AusIndustry will provide you with a form, to complete your new bank details.

8. Certification

Ibeing a person duly authorised by the grantee hereby certify that:

- 6. the information listed above is accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- 7. the grant was spent in accordance with the grant agreement
- 8. I will operate and maintain the project infrastructure to deliver project benefits as outlined in the application for the operational period
- 9. I am aware of the grantee's obligations under their grant agreement, including the need to keep the Commonwealth informed of any circumstances that may impact on the objectives, completion and/or outcomes of the agreed project
- 10. I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.

Signed Date
[Position/ title]

Appendix 3 – Building Better Regions Fund – Audit report

Email completed reports to bbrfreports@industry.gov.au.

For projects with total project costs over \$1 million you must provide an independently audited report. A template will be provided.



Australian Government
Department of Industry,
Innovation and Science

Business

business.gov.au
13 28 46
Delivered by AusIndustry™

Building Better Regions Fund - Infrastructure Projects Stream Application Form

Tracking Code: **6PAMX8T3**

Receipt

our form has been successfully submitted. Please keep a copy of this acknowledgement for your records.



Date and Time: **19 Dec 2017 11:00:02 AM**

Receipt Number: **BBRF-IS-1405**

o save or print a copy of the completed form and acknowledgement go to the "File" menu and select "Save as" or "Print".

Instructions

About the Building Better Regions Fund

The \$481.6 million Building Better Regions Fund supports the Australian Government's commitment to create jobs, drive economic growth and build stronger regional communities into the future.

The program will run from 2016-17 to 2020-21.

The program has been designed to achieve the following outcomes in regional and remote communities:

- create jobs
- have a positive impact on economic activity, including Indigenous economic participation through employment and supplier-use outcomes
- enhance community facilities
- enhance leadership capacity
- encourage community cohesion and sense of identity.

The program will fund projects in Australia and in an eligible area. You may still apply if your project is in an excluded area, however you must clearly demonstrate the significant and demonstrable benefits and employment outcomes which flow directly to an eligible area.

Excluded areas are the Urban Centre and Locality (UCL) cites over 1 million people for Sydney, Melbourne, Brisbane, Perth and Adelaide as defined by the Australian Bureau of Statistics; Australian Statistical Geography Standard. For the city of Canberra, the excluded area is only the part of the Canberra-Queanbeyan Significant Urban Area that is located within the Australian Capital Territory.

A [mapping tool](#) is available to assist you in determining eligibility of the location of your project.

The Infrastructure Projects Stream will support projects which involve the construction of new infrastructure, or the upgrade or extension of existing infrastructure that provide economic and social benefits to regional and remote areas.

Completing this form

Please read the [Program Guidelines](#) before completing this application form.

Attachments

All attachments marked as required must be attached before your application can be submitted. Files with ".pdf, .rtf, .doc, docx, .xls, .xlsx, .xism" extension types can be uploaded. Total file size of all attachments in the application cannot exceed 20MB. It is recommended that document sizes be kept to a minimum to reduce upload times.

To reduce the file size of documents you can convert the document to a PDF (by opening the document, selected 'Save As' and choosing 'PDF (.pdf)' or removing unnecessary images. Where only a part of the supporting document is relevant to the application, that part plus the cover and contents pages may be provided rather than the entire document. For example, an excerpt from a master plan or feasibility study.

Disclosure of information

The Commonwealth's use and disclosure of your information (provided in this application or otherwise) is set out in the Building Better Regions Fund [Program Guidelines](#).

Google Places

The address search fields in this form use Google Places to help fill in the address details. By using this feature you agree to be bound by [Google's Terms of Service](#) and are subject to [Google's Privacy Policy](#).

Getting help

If you require assistance completing this application form please contact us on 13 28 46 or at [business.gov.au](#). Our website and staff can help you with forms, finding business information and services and allow you to provide feedback, comments or suggestions.

You should also read the [Program Guidelines](#) and sample grant agreement before completing an application. View these documents at [business.gov.au](#).

Requirements

This form functions best when it is completed using the most recent version of your internet browser. This form is not compatible with Internet Explorer 8 or earlier browsers. If you are using an earlier browser version, you may have difficulty in displaying the form

correctly or it may not display at all.

Unsubmitted forms

You can save your unsubmitted form by clicking SAVE FOR LATER at the top of this form.

This form has a Tracking Code displayed in the top right corner. Please make a note of this Tracking Code for your records. The Tracking Code is required to reopen your saved form and you will need to provide this code if you require assistance with your form.

Incomplete, unsubmitted forms are retained until the closing date for the round.

Submitting your form

Applications may be submitted at any time up until 5:00pm Australian Eastern Daylight Savings Time on Tuesday 19 December 2017.

The Contact Person will automatically be emailed with a receipt and a PDF of your submitted application to confirm that the submission has been successful. Please keep this receipt for your records. You can also use the "Download the form and receipt" link or email yourself a copy of the receipt and submission. Both of these options are available in the "To keep a copy of the completed form" box on the Submission Complete page.

If you have any enquiries relating to submission of your form, you will need to provide your receipt number.

Eligibility

Eligibility

This section will help you determine whether you are eligible to apply for the program.

Does your organisation have an ABN? *

For trustees applying on behalf of a trust, this refers to the ABN of the trust.

Yes

No

Is your organisation one of the following not for profit organisations? *

- Registered with the Australian Charities and Not-for-profits Commission
- State or Territory Incorporated Association
- You have governance documentation that includes not-for-profit clauses or statements, and non-distribution of dissolution clauses?

You will be required to provide evidence of your not for profit status later in the form.

Yes

No

Is your organisation a local governing body? *

A local governing body as defined by the Local Government (Financial Assistance) Act 1995. For the purposes of the program, the following organisations are also considered local governing bodies:

- Anangu Pitjantjatjara, Maralinga, Gerard, Nepabunna and Yalata local governing bodies in SA
- Cocos (Keeling) Islands Shire Council
- The Lord Howe Island Board
- Norfolk Island Regional Council
- The Outback Communities Authority
- The Shire of Christmas Island
- The Silverton and Tibooburra villages in NSW
- The Trust Account in the NT
- ACT Government.

Yes

No

Is your project located in an eligible area? *

Please use the [mapping tool](#) to determine the eligibility of your project location. Information from the mapping tool will be required throughout your application. We advise you to keep the mapping tool open.

Excluded areas are the Urban Centre and Locality (UCL) cities over 1 million people for Sydney, Melbourne, Brisbane, Perth and Adelaide as defined by the Australian Bureau of Statistics' Australian Statistical Geography Standard. For the city of Canberra, the excluded area is only the part of the Canberra-Queanbeyan Significant Urban Area that is located within the Australian Capital Territory.

Located in an eligible area

Located in an excluded area and the economic and social benefits will flow directly to an **eligible** area

Located in an excluded area and the economic and social benefits will flow directly to an **excluded** area

Is your project a capital project involving one of the following? *

Please select all that apply.

Construction of new infrastructure

- Upgrade to existing infrastructure
- Extension of existing infrastructure
- Replacement of existing infrastructure
- None of the above

Has construction started or are construction contracts in place for the project activities at the time of application? *

- Yes
- No

Contact details

Primary contact

Person authorised to act on behalf of the applicant.

(Note: At least one phone number or mobile must be entered and all the remaining fields are mandatory unless stated otherwise.)

Title

Ms

Given Name *

Clare

Family Name *

Rogers

Position Title *

Director Blue Haven

Please enter either a phone or mobile number *

Phone

0242320474

Mobile

0417490093

Email *

clarer@kiama.nsw.gov.au

Provide the postal address of the primary contact.

Google Places - start entering your address to search Google Places and, if found, the form will autofill the fields below. If not found, please enter the address details directly in the fields below.

Address line 1 *

11 Manning Street

Address line 2

Address line 3

Suburb *

Kiama

State *

NSW

Postcode *

2533

Is the applicant the primary contact's employer? *

Yes

No

Feedback

How did the applicant hear about the program? *

- Advertisement
- Attend Public Forum
- Call Centre
- Direct Mail / Email
- Industry Group
- Internet
- Newspaper / Magazine
- Word of mouth
- Social Media
- Other

Applicant information

Type of applicant

In this section you must indicate what type of entity you operate under.

All entities must have an ABN.

Select which type of entity your organisation is: *

- a not for profit organisation
 a local governing body

Applicant details

Enter your ABN and click the Validate button to retrieve your registration details.

Australian Business Number (ABN) *

22 379 679 108

Australian Company Number (ACN)

The entity name refers to the name that appears on all official documents or legal papers. The entity name may be different from the business name.

Entity name *

THE COUNCIL OF THE MUNICIPALITY OF KIAMA

Your business may have registered one or more business names. If you operate under a business or trading name you can enter alternate name(s) here. If your business or trading name is not listed here select 'Other'.

Business/trading name

GST registered

ANZSIC details

What is the applicant's main revenue earning activity under the Australian and New Zealand Standard Industrial Classification (ANZSIC)?

The Australian and New Zealand Standard Industrial Classification (ANZSIC) is a classification system used by government to group data about organisations based on their primary business activity.

The ANZSIC codes and titles are available from the [Australian Bureau of Statistics \(ABS\) website](#).

Phone 13 28 46 if you require assistance.

ANZSIC division *

0 Public Administration and Safety

ANZSIC class *

7530 Local Government Administration

Address details

Is your Organisation Street Address (Australian Head Office) the same as the Contact details entered in the contact details section? *

- Yes
 No

Is the Postal Address the same as the Organisation Street Address entered above? *

- Yes
 No

Provide your Organisation Postal Address.

Google Places - start entering your address to search Google Places and, if found, the form will autofill the fields below. If not found, please enter the address details directly in the fields below.

Address line 1 *

PO Box 75

Address line 2

Address line 3

Suburb *

KIAMA

State *

NSW

Postcode *

2533

Website address

Provide your organisation's website address

www.kiama.nsw.gov.au

Latest financial year figures

Has the applicant existed for a complete financial year? *

- Yes
 No

Select the latest complete financial year. *

2016/17

We collect the following data from all applicants across all grant programs. We use this data to better understand your organisation and to help us develop better policies and programs.

All amounts in the table below must show a whole dollar value e.g. \$1 million should be presented as \$1,000,000. The turnover value must be that of the entity that is making the grant application (the 'applicant'), regardless of whether the entity belongs to a consolidated group for tax purposes.

These fields are mandatory and entering \$0 is acceptable if applicable. If they clearly do not apply to your organisation you may select not applicable.

