



Government of **Western Australia**
Department of **Local Government**

GRANT AGREEMENT

The Department of Local Government

and

The Shire of York

**Local Government Reform Program
Long Term Financial Planning**

THIS GRANT AGREEMENT is made

BETWEEN:

**The Department of Local Government
(Grantor)**

AND

**The Shire of York
A.B.N. 55 315 676 247
(Grantee)**

RECITAL

The Grantor will provide financial assistance to the Grantee, acting on behalf of the South East Avon Regional Transition Group (RTG), to enhance the long term financial planning capacity for each member of the RTG. The Grantor has agreed to provide a grant from the Country Local Government Fund subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures.

Acquittal occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee, in accordance with Clause 3.7 and item 2 of Schedule 2, are satisfactory.

Acquittal Due Date is the date by which the Grantee must submit the Acquittal Report to the Grantor pursuant to item 3 of Schedule 1 and item 2 of Schedule 2.

Acquittal Report means that report referred to in item 2 of Schedule 2.

Application means the application for funding lodged by the Grantee to the Grantor.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Approved Budget means a budget that has been approved by the Grantor for the purpose of the expenditure of the Grant Funds in accordance with Clause 3.1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Grantee.

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

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

Commencement Date means the date for commencement of the Project, as specified in item 3 of Schedule 1.

Completion Date means that date for completion of the Project, as specified in item 3 of Schedule 1.

Event of Default means an event of default described in Clause 9.1.

Grant Funds means the amount or amounts specified in item 4 of Schedule 1.

Insolvency Event means the happening of any of the following events:

- (a) An application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within seven (7) days of it being made;
- (b) A liquidator or provisional liquidator is appointed;
- (c) An administrator is appointed to any of the Party's assets;
- (d) The Party enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) The Party proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) The Party is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (g) The Party is taken to have failed to comply with a statutory demand;
- (h) A writ of execution is levied against the Party or the Party's property; or
- (i) Anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Party means each of the Grantor or the Grantee as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1 and with any other funds necessary for the Project.

Special Conditions means any conditions specified in item 5 of Schedule 1.

1.1 Interpretation

- (a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa.
- (b) A reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (c) A reference to a gender includes other genders.

- (d) A reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns.
- (e) If the Grantee consists of a partnership or joint venture, then:
 - (i) An obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
 - (ii) Each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
 - (iii) The act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
 - (iv) An Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) An agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally.
- (g) A reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee.
- (h) A reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment, annexure or appendix to, this Agreement.
- (i) Headings are included for convenience and do not affect the interpretation of this Agreement.
- (j) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (k) No rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement.
- (l) If a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning.
- (m) If the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow.
- (n) A reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission.
- (o) A reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind.
- (p) A reference to a month is to a calendar month and a reference to a year is to a calendar year.
- (q) If a date stipulated for payment, or for doing an act, is not a Business Day, the payment must be made, or the act must be done, on the next Business Day.
- (r) A reference to a monetary amount means that amount in Australian currency.

2. PAYMENT OF GRANT FUNDS

- (a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.
- (b) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this Agreement, and that the bank account requires two signatories for any withdrawal related transactions.

3. OBLIGATIONS OF GRANTEE

3.1 Approved Budget

- (a) The Grantee will provide the Grantor with a budget for the Project that includes all sources of funding and other income and an itemised list of anticipated expenditure.
- (b) Once approved by the Grantor, the Approved Budget will become part of the Agreement (as Attachment B).

3.2 Use of Grant Funds

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose and expend such funds by the Completion Date.
- (b) If the Grant Funds are expended within three (3) months of receipt of payment, any interest need not be accounted for.
- (c) Where the Grant Funds are not expended within three (3) months after receipt of payment, interest on the total Grant Funds for the duration of the Project must be calculated and either used for the Approved Purpose or returned to the Grantor within forty (40) Business Days of the Completion Date.

3.3 No Changes

The Grantee will not make any changes to the Approved Purpose including the aims and objectives as detailed in the Guidelines and/or Application without the prior written consent of the Grantor.