Latest financial year figures

FY 2016/17

Sales revenue (turnover) * Not applicable

Total revenue from the sale of goods and services, as reported in the applicant's Business Activity Statement (BAS).

Export revenue * Not applicable

Total revenue from export sales, as reported in the applicant's Business Activity Statement (BAS).

R&D expenditure * Not applicable

Expenditure on Research and Development, i.e. creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications.

Taxable income * Not applicable

Taxable income or loss as per the Applicant's Business Income Company Tax Return Form.

Employees, including working proprietors and salaried directors (headcount) * Not applicable

Number of individuals who are entitled to paid leave (sick and holiday), or generate income from managing the business.

Independent contractors (headcount) * Not applicable

Number of individuals engaged by the business under a commercial contract (rather than an employment contract) to provide employee-like services on site.

Project details and funding

Project title and description

If your application is successful, the details you provide below will be published on the departmental website. Published project details will include:

- name of the applicant
- title of the project
- a description of the project and its intended outcomes
- amount of funding awarded.

Provide a project title *

Restoration Historic Barroul House into Community Meeting Centre & Cafe

Provide a brief project description for publication on our website. *

Please provide a brief overview description of the project outcome to be used in media releases, launches and other promotional documents. Ensure your project description focuses on what the project expects to achieve through implementation. Explain what it is you are going to do and how it will benefit your region or community.

Our project is the restoration of the historic Barroul House. Located at the Blue Haven Aged Care Facility in Kiama, Barroul House is the centre piece, and will provide the local community and residents (including dementia residents) with an interactive aged care community centre, with café, meeting rooms, art space and studio with Indigenous Art and local artists displayed.

The restoration of this historical site will provide the residents and community with a safe meeting space away from the aged care facility, that will provide a sensory environment and garden area that will benefit both dementia residents and community and will assist with their quality of life. These senses will be not only sight, but sound, touch, taste and smell.

Project outputs

Summarise the individual items that will be delivered on completion of the project *

e.g.

- 25 new runway lights, 750m extension to runway, terminal extension to accommodate 20 additional retail outlets.
- construction of a two story multipurpose hall (include dimensions), incorporating two meeting rooms to seat up to 20 people, a reception/office space, public toilet facilities (include number of toilets), 10x5m stage and hall to seat 200 people, and café (include dimensions).

With the demolition of the old Kiama Hospital, Barroul House was retained to be the centre piece of the proposed KACCOE project - Kiama Aged Care Centre of Excellence. A detailed Heritage Impact Assessment has been undertaken to return the house to its former glory and retain this iconic building for future generations. A full assessment of the building has been undertaken and structural and historical items have been identified. A detailed project management plan has been undertaken to ensure that all heritage items are retained.

Barroul House will be reinvigorated to include:

- Cafe Equipment and Fitout
- Meeting rooms
- Landscaping and sensory surrounds for community engagement
- Art Gallery to display works from local and indigenous artists

Restoration works include reinstatement of the roofing, verandah posts and slab stone floors, removal of historic paint from internal joinery and restoration of the original finishes, landscaping for safe access & photovoltaic solutions.

Project location

Your project location is determined by its latitude and longitude.

Your project location will determine your project's remoteness classification. If your project has multiple sites, choose your most remote

site as your project location to ensure you receive the appropriate remoteness classification. You should record each project site.

Where there is a mix of regional and remote locations, we will consider your entire project location as remote for the purposes of the co-funding requirement.

Is the head office address listed in the Applicant Information section of the form your project location? *

- Yes
 No

Project location

If your application is successful, and you do not own the land/infrastructure you require to conduct your project, you may be required to provide evidence that you have the appropriate authority to access the land/infrastructure during Grant Agreement negotiations.

Google Places - start entering your address to search Google Places and, if found, the form will autofill the fields below. If not found, please enter the address details directly in the fields below.

Address line 1 *

14A Bonaira Street

Address line 2

Address line 3

Suburb *

Kiama

State *

NSW

Postcode *

2533

Enter the latitude and longitude of your project in the format latitude,longitude. This can be copied directly from the mapping tool once you have located your project on the map.

Provide the latitude and longitude of your project location. [Click here](#) to access the mapping tool that will help you determine the longitude and latitude of your project.

Latitude and Longitude *

-34.68340,150.85090

Do you have additional project site locations? *

- Yes
 No

You can enter a maximum of 10 project sites in this application form. If you have more than 10 project sites, upload a document in the Supporting Documents section later in this form. You will need to identify each project site address and its latitude and longitude.

Remoteness classification

This section is to enter information on your project's remoteness classification and case for exceptional circumstances.

Remoteness classification

You identified your project location in the Applicant information section of this form. Your project location (latitude and longitude) determines your remoteness classification. The criteria for the remoteness classification is based on the Australian Bureau of Statistics' Remoteness Structure under the Australian Statistical Geography Standard.

It is very important that you specify the correct remoteness classification. An error may cause your co-funding to be inadequate and your application to be considered ineligible.

If your project includes multiple site locations and there is a mix of regional and remote classifications we will consider your entire project

location as remote for the purposes of the co-funding requirement.

What is the remoteness classification of your project location? *

[Click here](#) to access the mapping tool that will help you determine the remoteness classification of your project location.

- Major Cities of Australia (included area)
- Inner Regional
- Outer Regional
- Remote
- Very Remote
- Excluded area (where economic and social benefits flow directly to an eligible area)

For projects classified as Major Cities of Australia (included area), Inner Regional, Outer Regional or Excluded Area, the Co-Funding Requirement is a cash contribution on at least a 1:1 basis (i.e. for every dollar of grant funding requested, you must contribute one dollar of co-funding).

For projects classified as Remote or Very Remote, the Co-Funding Requirement is a cash contribution on at least a 3:1 basis (i.e. for every three dollars of grant funding requested, you must contribute one dollar of co-funding).

Are you applying for an exceptional circumstances exemption to allow you to seek up to 100% grant funding for the Total Eligible Project Cost of your project? *

Exceptional circumstances may include:

- Drought and/or disaster declaration
- Limited financial capacity of the local council
- Impact of industry decline
- Significant recent change in population or community demographics
- Other exceptional circumstances.

Before you consider seeking an exemption, note:

- Exemptions will only be granted in very limited circumstances
- If an exemption is not granted your application will be ineligible and there will be no opportunity to resubmit your application in the same funding round
- All applications, including those granted an exemption, will be assessed against each of the merit criteria. Applications without co-funding may receive a lower score against the 'value for money' criterion (merit criterion 3)
- You are encouraged to leverage cash contributions, community partnerships and in-kind contributions, even if you seek an exemption, to strengthen your application and increase your score against the 'value for money' criterion.

- Yes
- No

Based on the information you have entered, your cash contribution must be a minimum of **50 %** of your Total Eligible Project Cost. This co-funding requirement will be used in calculations later in this form. It is very important that you specify the correct remoteness classification. An error may cause your co-funding to be inadequate and your application to be considered ineligible.

Please identify the Local Government Area of your project location *

[Click here](#) to access the mapping tool that will help you determine your Local Government Area.

Kiama Municipal Council

Maintaining project benefits

At the completion of the project, how will the outputs of the project be retained in original condition for the period outlined in section 10.4 of the Program Guidelines? You should outline the operational needs of the project into the future and a strategy to maintain the viability of the completed project. *

The Strategic Asset Management Plan (SAMP) is used to ensure that Council has a long-term vision for Infrastructure Asset management for the municipality and that Asset Renewals, Additions and Maintenance are financially sustainable. Kiama Municipal Council has adopted the best appropriate Asset Management Practices using the Institute of Public Works Engineering Australia International Infrastructure Manual as its basis.

This report is attached for reference.

The upgrade of Historical Barroul House will form part of these assets, and will be added to the Council’s Asset Management Register, and the asset will be reviewed annually, with the Asset Management Strategy updated annually to reflect changes to the Asset Management Plan as the asset ages.

An in depth Heritage Impact Assessment was undertaken in August 2015 of Barroul House, this report identified the importance of undertaking the work in sympathy and respect of the historical nature of the house. The report has been undertaken to retain the significance of Barroul House and a greater extent the fabric of the House to ensure the viability of the proposal and conservation works are assured. The removal of un-sympathetic additions (circa 1970) and returning the house to original appearance and form, will impact on the type of work undertaken to ensure that the fabric is kept in accordance with modern day standards but with the historical nature of the 1924 building preserved, and ensure long term preservation. The proposal will maximise the public access to Barroul House providing a safe entrance and use, and enhance the community engagement of the project and understanding of Barroul House.

Council are committed to maintaining project benefits for more than the five years, the council have a policy that includes all assets are registered in their Asset Management Plans, which forms the corner stone of Councils asset management framework. The plan is fully integrated with all the Integrated Planning and Reporting documents. The key aspects of the 10 year capital renewal schedule and 10 year new capital items schedule ensures that there is full integration of the asset management capital requirements in future budgets.

Regular operational and maintenance schedules will be adhered to for all equipment, and all electrical works checked yearly to ensure the integrity of the equipment being utilised in the historical house. Part of the restoration will involve water and air conditioning installation to ensure both the air and water are kept clean, so as not to harm the building. Photovoltaic solutions will be added to the building, as will the necessary gas and electricity fitout to fit the use of the building.

The revitalisation of Barroul House will allow this asset to become the social fabric of KACCOE. It will be a meeting place for residents of aged care and their families and friends. Through the art studio and meeting rooms, it will allow residents of the 59 Independent living apartments a social and community environment to undertake arts and cultural activities within KACCOE.

Within the operation model of KACCOE there will be a maintenance team, Barroul House will be used daily and will have a detailed maintenance schedule completed once fully operational.

Risk Management

Provide information on the key risks for the project and the mitigation or management strategies in place across the life of the project. It is a requirement to provide at least three risks with a maximum of five risks.

Risk 1

Risk *

Financial

Likelihood *

Possible

Consequence *

Moderate

Risk management strategy *

Scope/Budget Creep
The Council of the Municipality of Kiama are committed to promoting a culture, developing and maintaining a framework with process and structures to decision making and routine management and must be incorporated within strategic and the operational planning processes.

Risk assessments must be conducted on new projects to ensure that these are aligned with the organisation's objectives and that any risk or subsequent opportunities have been identified and analysed. Where it is determined that any risk identified cannot be tolerated by the organisation, a risk management plan must be developed.

The risk management process to be used by The Council of the Municipality of Kiama allows for more accountable and transparent decisions ensuring that they are made on the best evidence and information to hand. Effective risk management is used to support and enhance all areas of work.

Sound risk management principles and practices are to be part of the normal management strategy for The Council of the Municipality of Kiama. Ultimately, risk management is the responsibility of Management and all members. Accountability for the management of risk will form part of our processes within our business. The systematic management of risks will be used to assist with the effective decision making in keeping with strategic and operational objectives and the allocation of funds and resources.

In all areas of The Council of the Municipality of Kiama, operation is an integrated approach to be implemented in accordance with this policy and in accordance with other policies and risk management processes.

RISK
Scope/Budget Creep

IMPACT
Will need to source further funding to complete project to required standards, parts of project will not be completed.

MONITORING AND CONTROL
Ensure funds are in place before commencement, gain fixed price contract and ensure that project management team meet with contractors regular

Risk 2

Risk *

Construction Delays and Unanticipated Works

Likelihood *

Possible

Consequence *

Moderate

Risk management strategy *

Council has developed an in-depth feasibility study and heritage report for Barroul House, which has identified works needed to be undertaken, along with a full project plan to safeguard against. Regular meetings with Project Management team and the Construction Company and any necessary Engineers should ensure that project is undertaken in the project timeframe, at no consequence to the project costs.

All possible due diligence has been completed to assess the work required on the C 1857 building, however due to the age of the building, methods of construction at the time, there is a risk that as we commence the restoration work issues are identified that may cause construction delays.

RISK
Construction Delays

IMPACT
Delays on construction and/or increase in construction costs

MONITORING AND CONTROL
A detailed full assessment of the building has been undertaken and a detailed project management plan has been established. Components of the house that don't match with the era of the house will be removed first. Council will engage a heritage consultant to work with the building contractor during the restoration work and internal fitout. We will hold fortnightly meetings with the project management team as the restoration work is undertaken. Due to the building being over 160 years old, we have added a 25% contingency to this project to mitigate against any additional costs that are uncovered as the restoration work commences.

Risk 3

Risk *

Workplace Health and Safety

Likelihood *

Likely

Consequence *

Moderate

Risk management strategy *

Significant quantities of contaminated materials have been identified and removed as part of the demolition of the old Kiama Hospital. Council is aware that is some components of Barroul House, particularly the work undertaken in the 19030's with the establishment of the "Nightingale Wing" Building linked to Barroul House. Therefore at each stage of the restoration a detailed inspection of the materials will be undertaken and removal if identified as contaminated will be in accordance with EPA and Building codes.

RISK
Workplace Health and Safety hazards and materials on site

IMPACT
Possible Hazards present during construction period, ensure safety investigation before undertaking each task.

MONITORING AND CONTROL
An appointed WHS officer will be on site and hold briefings as per the Council's WHS policy. The Heritage Report should be read by all parties and taken into account when dealing with the Historic building. Paints should be assessed for lead and asbestos removed in compliance with Council and WHS policies.

Project management

Describe how the project will be managed from commencement to completion. *

Include the following information:

- confirmation of required approvals, are they in place or being sought?
- how will goods and services be procured
- how you ensure the project is delivered on time, on budget and to the required standards, e.g. who will manage the project and what governance arrangements are in place.

Approvals:

All approvals are in place to undertake the restoration of Barroul House. The restoration work and facility forms part of DA approval 10.2015.198.1-2015STH020 and was approved by the JRPP on 14th of January 2016.

Procurement of Goods and Services

Council as a Preferred Local supplier procurement policy and has made a requirement in the tender to have 25% of local supplier contents. The project will generate local jobs and provide a boost to the local economy during the construction facet.

Upon completion and commissioning, Barroul House will employ three new staff including one trainee and will result in over 70 new positions on the site when all components of the site are completed.

Project Management and Governance Arrangements

This Project Management Plan for the restoration of Historic Barroul House defines the project and provides a baseline from which the project is managed. This will be a living document that will be updated throughout the life of the project. The plan includes the overall project objectives, statements on how these should be achieved and verified, estimates of the time required, the budget, and Council's policies (Quality, Work Health and Safety, environmental policies etc) Council has engaged consultants to design the masterplan for the site and will engage a Project Manager and contractors for the project, Council's Department of Engineering and Works will also provide supervision during the construction stage in accordance with the contract conditions to the satisfaction of Council, consultants, statutory authorities and relevant standards. The scope of works can generally be described as follows:

- Initial planning and concept design (completed)
- Consultation with community and relevant stakeholders (completed)
- Engaging consultants to carry out detailed design and documentation for construction
- Obtaining approvals from relevant authorities (completed)
- Selecting contractors through Council's tender process (subject to funding approval)
- Site preparation and establishment
- Demolition of extensions to Barroul House undertaken in the 1930'
- Removal and connection of new sewerage, plumbing, water and electricity infrastructure
- Restoration and fitout
- Landscaping and Sensory fitout

As defined by Council's standard contract documentation based on AS 4000-1997, a list of documentation needs to be submitted to Council to demonstrate the successful completion of the project.

A Project Management firm, will be appointed to coordinate construction. The Project Manager, in liaison with Council's Department of Engineering and Works, will be in the position to engage consultants in accordance with procurement policies to carry out detailed design and technical specification for construction.

Under section 55 of the Local Government Act 1992(NSW), local government authorities are required to invite tenders before entering into a contract for construction work or related services , valued at \$150,000 or more. Therefore, open tenders for the construction works will be invited by advertising in appropriate newspapers in accordance with the Local Government Act 1992 (NSW).

KMC will have a Steering Group who will work with the contractor in accordance with the design and relevant Codes and Standards. The objective of the Quality Management is to detail how the quality processes for the KACCOE will be implemented to ensure that the project outputs are delivered fit-for-purpose. This will be achieved by ensuring that all project management processes are conducted in a quality manner and by developing quality criteria for the outputs themselves.

Quality Standards and Strategy
The following quality standards and procedures apply to this Project:

- Australian Standards
- Building Code of Australia
- Statutory requirements
- Standards specifications
- Normal industry standards
- KMC's Procurement Policy
- Local Government LEPs
- Local Government Tendering Guidelines for NSW Local Government
- Work Health and Safety Act 2011
- Protection of the Environment Operations Act 1997
- Waste Avoidance and Resource Recovery Act 2001
- WorkCover's Safe Design of Buildings and Structures August 2009

The consultants, contractors and specialist service providers engaged in the project are required to submit Project Quality Plans relating to their role in the project. Based on the approved Project Quality Plans, project performance and results will be evaluated on a regular basis to provide evidence that the project will satisfy relevant quality standards and agreed quality objectives.

Project activities

Activity 1

Activity title *

Funding Confirmed, Finalising Project, Engage Project Manager

Activity description *

Lodge Business Case and supporting documents for BBRF - December 2017
Funding Confirmation of funding approval through BBRF prepare business case, finalise plans, confirm costs and final design and tender ready to advertise and appoint suitable Project Manager.
Please note our project can proceed within 12 weeks of announcement. We have worked our plan out on the basis of grant funding is announced in May 2018

Estimated start date *

03 Sep 2018

Estimated end date *

28 Sep 2018

Activity cost (\$A) (ex GST) *

\$200,000

Activity 2

Activity title *

Restoration Works

Activity description *

- Reinstatement of Roofing to the main roof area and verandahs
- Removal of paintwork from joinery and restoration to original finish
- Removal additions added to Barroul House in the 1930's
- Repair and Restore verandah posts and floors.
- Repair and restore front stairs, ensure compliant for use with elderly and disabled

Estimated start date *

01 Oct 2018

Estimated end date *

31 Mar 2019

Activity cost (\$A) (ex GST) *

\$1,000,000

Activity 3

Activity title *

External of Barroul House, Landscaping and Sensory Garden

Activity description *

- Reduction of ground levels across rear courtyard - compliant with elderly and disabled access.
- Landscaping plan has inclusion of existing and new planting that will shield the house from Bonaira Street, South Kiama, and allow for shade areas to protect visitors.
- Sensory experience for visitors to include - sight, sound, touch, taste and smell
- Install large mature shade trees

Estimated start date *

01 Mar 2019

Estimated end date *

30 Apr 2019

Activity cost (\$A) (ex GST) *

\$900,000

Activity 4

Activity title *

Cafe and Meeting rooms fitout

Provide details on the activities. If your application is successful, these activities will form the basis of the milestones in your grant agreement. Identity up to six major activities over the life of the project.

Your project will not be able to start before 1 July 2018.

Activity description *

- Fitout café as commercial Kitchen in accordance with Council food serving requirements.
- Fitout café with elderly and disabled friendly access
- Ensure signage, shading, balustrade
- Sensory experience for visitors to include - sight, sound, touch, taste and smell.

Estimated start date *

01 Apr 2019

Estimated end date *

30 Jun 2019

Activity cost (\$A) (ex GST) *

\$650,000

Activity 5

Activity title *

Finalisation and Acquittal of Grant

Activity description *

Finalisation of project, Project Manager and contractor meets and ensures project delivered to requirements as per the tender and procurement processes.

Estimated start date *

01 Jul 2019

Estimated end date *

31 Jul 2019

Activity cost (\$A) (ex GST) *

\$150,000

Total Activity (\$A) (ex GST)

The Total Activity Cost is your Total Eligible Project Cost. It should not include any ineligible activities.

\$2,900,000

Project duration

You must be ready to commence your project within 12 weeks of executing a grant agreement with the Commonwealth and conclude your project by 31 December 2020.

Estimated start date

03 Sep 2018

Estimated end date

31 Jul 2019

Project budget

Provide details of your total eligible project costs over the life of the project to be paid for with grant funding and co-funding. Refer to Section 6.7 of the Program Guidelines. Costs not covered by the grant and co-funding should be included in the Other Project Costs table.

Amounts must be GST exclusive. We only provide grant funding based on eligible activities. Refer to the [Program Guidelines](#) for guidance on eligible activities.

Purchase of materials

FY 2018-19	FY 2019-20	FY 2020-21	Total	Description
\$1,090,000	\$0		\$1,090,000	* Purchase of Materials

Total purchase of materials

FY 2018-19	FY 2019-20	FY 2020-21	Total
\$1,090,000	\$0	\$0	\$1,090,000

External labour hire

FY 2018-19	FY 2019-20	FY 2020-21	Total	Description
\$1,160,000	\$0		\$1,160,000	* All Labour Hire Costs

Total external labour hire

FY 2018-19	FY 2019-20	FY 2020-21	Total
\$1,160,000	\$0	\$0	\$1,160,000

Plant and equipment hire

FY 2018-19	FY 2019-20	FY 2020-21	Total	Description
\$300,000	\$0		\$300,000	* Hire of machinery

Total plant and equipment hire

FY 2018-19	FY 2019-20	FY 2020-21	Total
\$300,000	\$0	\$0	\$300,000

External consulting costs

FY 2018-19	FY 2019-20	FY 2020-21	Total	Description
\$200,000	\$150,000		\$350,000	* Heritage & Project Managers

Total external consulting costs

FY 2018-19	FY 2019-20	FY 2020-21	Total
\$200,000	\$150,000	\$0	\$350,000

Summary budget

Description	FY 2018-19	FY 2019-20	FY 2020-21	Total
Purchase of materials	\$1,090,000	\$0	\$0	\$1,090,000
External labour hire	\$1,160,000	\$0	\$0	\$1,160,000
Plant and equipment hire	\$300,000	\$0	\$0	\$300,000
External consulting costs	\$200,000	\$150,000	\$0	\$350,000
Total project costs	\$2,750,000	\$150,000	\$0	\$2,900,000

You may upload evidence to support your project budget, for example, supplier quotes, contractor quotes, invoices, etc in the Supporting Documents section of the form.

Other Project costs not covered by the grant and co-funding

These costs do not form part of the Total Eligible Project Cost. Refer to Section 6.8 of the Program Guidelines. To provide us with an overview of the entire project include costs related to the project that do not fit under an eligible activity. This might include:

- purchase of land or existing infrastructure
- repair or replacement of existing infrastructure where there is no demonstrated significant increase in benefit
- purchase and installation of manufacturing equipment
- purchase of unfixed furniture such as desks and fridges
- ongoing operating costs including utilities and staffing
- ICT equipment , including software or hardware that is not an integral part of the funded capital project
- payment of salaries for the applicant’s employees
- project overhead items including office equipment, vehicles or mobile capital equipment. Examples include trucks and earthmoving equipment and the applicant’s internal plant operating costs
- business case development and feasibility studies. These costs can be included as part of in-kind contributions to this project.

FY 2018-19	FY 2019-20	FY 2020-21	Total
\$0	\$0		\$0
Description			
Nil applicable			

Total other project costs

FY 2018-19	FY 2019-20	FY 2020-21	Total
------------	------------	------------	-------

\$0	\$0	\$0	\$0
-----	-----	-----	-----

Source of funding

Complete the table below to show how you will fund the eligible project costs.

Previously in the form you selected a remoteness classification based on your project location.

Based on the information you have entered, your cash contribution is a minimum of 50% of the Total Eligible Project Cost. If your co-funding figures are not adding up please check your previously selected remoteness classification.

Amounts must be GST exclusive. Note, the minimum grant amount under the program is \$20,000 and the maximum grant amount is \$10,000,000.

Grant amount sought (\$A)

Other Commonwealth government funding (\$A)

Total Commonwealth government funding (\$A)

Grant percentage of eligible costs (%)

You must attach a cost benefit analysis if you are requesting a grant over \$1 million. *
File: Business Case and Economic Modelling Report - Barroul House.docx

Contributions

Only include Contributions that have been confirmed.

Complete the following fields below to describe your funding strategy for the project.

Enter cash and in-kind contributions from you, the applicant, and any other contributors.

In-kind contributions do not form part of your co-funding. In-kind contributions are non-cash contributions towards your total project value. In-kind contributions must directly relate to delivering the project activities. The in-kind contributions may include items you have listed in the 'other costs not covered by the grant' table.

You must attach letters evidencing the cash or in-kind contribution from each contributing organisation or individual. A sample letter is available at business.gov.au. They must be:

- On the organisation's letterhead (not applicable for individuals)
- Signed and dated by an authorised person or the individual providing the contribution
- Set out the value and timing of contributions and any conditions attached.

Contribution 1

Please include any applicant contributions at Contributor 1. The contributor field should be prefilled with the applicant's name. If it is not prefilled, you have not validated the applicant ABN in the Applicant details section of the form. If "Contributor" is left blank, we will assume this section identifies applicant contributions.

Contributor *

Co-funding (Cash) - If the contributor is not providing a cash contribution, please enter '0'

In-kind description - If the contributor is not providing an in-kind contribution please enter 'NA'

Value of in-kind - If the contributor is not providing an in-kind contribution please enter '0'.

Applicants are not required to upload evidence of contributions from their own organisation. An authorised person completing the applicant declaration in the application form is sufficient confirmation of the applicant's contribution.

Contributions summary

Total Co-funding (Cash)

Total value of in-kind (this does not form part of your co-funding requirement)

Merit criteria

To be competitive you will need to score highly against each merit criterion. The merit criteria are weighted as indicated by the points.

The amount of detail and supporting evidence you provide should be commensurate with the project size, complexity and grant amount requested.

You may attach any other documents that support your application and/or claims made in relation to the merit criteria noting that the total file size of all attachments to the application cannot exceed 20MB.

Merit criterion one - Economic Benefit (15 points)

The economic benefit your project will deliver to the region during and beyond the construction phase *

Economic benefits for a region may cover increases in economic activity, improvements in productivity, wider access to markets or fairer and more equitable economic outcomes. Examples of how your project could demonstrate these economic benefits include:

1. increasing the number or value of jobs, new businesses or the production of goods and services in the region (this includes direct and indirect opportunities created through the project)
2. providing opportunities for growth in existing sectors, e.g. tourism, agriculture, manufacturing
3. the use of local suppliers and goods
4. increasing efficiency of the transport system or service delivery
5. increasing Indigenous economic participation – including Indigenous employment and supplier-use outcomes
6. the degree to which the project delivers benefits beyond the construction phase.

Describe the economic benefit your project will deliver to the region during and beyond the construction phase.

The project will generate employment during the construction phase as well as in the ongoing operation of the facility. Resources required as part of the project (including labourers, project managers, tradesmen) were estimated using a ratio of 1 job created per \$160,000 of capital investment, being the industry standard. Based on the capital cost of \$2.9 million, the upgrade of Historic Barroul House into a Community Meeting Centre and Café, the number of jobs created directly during the implementation phase would be approx. 18. The estimated value for output and employment using the ABS multiplier of 2.866 is approximately \$8.3 million throughout the supply chain. During the implementation phases, there would be an indirect benefit to related construction material production industries, the advisory services sector in design and consultancy, nearby food and retail outlets, as well as other associated sectors. This project forms part of the larger Kiama Aged Care Centre of Excellence project building aged care facility that will ensure the economic benefit to the region will be even higher. The overall development will have a cost of approximately \$92 million. The 2006 census indicated that 54.5% of Kiama's working residents travel outside the LGA for work, alternatively 31.3% of Kiama's workforce live outside the LGA. A project such as this will support employment for skills already in the area. According to the 2011 census, Health Care & Social Assistance was the second highest industry employer for Kiama residents, employing 12.8%, increasing from 11.4% in 2006. The aged care and hospitality industries within Kiama provide employment opportunities that help women with their various roles inside and outside of work.

Once Barroul House becomes the community hub of the KACCOC precinct, opportunities will expand to the local business community. The café will need to be run, and will provide locally produced products to serve clientele, the Art Gallery and display will showcase local artists' collections and indigenous art that will afford not only visitors with a sensory visual display, but provide another avenue for art to be displayed and sold. The sensory display will reflect our indigenous heritage and will become a garden that will be visited by both locals and residents. The vision for Barroul House precinct is to be arts, cultural and community hub, helping to overcome social isolation in our aging population and provide opportunities for children and aging to link together in a community settling.

Kiama Council has a "buy local" policy and when seeking contractors there will be a preferential weighting for those employing local workers. The preferred tenders have sourced local contents and this represents up to 30% of the whole project. This will provide new job opportunities, growth opportunities and a boost to our local economy.

With the demolition of the old Kiama Hospital, Barroul House was retained to be the centre piece of the proposed KACCOC project - Kiama Aged Care Centre of Excellence. A detailed Heritage Impact Assessment has been undertaken to return the house to its former glory and retain this iconic building for future generations. A full assessment of the building has been undertaken and structural and historical items have been identified. A detailed project management plan has been undertaken to ensure that all heritage items are retained. With the significant cost of the development of the KACCOC, the key risk for the project is financial and construction costs. Barroul House has been identified as Stage 3 after the construction of the Aged Care Facility and self-contained units. The budget

Includes contingency of 25% to reflect any possible overruns due to the age of the house being 160 years old. Council will liaise with the local Wodi Wodi Indigenous to create a sensory and indigenous garden that tells the story of the local indigenous community in a landscaped and engaging way. It will be a combine plants, landscaping ie pathways, materials, story boards and opportunities for community to touch, smell and taste our local indigenous food. These components will also be linked cafe and where possible indigenous people and suppliers will be used.

The reason for seeking additional funding for Barroul House, is that costs for the KACCOE have increased significantly, the construction project is now at the limits of financing and the effect has been to move Barroul House, from Stage 2 to Stage 3. If funding cannot be sourced in the short term, it will delay the restoration and repurposing of this house until funding becomes available. Council is at its financial capacity and cannot secure additional funding for the project in the short term. Our project once completed will fall into our annual maintenance schedule and council will be able to main the facility post 5 years.

In responding to this criterion you must provide evidence to support your claims; this can include cost benefit analysis, economic modelling, etc.

Attachment *

File: KACCOE documentation calculations of value to Kiama Economy.pdf

Project employment

The questions below relate to the number of employees that will work on the project. Full time equivalent (FTE) means the number of working hours that one full-time employee completes during a fixed time period, such as one month or one year. FTE converts workload hours into the number of people required to complete that work. Therefore, one FTE is equivalent to one employee working full-time.

For example: You have three employees and they work 50 hours, 40 hours, and 10 hours per week - totalling 100 hours. Assuming a full-time employee in your organisation works 40 hours per week, your full time equivalent calculation is 100 hours divided by 40 hours, or 2.5 FTE.

What is the total expected **direct** full time equivalent employment (employees and independent contractors) generated **during the project period**? *

18

How many of these employees do you anticipate will be Indigenous. *

1

What is the total expected **indirect** full time equivalent employment (employees and independent contractors) generated **during the project period**? *

6

How many of these employees do you anticipate will be Indigenous. *

0

What is the total expected **direct** full time equivalent employment (employees and independent contractors) generated **following the project period**? *

10

How many of these employees do you anticipate will be Indigenous. *

1

What is the total expected **indirect** full time equivalent employment (employees and independent contractors) generated **following the project period**? *

0

How many of these employees do you anticipate will be Indigenous. *

0

Merit criterion two - Social Benefit (10 points)

The social benefit your project will deliver to the region during and beyond the construction phase *

Social benefits for a region may cover increases in regional amenity, improving community connections and inclusion and providing opportunities for learning and knowledge creation. Examples of how your project could demonstrate these social benefits include:

1. making a region a more attractive place to live
2. improving community connections and social inclusion
3. supporting or protecting local heritage and culture
4. strengthening community institutions, governance and leadership capacity
5. increasing community volunteering
6. the degree to which the project delivers benefits beyond the construction phase
7. addresses disadvantage within the community.

Describe the social benefit your project will deliver to the region during and beyond the construction phase.

Kiama Council, are developing an Aged Care "Precinct", the upgrade of Barroul House is one component of a larger picture. Located on the old Kiama Hospital Site, we will see a 134 bed facility being located around the Historic Barroul House. The heritage listed Barroul House will be restored and re-opened to the public through the inclusion of a café, art galley, art studio, meeting room space, landscaped gardens to provide a safe sensory area for dementia patients and dementia sufferers from the local area to visit. The purpose-built space will provide them with a safe reassuring area to relax with family and friends whilst being able to enjoy the local surroundings. The intention is that the entire site be vibrant and inviting to the community and the residents and act as the nucleus of Blue Haven Aged Care Facility.

Kiama has an above state average for population over the age of 65 years. This means over the next 5-10 years council will face significant pressures on meeting the needs of the aging population. Council is expecting that within 3-4 months of the new facility being open, it will be fully occupied. By providing this additional resource to the KACCOE development, will ensure that the Historic House is restored and utilised by the community and valued by residents for providing a safe reassuring space to visit with friends and family.

Our Project has the ability to become a community and social hub both for residents, workers and the community. Improving community connection and social inclusion for our aging population is improve to maintain active wellbeing including mental health. A community hub that engages with all ages of our community will improve connections within our community. Barroul House will improve our community connections.

Our project is project a significant connection to support and protect our local heritage and culture. Kiama was originally settled in the C1810. Barroul House C1857, is the original family home of Thomas Surfleet Kendall and Caroline Blake Rutter. The Kendal and Rutter families were the two of three original land grant farming families and were instrumental in establish the Kiama region. Barroul House has unique opportunity to connect our past history to the future, through the careful care and consideration of how to effectively integrate the house into the KACCOE precinct and at the same time maintain the heritage features. Our project has the potential to demonstrate innovative ways to link historical items to future development projects and can be a learning tool for the future for other communities seeking to maintain heritage but not at the expense of development.

Kiama Council is a leading in innovative and leadership capacity, with highly experienced staff to facilitate new opportunities for our community. These include development of future partnerships and opportunities with the University of Wollongong (UOW). Already Council is actively involved with the UOW, hosting a range of medical and nursing students on clinical placements as well as providing experiences for students as diverse as commerce and IT. Council has a Memorandum of Understanding (MOU) with the School of Nursing to undertake collaborative projects in the areas of research and teaching. It also has a MOU with the UOW and Alzheimer's Australia to develop Kiama as a 'dementia friendly' community, and has designed the ACF on dementia friendly principles. Council would be seeking to build on these relationships to create a sustainable learning environment for certificate, undergraduate and postgraduate students.

Council also works with other educational institutions, particularly TAFE, to provide student opportunities. In preparation for the opening of the new ACF Council will need to recruit a significant number of new employees, particularly care staff who will require a Certificate III in Aged Care. Council will be looking to partner with educational organisations to develop a strategy to have the necessary supply of

trained staff as the beds become operational. Barroul House can be utilised for training purposes on site. TAFE Illawarra have already expressed an interest in working together on this project.

At a volunteering level, partnerships with a number of community groups and schools who perform for the residents and this involvement adds value to the community through increased community spirit and cohesion. Kiama currently has a significant proportion of older persons in the above 85 years range - 3.1% of the total population at the 2011 census, vs the state average of 2%. This is the section of the aged population most likely to require the services of an aged care facility. By 2026 the over 85 years age group is projected to represent 4% of the population. Among the ageing population the impact of dementia is going to have a heavy influence on the need for increased aged care.

Please refer to attachment for responses to questions 6 and 7

In responding to this criterion you must provide evidence to support your claims; this can include letters of support, community consultation or socio economic data.

Attachment

File: Support Letters Combined_Barroul House.pdf

Merit criterion three - Value for money (5 points)

The value for money offered by your project *

You may demonstrate the value for money through identifying:

1. the extent to which the project leverages additional funding (this includes cash contributions above the co-funding requirement and in-kind contributions)
2. the extent to which the project leverages additional partnerships
3. the likelihood of the project going ahead without the grant funding. Explain how the grant will impact the project in terms of size, timing and reach.

Evidence to support your claims can be attached at the Supporting Documents section of this form.

Kiama Council have been working on the overall strategy since 2008 to ensure the region of Kiama have an aged care facility on the Kiama Hospital site. Part of this site includes the Historic Barroul House. The funding for Barroul House will ensure that the Kiama Aged Care Centre of Excellence (KACCOE) provides the residents and community with a safe meeting space away from the aged care facility, that will provide a sensory environment and garden area benefiting both dementia residents and the general community assisting with their quality of life. These senses will be not only sight, but sound, touch, taste and smell.

Council is continuing to apply for funding, as well as purchase various components, joining into partnerships to ensure that the KACCOE project proceeds, of which the whole project is \$92million.

In order to achieve the re-use of this currently under-utilised and poorly maintained site, Council has already entered into partnerships where applicable. An agreement was reached with the Health Administration Corporation to purchase the old hospital site, with the mutual benefit that a portion of the site was retained, allowing the Local Health District (LHD) to construct a new purpose built community health centre. This outcome was achieved by a joint application under the NSW Restart Illawarra grant funding which provided an \$8m grant to the LHD and Council (council received \$2.2M to facilitate the demolish of old hospital buildings. Since 2016, due to increased construction costs, the project has been broken down into three stages with Barroul House being stage 3 and currently not fully funded. Kiama Council has secured the largest loan possible from NSW Treasury of \$60M under T-corp, with the balance of funding coming from a Council cash contribution and funding from the State Government of \$2.2M. This leaves Barroul House unfunded currently. We are at our financial capacity from financial loan ratio levels and repayment levels to secure additional funding until KACCOE is up and running which is expected in 2020. Without the Federal Government financial support for Barroul House, it will be another 4-5 years before Council is in a position to undertake the restoration works, this means, construction costs will increase, decline of building will occur and these two components will on Barroul House long term viability.

Under the local government act, and a council resolution, a full assessment has been undertaken and it is not viable nor an option to enter into a Public Private Partnership.

Council has reached our financial and partnership capacity to leverage any further funding and has a blend of Local, State and Federal Government funding for Stages 1 (Aged Care 134 Beds) and Stage 2 (59 self contained retirement units).

This part of the project is seen as the priority by the community and is an essential benefit to our community through the reusing of the old Kiama Hospital Site. It is only by achieving the full redevelopment of the site that Council will be able to provide the community of Kiama with a fully integrated health and aged care living precinct that will be a centre of excellence and that also offers community facilities and welcomes people onto the site.

If Grant funding is not achieved through the BBRF programme, then Barroul House and the Community Meeting Centre and Café, will

not proceed for a number of years, meaning that the Historical Barroul House, will remain as is, the work that needs to be undertaken will conserve, restore, repair and repaint the existing building, as well as the demolition of later unsympathetic alterations and additions. Installation of new services and the upgrade of existing services will facilitate the building and provide it with safe building code requirements, as is required to ensure the continued use of the building. Providing the community of Kiama and residents of KACCOE with a community meeting place that will be integral with the KACCOE development, that provides a sense of normality with a café, in a surrounding that provides dementia residents with a high sensory awareness in its surrounds. If funding cannot be sourced in the short term, it will delay the restoration and repurposing of this house until funding becomes available. Council is at its financial capacity and cannot secure additional funding for the house in the short term.

Merit criterion four - Project delivery (5 points)

Your capacity, capability and resources to carry out the project *

You may demonstrate this through identifying:

1. your readiness to commence the project with appropriate approvals planned for or in place
2. your track record with similar projects including managing similar grant funding
3. your access to people with the right skills and experience
4. your access to infrastructure, capital equipment, technology, intellectual property

Evidence to support your claims can be attached at the Supporting Documents section of this form.

Council operates Blue Haven Aged Care Facility as an independent business unit, which is not subsidised by ratepayers. Council is in a sound financial position and is not merging with another Council. In addition to internal reserves, loan finance will be obtained to provide Council's contribution to the project. This project represents a vision from Kiama Council for its community. The financial feasibility of the project has been developed collaboratively with specialist aged care financial consultants, Premier Consulting, to ensure its viability. Economic modelling has taken into account the ongoing aged care subsidies, resident contributions and unit sales that will pay for the facility in the long term. Council's financial feasibility analysis has been reviewed by the Office of Local Government through the submission of a Capital Expenditure Review and approved (document attached). In addition, the business case to purchase the hospital site from Illawarra Shoalhaven Local Health District was submitted to the NSW Ministry of Health and Property NSW in order to be approved (document attached). These documents examine the Business Case for the entire project, not just the ACF component. As evidence of the viability of the project Council was successful in jointly applying with the Illawarra Shoalhaven Local Health District (ISLHD) for \$8 million in funding from Restart Illawarra. Council's share of this funding is \$4.72m, however the land also had to be acquired for \$3.10m (incl. GST). Council has included contamination removal costs of over \$3.6M which is \$2.8M more than originally assessed. It was only discovered after demolition of the old hospital buildings that there was significant soil contamination. This has resulted in significant costs to council to remove these materials.

As an aged care provider for over 30 years, Kiama Council has the necessary knowledge and experience of residential aged care and Independent Living Units to be able to effectively operate the facility into the future. Existing financial controls, management structures and operating models are all transferable from the existing site to the new project. The construction will be subject to a tender process adhering to Council's procurement guidelines and protocols. Kiama Municipal Council (KMC) is a financially viable organisation which has sufficient resources and borrowing capacity to meet the project obligations, fund any cost overruns and maintain the project in the medium and long term. KMC has developed a long term financial plan to ensure that Council has a financially sustainable long term vision for the municipality, see attached document Long Term Financial Plan 2016-2026. This document guides our future strategies and actions of the council to ensure we continue to operate in a financially sustainable manner. KMC has re-submitted Fit for the Future documentation for assessment demonstrating that it can meet all the key ratios into the future. KMC has the ability to successfully complete our financial obligations in regards to our grant application.

The Engineering and Works Department of KMC has a strong and experienced project management team which has successfully delivered a diverse range of engineering projects within the municipality from small to large, simple to complex with a range of policies and procedures to ensure the successful completion of engineering projects. Council will engage a Project Management to provide the necessary Project Management expertise and oversight required of a project of this size. The project has an internal governance structure. Our application shows this project has undergone the appropriate planning processes which have resulted in a number of supporting documents which will ensure the project is delivered on time, on budget and to the required standards delivered by professional staff. Business Case and the full KACCOE supporting documents, ensures that the proposed project is investment ready and we are able to deliver the project on time within budget.

Supporting documents

Supporting documents

You can upload up to eight supporting documents here. The following restrictions apply to attachments:

- Total file size of all attachments in the application should not exceed 20MB.
- Only files with the following file type extensions can be uploaded (.pdf, .rtf, .doc, .docx, .xls, .xlsx).

It is recommended that document sizes be kept to a minimum to reduce upload times.

To reduce the file size of documents you can convert the document to a PDF (by opening the document, selecting 'Save As' and choosing 'PDF (.pdf)' or by removing unnecessary images.

Where only a part of the supporting document is relevant to the application, that part plus the cover and contents pages may be provided rather than the entire document. For example an excerpt from a master plan or feasibility study.

For assistance with any technical issues experienced while completing this application form or attaching documents, please [Contact Us](#). Our website and staff can help you.

File: Asset-Management-Strategy-2017-27.pdf

File: KACCOE - Heritage Report - Barroul House Hia 4 AUG 2015 - Robin Graham.pdf.pdf

File: Additional Responses to Criteria 2 questions 6 and 7.pdf

File: Contribution Letter - Kiama.pdf

File: BBRF_Business_Case_SDLSCNZ.pdf

File: BBRF_Capital_Expenditure_Review_SDLSCNZ.pdf

Applicant declaration

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government programme and that the department will use the information I provide in accordance with the following:

- [Australian Government Public Data Policy Statement](#),
- [Commonwealth Grants Rules and Guidelines](#),
- [Program Guidelines](#),
- applicable Australian laws.

Accordingly, I understand that the department may share my personal information provided in this application within this department and with other government agencies:

1. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants and
2. to facilitate research, assessment, monitoring and analysis of other programs and activities unless otherwise prohibited by law.

I understand that where I am successful in obtaining a financial grant, the financial information that I provide for the purposes of payment will be accessible to Departmental staff and staff members and will be adapted and modified to be made suitable for use in the Department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the program guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual's grants in the public domain, including on the department's website, unless otherwise prohibited by law.

By checking this box I agree to all of the above declarations and confirm all of the above statements to be true *

Applicant declaration

I declare that I have read and understood the [Program Guidelines](#), including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's Board or person with authority to commit the applicant to this project.

I declare that the applicant will comply with, and require that its subcontractors and independent contractors comply with, all applicable laws and regulations including the Building Code and WHS Schemes.

I declare that the information contained in this application together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code 1995 (Cth)*.

I acknowledge that I may be requested to provide further clarification or documentation to verify the information supplied in this form and that the Department of Industry, Innovation and Science (the department) may, during the application process, consult with other government agencies, including State and Territory government agencies, about the applicant's claims and may also engage external technical or financial advisors to advise on information provided in the application.

I acknowledge that if the department is satisfied that any statement made in an application is incorrect, incomplete, false or misleading, or I become unable to meet any of the above obligations, the department may, at its absolute discretion, take appropriate action. I note such action may include excluding an application from further consideration; withdrawing an offer of funding; using the information contained in the application for a fraud investigation that would be consistent with the Australian Government's Investigations Standard and Fraud Control Guidelines and for management purposes and/or terminating any agreement between the Commonwealth and the recipient including recovering funds already paid.

I agree to participate in the periodic evaluation of the services undertaken by the department.

I declare that I am authorised to complete and submit this form and acknowledge that by including my name in this application I am deemed to have signed this application.

I approve the information in this application being communicated to the department in electronic form.

By including my name in this application it is deemed to be my signature for the purpose of this application *

State your name *

Kerry McMurray

State your email address *

kerrym@kiama.nsw.gov.au

Item 18.2 - Attachments in support of item 18.1 Planning Proposal - Lot 2 DP 1215276, No 14A Bonaira Street, Kiama

Attachments 3 - Building Better Regions Fund - Barroul House - Commonwealth Standard Grant Agreement

Item 18.2

Attachment 3

**Item 18.2 - Attachments in support of item 18.1 Planning
Proposal - Lot 2 DP 1215276, No 14A Bonaira Street, Kiama**

**Attachments 3 - Building Better
Regions Fund - Barroul House -
Commonwealth Standard Grant
Agreement**

Item 18.2

Attachment 3



Premier
& Cabinet

Funding Deed
Regional Communities Development Fund

Department	NSW Department of Premier and Cabinet
Council	The Council of the Municipality of Kiama
Projects	<i>Kiama Aged Care Centre of Excellence</i>

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Details

Department	Name	The Crown in right of the State of New South Wales acting through the Department of Premier and Cabinet (ABN 34 945 244 274)
	Agency/Division	Department of Premier and Cabinet
	Address	52 Martin Place Sydney NSW 2000
Business Development Manager (refer to clause 21 – Notices)	Name	Donatella D’Amico
	Position	Business Development Manager
	Address	PO Box 5106, Wollongong NSW 2500
	Telephone	02 4253 6324 or M: 0417 772 116
	E-mail	Donatella.damico@dpc.nsw.gov.au
Council ('You')	Name	The Council of the Municipality of Kiama
	Address	PO Box 75 Kiama, NSW 2533
	ABN	22 379 679 108
Your Authorised Officer (refer to clause 21 – Notices)	Name	Kerry McMurray
	Position	General Manager/CEO
	Address	11 Manning Street Kiama 2533
	Telephone	02 4232 0402
	E-mail	kerrym@kiama.nsw.gov.au

Grant details

Name of Project	Kiama Aged Care Centre of Excellence
Description of project	Deliver Building 2, a two storey component of the Kiama Aged Care Centre that houses 32 beds, 16 of which are designed for dementia care. The two households, each 16 beds, contain bedrooms, lounges, dining rooms, servery and care related areas. The dementia household on the ground floor will be a secure environment, with an enclosed outdoor area for residents to enjoy in safety
Amount of the grant	\$10,000,000
Expected Project completion	September 2018

Terms

Definitions and Commencement

1. Definitions

For the purposes of this Deed:

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Business Development Manager means the Department's Business Development Manager referred to in the Details or an authorised representative as notified from time to time.

Capital Expenditure Guidelines means the *Division of Local Government, Department of Premier and Cabinet Capital Expenditure Guidelines* dated December 2010 issued pursuant to s. 23A of the *LG Act*.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs.

Combined Administrative Costs means the combined administrative costs you incur in respect of a Project (such costs include internal and external costs administering, designing, planning and managing a Project).

Commencement Date means the date on which the last party signed this Deed.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Deed means this funding deed document and includes the Details, Terms, schedules and any annexures or other documents cross-referenced in this Deed.

Grant means the grant of funding for a Project from the RCDF and as further detailed in the Details.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

LG Act means the *Local Government Act 1993*.

Location means the location of a Project shown in the Schedule.

Milestones mean the stages for a Project shown in the relevant section of the Schedule.

Notice means a notice given under this Deed and in accordance with clause 21.

Other Contribution means the financial contribution(s) other than the Grant as set out in the following table:

Other Contributor	Amount (GST exclusive)
NSW Government	\$4,700,000
Kiama Municipal Council	\$19,300,000

Kiama Municipal Council- TCORP loan	\$26,500,000
-------------------------------------	--------------

Payment means a payment of the Grant for a Project shown in the Schedule on the terms required by this Deed.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Program Guidelines means the *Regional Communities Development Fund Program Fact sheet* published by the NSW Government for round one of the RCDF.

Progress Report means a written report that identifies for each Project:

- progress against Milestones and any current or anticipated delays (with information regarding the cause of the delay and measures to respond to the delay);
- any actual costs at the date of the report and any actual or anticipated cost overruns;
- any variations requested since the previous Progress Report;
- the amount of Payments received from the Department since the previous Progress Report; and
- the cumulative amount of Payments made since the Commencement Date.

Project means a Project outlined in the Schedule for which a Grant has been approved for the purposes of this Deed.

Project Term means the period starting on the Commencement Date and ending on the date by which the final Payment for the Project must be claimed as set out in the Schedule.

RCDF means the Regional Communities Development Fund, as further described in the Program Guidelines.

State means the Crown in right of the State of New South Wales and all officers, employees and agents of the Crown.

Summary Completion Report means a report confirming that a Project has been completed, the actual cost of the Project and the date the works comprised in the Project were made available for use by the local community.

2. Commencement and completion

- 2.1 This Deed will commence on the Commencement Date.
- 2.2 Unless otherwise agreed, a Project must be completed and all claims for Payments made within its Project Term.

3. General requirements

- 3.1 In addition to other terms of this Deed, you:
 - a) must ensure the Grant is used only for the relevant Project at the relevant Location and be accountable for all the Grant funding you receive under this Deed;
 - b) must ensure that each Milestone is completed by the relevant deadline specified

- c) in the Schedule;
- d) must comply with all applicable Commonwealth, State and local government laws;
- e) must ensure that all necessary local council and other legal and statutory approvals for a Project are obtained;
- f) must manage a Project with all due skill and care including in relation to financial management, project planning and risk management;
- g) agree to provide assistance to the Business Development Manager (and people invited by the Business Development Manager) to visit a Location from time to time, including to verify that the Milestone activities have been completed; and
- h) must comply with the Program Guidelines and all other RCDF policies published from time to time;
- i) represent, warrant and undertake that you will commence the Project on or before the date which is sixteen weeks from the date of execution of this Deed, at the latest;
- j) if applicable to any Project, must comply with the local government Capital Expenditure Guidelines; and
- k) must comply with the requirements of the LG Act.

4. Payments and Other Contributions

- 4.1 Provided you carry out your obligations under this Deed, the Grant will be paid to you in the Payments shown in the Schedule. Other than the first Payment, the remaining Payments will not be paid unless you provide invoices and related receipts as required by the Department, and comply with your obligations under this Deed.
- 4.2 Unless otherwise approved under clause 10, if you do not make a claim for a Payment by the relevant date in the Schedule, you may no longer have a right to claim that Payment and the Department will not be required to pay that Payment.
- 4.3 If the Department makes any Payment to you, you acknowledge this does not mean that the Department accepts that any part of a Project complies with the requirements of this Deed.
- 4.4 You must provide, or ensure the provision of, the Other Contribution(s), and use the Other Contributions solely for the Project at the relevant Location. If the Other Contributions are not provided in accordance with this clause, then the Department may:
 - a) suspend payment of the Grant until the Other Contributions are provided; or
 - b) terminate this Deed in accordance with clause 18.3.

5. Project costs

- 5.1 You agree that the Grant for a Project is the maximum amount to be paid under the RCDF towards the carrying out of a Project and you agree that:
 - a) you have prepared or reviewed the scope of works and costs estimate for a Project before you signed this Deed;
 - b) you are responsible for any costs that exceed the Grant for a Project (whether you expected to incur such costs or not at any time before or after you signed this Deed) and you must obtain any additional funding necessary to carry out that Project; and
 - c) you are responsible for all maintenance costs arising from a Project.

- 5.2 You must ensure no more than 15% of a Grant is applied or used to recover the Combined Administrative Costs.
- 5.3 You acknowledge and agree that where the actual cost of a Project is less than the Grant:
- a) you will notify the Business Development Manager of any unspent Grant before the end of a Project;
 - b) the Department may reduce the final Payment to reflect the actual cost incurred to deliver a Project; and
 - c) you must return to the Department all Grant money paid to you that exceeds the actual cost of carrying out a Project (including any interest earned on such funds) within 28 calendar days after completion of a Project or termination of the Deed.

6. Bank account for Payments

- 6.1 You agree you must hold the Payments in either:
- a) a separate account at a financial institution, or
 - b) an existing general account at a financial institution where adequate internal financial controls are in place for the identification of the Payments,
- which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society ("bank account").
- 6.2 Interest earned on Payments held in a bank account must be used solely for the purpose of a Project.
- 6.3 If a Project is delayed, Payments already paid to you must be held in the bank account until:
- a) they are applied solely for the purpose of that Project; or
 - b) they are required to be returned or repaid to the Department in accordance with the terms of this Deed.

7. Withholding, suspension, changes to Payments and repayments

- 7.1 The Department may, acting reasonably, increase or decrease the amount of any particular Payments by issuing you with a written Notice setting out the details of the changes provided that such changes will not affect the amount of the overall Grant payable to you.
- 7.2 If you are not complying with this Deed, the Department may withhold all or part of any Payment until you comply with the Deed.
- 7.3 If the Department withholds all or part of any Payment under clause 7.2, you agree you must continue to perform your obligations under this Deed.
- 7.4 If you breach this Deed, the Department may provide you with a written Notice requiring you to repay any or all Payments (determined by the Department in its absolute discretion) specified in the Notice within 28 calendar days.
- 7.5 The Department may offset the amount of any overpayment or claim for repayment

against any future Payment to you.

- 7.6 You agree that any repayment or overpayment the Department claims from you under clauses 5 or 7 will be a debt due and owing by you to the Department.

8. GST

- 8.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 8.2 If you are not registered under the *GST Law*, you will not be entitled to receive such amount of any Payment that is equal to the amount of GST imposed on that supply.
- 8.3 If:
- a) GST is imposed on a supply you make to the Department under this Deed; and
 - b) the Department is or will be entitled to receive an input tax credit (as defined in the *GST Law*) in relation to that supply,

the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

9. Reporting requirements

- 9.1 You agree to provide to the Business Development Manager a Progress Report as requested from time to time (or such other information requested) within the timeframe the Business Development Manager reasonably requires.
- 9.2 You agree to make relevant employees and contractors available to the Business Development Manager as requested from time to time to discuss the progress of a Project and any Progress Report.
- 9.3 The Business Development Manager may provide you with a request for accounting, banking or other financial documents or other records relating to your use or expenditure of any Payment and you agree to provide copies of any such records to the Business Development Manager within 10 Business Days of a request being made.
- 9.4 Despite clause 9.3, you acknowledge that the Business Development Manager may, from time to time, require information urgently and you agree to use all reasonable endeavours to provide such information on an urgent basis.
- 9.5 Within 30 calendar days after completion of each Project, you agree to provide the Business Development Manager with a Summary Completion Report.
- 9.6 You agree to participate in any survey or feedback request at a time agreed by you and the Business Development Manager regarding matters including one or more of the following:
- a) questionnaire regarding the assistance received from the Department;

- b) survey of the Business Development Manager's service levels and the effectiveness of assistance provided; and
- c) survey of Project outcomes.

10. Variation

10.1 If you wish to vary a Project, including any Milestone or other matter set out in the Schedule, including:

- a) changes to the nature of a Project or the scope of works, Location or revised priorities for a Project; and
- b) changes to the timeframe for delivery of a Project, including extensions to completion of Milestones,

you must first make a written request to the Business Development Manager and provide such information as is reasonably required by the Business Development Manager.

10.2 Following your request for a variation under clause 10.1, the Department will consider whether to approve your request and you agree that no variation is approved unless it is approved by the Department in writing.

10.3 You agree you must advise the Business Development Manager immediately:

- a) if you are unable to proceed with a Project;
- b) if a Project has been inactive for a period of 20 Business Days or more;
- c) (where you own or lease the Location) if you propose to sell or lease any part of the Location; or
- d) (where you do not own or lease the Location) if you are notified or become aware of a proposal to sell or lease any part of the Location.

11. Confidential information

11.1 Each party agrees it must maintain the confidentiality of all commercially sensitive or confidential information it receives from the other party, unless it obtains the consent of that other party to disclose the information. For the purposes of this section, the Department considers the amount of the Grant to be confidential information it holds.

11.2 Clause 11.1 does not apply if the information required to be disclosed:

- a) is publicly available at the time of the disclosure;
- b) is required to be disclosed under the *Government Information (Public Access) Act 2009* (NSW) or process or requirement of Parliament or a court, or is otherwise required by law to be disclosed; or
- c) is required to be disclosed for the purpose of preparing a party's financial statements.

12. Acknowledgement of support

12.1 You must:
(a) seek the consent of the Department prior to making any public announcement

- about the Project;
- (b) acknowledge the support of the NSW Government:
- a. by including a funding acknowledgement statement in annual reports, media releases, related websites and other funding-related materials;
 - b. by including the NSW Government logo with the funding acknowledgement statement on related websites, invitations and other funding related materials;
 - c. on at least one external sign erected at the Location from the commencement of the Project until three years after the Project has been completed;
 - d. on any plaques or signs which refer to the Project;
 - e. on any equipment or other facility funded wholly or in part by the Grant; and in accordance with the NSW Government Branding Style Guide and the *Funding Acknowledgement Guidelines For Recipients of NSW Government Infrastructure Grants* available at <https://communications.dpc.nsw.gov.au/assets/dpc-nsw-gov-au/files/Communications-and-Engagement/fa6fd6d77a/Funding-Acknowledgement-Guidelines-for-Recipients-of-NSW-Government-Grants.pdf>

13. Publicity

- 13.1 You agree to provide the Business Development Manager with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to a Project and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event for a Project.
- 13.2 You agree that the Department may issue public communications on the provision of Grants and progress on completing a Project. Where practicable to do so, the Business Development Manager will give you advance notice of such communications.

14. Privacy

- 14.1 You agree you must:
- a) ensure that Personal Information that is provided by the Department, Business Development Manager or is collected by you under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
 - b) not disclose any Personal Information without the written consent of:
 - i the individual to whom the Personal Information relates; or
 - ii the Department or the Business Development Manager, unless otherwise required or authorised by law;
 - c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and
 - d) include equivalent requirements regarding Personal Information (including this clause) in any other contract entered into to undertake a Project.

15. Conflict of Interest

- 15.1 You agree that, as at the Commencement Date, you have no Conflict of Interest in relation to the carrying out of a Project under this Deed. You must notify the Business Development Manager in writing as soon as you become aware of a Conflict of Interest that arises after the Commencement Date. On receiving notice of a Conflict of Interest, the Business Development Manager may:
- a) request such further information as it may require regarding the circumstances of the Conflict of Interest; or
 - b) approve the continuation of the arrangements under this Deed, subject to reasonable conditions to ensure appropriate management of the Conflict of Interest.
- 15.2 The Department may immediately terminate this Deed by giving a Notice to you if in the Department's view (acting reasonably) the Conflict of Interest cannot be appropriately managed.

Dealing with risk

16. Insurance

- 16.1 You agree to maintain public liability insurance to a minimum of \$20,000,000.00 for any single occurrence and unlimited in the aggregate as to the number of occurrences for each Project.
- 16.2 You agree not to do, permit or allow any act, matter or thing or omission whereby any insurance policy referred to in this clause 16 may be rendered void or voidable.
- 16.3 Prior to executing this Deed, and at any other time on request by the Business Development Manager, you agree to provide a copy of valid and current certificates of currency for each insurance policy described in this clause 16.
- 16.4 You agree you are responsible for maintaining the currency of any other relevant insurances including contract works insurance, professional indemnity insurance, directors and officers liability and worker's compensation insurances.
- 16.5 Without limitation to this clause 16, you agree that you have and will maintain appropriate insurance to cover any liability you may incur in relation to this Deed and to ensure the delivery of each Project.

17. Indemnities

- 17.1 You must indemnify and keep indemnified the State from and against any loss (including legal costs and expenses) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- a) your breach of this Deed;
 - b) any unlawful or negligent act or omission by you, your employees, your agents or your subcontractors in connection with this Deed;
 - c) any illness, injury or death of any person caused or contributed to by you, your employees, invitees or your contractors or subcontractors in connection with this Deed or a Project;
 - d) any loss or damage to real or personal property caused or contributed to by you, your employees, invitees or your contractors or subcontractors in

- e) connection with this Deed or a Project; or
any act or omission by you or your employees, invitees or your contractors or subcontractors in connection with this Deed that is in infringement of any intellectual property, or privacy rights of the Department or any third party.
- 17.2 Your obligation to indemnify the State under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the State contributed to the relevant loss or liability.
- 17.3 Your obligation to indemnify the State under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

Terminating this Deed

18. Termination

- 18.1 Unless terminated earlier in accordance with this clause, this Deed will end at the end at the later of:
 - a) the latest end date for a Project Term, as identified in the Schedule; or
 - b) once you have completed each Project to the Department's satisfaction.
- 18.2 The Department may terminate this Deed 20 Business Days after the date of a Notice requiring you to remedy a breach (and you fail to remedy the breach within that period) involving any one or more of the following:
 - a) in the Department's opinion you have not carried out a Project diligently or competently;
 - b) you have not achieved one or more of the Milestones of a Project by the date they are due to be completed;
 - c) the Department considers a Project is no longer viable; or
 - d) the Department considers that there has been a material change in circumstances in your financial position, your structure or your identity.
- 18.3 The Department may terminate this Deed immediately by giving you a Notice if:
 - a) you breach a provision of this Deed in a manner that, in the Department's opinion, is not capable of remedy;
 - b) you become insolvent, go into liquidation or administration or otherwise become subject to any form of insolvency proceedings (subject to any applicable statutory stay provisions in the *Corporations Act 2001* (Cth));
 - c) the Department is of the opinion that you have provided intentionally misleading or incorrect information as part of the application for funding or as part of this Deed;
 - d) you use the Grant funding for purposes other than the relevant Project;
 - e) the Department is of the opinion a material Conflict of Interest has arisen;
 - f) the Department is of the opinion that it is necessary to terminate the Deed to protect the reputation of the Department or the NSW Government;
 - g) the Other Contributions are not provided; or
 - h) you have failed to comply with the requirements under the LG Act.
- 18.4 The Department is not liable to pay you any compensation or costs if this Deed is terminated in accordance with clause 18 and you irrevocably and unconditionally

release the Department, the Crown in right of the State of New South Wales and their officers, employees and agents in respect of such termination.

Other Legal Matters

19. Consent of land owner

- 19.1 If you are not the owner of all or part of the land where a Project will be constructed, installed or otherwise delivered, you agree that you:
- a) have obtained the written approval and agreement of the land owner to construct, install or otherwise deliver a Project on their land; and
 - b) have obtained the written agreement of the land owner to notify you during the five year period referred to in clause 20.1 of any proposal to sell or lease the land on which a Project is or will be carried out, and the written agreement of the landowner not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements created by a Project for five years after the completion of a Project.
- 19.2 You indemnify and agree to keep indemnified the State from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner as a result of or in connection with a Project.

20. Maintenance of Assets

- 20.1 You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements ("assets") created by a Project for five years after the completion of a Project.
- 20.2 As the Grant funding is provided to benefit the local community and conversion or disposal through sale or otherwise of assets funded through the RCDF is not consistent with this purpose, if you intend to convert or dispose of assets funded by the RCDF program within five years after the completion of a Project, you must notify the Business Development Manager immediately with details of the intended conversion or disposal.
- 20.3 Where the Department so requests, you must repay the Department the Grant funding for the relevant Project within 20 Business Days of the disposal or conversion of the asset that is in breach of clause 20.1.
- 20.4 If the Department notifies you that it requires repayment of any amount under clause 20.3 that amount will become a debt due and payable to the Department.

21. Notices

- 21.1 You acknowledge that the Business Development Manager is authorised to give and receive Notices on the Department's behalf.
- 21.2 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Business Development Manager or your Authorised Officer as specified in the Details or as otherwise notified in writing.

- 21.3 You must notify the Business Development Manager if the contact details change for your Authorised Officer. The Department accepts no responsibility for correspondence or other communications that are not received due to contact details not being updated.
- 21.4 The receiving party will be deemed to have received the Notice as follows:
- a) if hand delivered, on the day on which it is delivered to or left at an attended reception desk at the relevant address;
 - b) if sent by regular post within Australia, on the fourth Business Day after the day on which it is posted;
 - c) if sent by email, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,provided that such time is before 5.00pm on a Business Day, otherwise it will be deemed to be received on the next Business Day.
- 21.5 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

22. General

- 22.1 **Survival:** The following clauses survive termination or expiry of this Deed: clause 7 (Withholding, suspension, changes to Payments and repayment), clause 11 (Confidential information), clause 12 (Acknowledgement of support), clause 13 (Publicity), clause 14 (Privacy), clause 16 (Insurance), clause 17 (Indemnities), clause 18 (Termination), clause 22.4 (Keeping of records, audit and rights of access to such records), this clause 22.1 and any other clause which by its nature is intended to survive this Deed.
- 22.2 **Subcontractors:** You remain responsible for implementing a Project in accordance with the terms of this Deed if you subcontract the performance of any part of a Project. It is your responsibility to ensure that only contractors or subcontractors that have appropriate skills, qualifications and experience are hired for the work proposed to be carried out, and that all work meets the requirements of this Deed and complies with relevant legislation, standards and codes of practice. You are responsible for ensuring that all contractors and subcontractors hold the appropriate insurances.
- 22.3 **Volunteers:** You may permit volunteers to assist in the delivery of a Project if such volunteers are volunteers of your organisation.
- 22.4 **Keeping of records, audit and rights of access to such records:** You:
- a) must keep complete and accurate records and books of account with respect to your performance of each Project (the "Records"), and must retain such Records for a minimum of seven years after expiry or termination of this Deed;
 - b) authorise the Department and any State department or agency (the "Auditors") that has provided moneys to the Department for the purposes of the Project, to undertake audits, to examine and inspect, at reasonable times and on

- reasonable notice, any Records held by you, and allow any such Records to be copied; and
- c) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.
- 22.5 **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.
- 22.6 **Inconsistency:** If there is any inconsistency between provisions of this Deed then the order of precedence will be:
- a) the **Details**; then
- b) the **terms of this Deed**; then
- c) any **Schedules** to this Deed.
- 22.7 **Negation of employment, partnership or agency**
- a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.
- b) You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.
- 22.8 **Relationship:** All work performed by you and all contracts made by you in carrying out a Project shall be performed and made by you as principal and not as agent for the State or the Department. In all dealings in relation to a Project your organisation will act solely on its own account.
- 22.9 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Deed and all transactions incidental to it.
- 22.10 **Waiver:** You agree that:
- a) The State does not accept any responsibility or liability for works carried out and bears no responsibility for a Project.
- b) No failure or delay by the Department or its officers, employees or agents or the Business Development Manager in exercising any right, power or remedy under this Deed, and no course of dealing with you, will operate as a waiver of a breach or a default by you. Any waiver by the Department or its officers, employees or agents of a breach or default of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 22.11 **Assignment or change of Crown agent:**
- a) You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department.
- b) The Department may, by written Notice to you, advise that another NSW Government Department, statutory body or other agency is to exercise the rights of the Department under this Deed (being, at all times, rights which are exercisable for and on behalf of the Crown in right of the State of New South Wales).
- c) On notification by the Department, you must execute all documents reasonably necessary to give effect to any Notice by the Department under this clause.

- 22.12 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.
- 22.13 **Severability:** If any part of this Deed is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of this Deed will not be affected and this Deed will be read as if the part had been deleted in that jurisdiction only.
- 22.14 **Intellectual Property:** You grant the State a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-licence any report you provide to the Department in connection with this Deed for Departmental purposes.
- 22.15 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that state.

Execution Clauses

Executed as a Deed on the date below:

Department

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the Department by its authorised signatory, but not so as to incur personal liability:

Tim Reardon
Name of Authorised Signatory

[Signature]
Signature

28/2/2019
Date

In the presence of:

Hayley McIntosh
Name of Witness

[Signature]
Signature of Witness

You (Grantee)

Signed, sealed and delivered for and on behalf of Council of the Municipality of Kiama by its authorised representative acting lawfully under delegated authority:

KERRY STUART McMURRAY
Name of Authorised Representative

[Signature]
Signature

Position held GENERAL MANAGER

7/2/19
Date

In the presence of:

CATHIE LYNNE BAX
Name of Witness

[Signature]
Signature of Witness

Schedule – Milestones and Payments

You must ensure any Milestones for this Project are completed by the timeframe set out below.

- Kiama Aged Care Centre of Excellence;
- 14A Bonaira St, Kiama, NSW, 2533

Description of Milestone	Evidence of Completion	Payment by Department	Amount (Excluding GST)	Date by which Milestone must be completed	Date by which claim for Payment must be made
<p>Milestone 1</p> <ul style="list-style-type: none"> • Execution of Funding Deed • Provision of a copy of valid and current certificates of currency for each insurance policy described in clause 16 • [where applicable: Provision of a copy of: <ul style="list-style-type: none"> (a) written approval and agreement of the land owner to construct, install or otherwise deliver a Project on their land; and (b) written agreement of the land owner to notify you of any proposal to sell or lease the land on which a Project is or will be carried out (see clause 19.1)] • Provision of baseline data and information on the project for DPC evaluation, if required. 	<ul style="list-style-type: none"> • Signed Deed • Copies of certificates of currency for insurance policies [where applicable: Copies of written approval(s) from the land owner] • Response to DPC program evaluation request for baseline data and project information, if required. 	20%	\$2,000,000	February 2019	April 2019
<p>Milestone 2</p> <ul style="list-style-type: none"> • Completion of early works and construction commenced 	<p>A Statutory Declaration stating expenditure of at least 20% of total grant value directly related to the project.</p>	20%	\$2,000,000	April 2019	May 2019

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	<p>Evidence of completed works:</p> <ul style="list-style-type: none"> Progress photos, Executed tender contracts with appointed Contractor, Site visit and file notes from the DPC staff Progress report outlining progress of the project 					
<p>Milestone 3 50% of RACF Building 2 construction complete</p>	<p>Expenditure evidence of at least 50% of the Total Grant Value directly related to the project.</p> <p>Evidence of completed works:</p> <ul style="list-style-type: none"> receipt of Contractor '50% completion' claim. Claim will need to be validated with independent QS assessment. a copy of the Council ledger showing itemised expenditure on completed works or payment receipts for completed works Progress photos, Executed tender contracts with appointed Contractor, Site visit and file notes from DPC Business Development manager Progress report outlining progress of project 	50%	\$5,000,000	June 2019	July 2019	
<p>Milestone 4 Remaining scope of works funded by the RCDF are complete, including:</p> <ul style="list-style-type: none"> Commissioning and handover <p>Provision of project data and information on the project for DPC evaluation, if required.</p>	<p>Expenditure evidence of the balance of the Total Grant Value directly related to the project including:</p> <ul style="list-style-type: none"> Financial acquittal report a copy of the Council ledger showing itemised expenditure on completed works <p>Evidence of completed works</p>	10%	\$1,000,000	September 2019	November 2019	

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	<p>including:</p> <ul style="list-style-type: none"> • Occupation certificate (where appropriate) • Site visit and file note from the Business Development Manager • Stat Dec from authorised Council delegate • Photos of completed works geographic marker or GPS location (from same vantage point where possible) • Photos from the opening function • Final report including financial acquittal <p>Response to DPC program evaluation request for project data and information, if required.</p>				
	Grant Total		\$10,000,000		