3.4 No Endorsement

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

3.5 Acknowledgement of Grantor

- (a) The Grantee will provide the Grantor with public recognition on all literature and promotional material for the Project, in the format approved by the Grantor.

- (b) Use of the Grantor's logo must be authorised by the Grantor, and used in the manner specified in item 8 of Schedule 1.

3.6 Request for Information

The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.

3.7 Accounts and Reporting

- (a) The Grantee is to keep proper financial records in accordance with the *Local Government Act 1995* and its regulations and the *Australian Accounting Standards (AASB)* and otherwise, to the complete satisfaction of the Grantor.
- (b) The Grantee is to provide progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the schedules, or as otherwise reasonably required by the Grantor.
- (c) If the Project extends beyond twelve (12) months, the Grantee is required to provide an update on the implementation/outcome of the funded Project twelve (12) months after the Grant Funds have been fully paid to the Grantee in a format reasonably acceptable to the Grantor.
- (d) Within forty (40) Business Days of the Completion Date, the Grantee must acquit the Grant Funds in accordance with the requirements at items 2 and 3 of Schedule 2.
- (e) The Grantee acknowledges that submission of the Acquittal Report, referred to at item 2 of Schedule 2, does not mean "acceptance" by the Grantor of the Acquittal. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the content.

3.8 General Undertaking of Grantee

The Grantee must:

- (a) At all times duly perform and observe its obligations under this Agreement and promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) Undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) Cooperate fully with the Grantor in the administration of this Agreement;
- (d) Upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement; and

- (e) Comply with all requests made by the Grantor in connection with this Agreement.

3.9 Negation of Employment, Partnership and Agency

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

4. REPAYMENT AND RETENTION OF GRANT FUNDS UNSPENT AT PROJECT COMPLETION

The Grantee must repay to the Grantor within forty (40) Business Days a sum equivalent to any Grant Funds that the Grantor has paid which have not been expended in accordance with the Approved Purpose or that remain unspent at the Completion Date, unless there has been prior written agreement between the Parties stating otherwise.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.

6. INSURANCE AND INDEMNITY

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

- (i) A written statement of the applicable insurance cover held by the Grantee; or
- (ii) A copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the Grantor's choice. The Grantee must provide any information requested by the Grantor's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the

State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:

- (i) Any breach by the Grantee of an obligation under this Agreement;
 - (ii) Any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;
 - (iii) Any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or
 - (iv) The Project.
- (c) The indemnity in this Clause 6 survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

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

8. NOTICES

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

- (a) Must be in writing.
- (b) May be given by an authorised officer of the Party giving notice.
- (c) Must be:
 - (i) Hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 7 of Schedule 1;
 - (ii) Sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 7 of Schedule 1; or
 - (iii) Sent by email to the address of the Party receiving the notice as set out in item 7 of Schedule, provided this is followed up by a copy in the format set out in (i) or (ii) above.
- (d) Subject to paragraph (e), is taken to be received:
 - (i) In the case of hand delivery, on the date of delivery;
 - (ii) In the case of post, on the third Business Day after posting;
 - (iii) In the case of facsimile, on the date of transmission; and

- (iv) In the case of email, on the date of its opening by the recipient, provided it is followed up with a copy in the format indicated in Clause 8(c)(iii).
- (e) If received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

- (a) An Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;
- (b) The Grantee ceases to carry on business in Western Australia;
- (c) The Grantee breaches any of its obligations under this Agreement which continue without remedy for ten (10) Business Days after notice in writing has been served on the Grantee by the Grantor; or
- (d) The Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may:

- (a) Terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default;
- (b) Suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) Require the Grantee to reimburse the Grantor within forty (40) Business Days any proportion of Grant Funds not expended exclusively for the Project in accordance with the Application and Approved Budget.

9.3 Recommencement of Grant Funds Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

- (a) Unless earlier terminated, this Agreement will terminate on the date the Grantor advises that the Acquittal Report has been accepted.
- (b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

10. GOODS AND SERVICES TAX (GST)

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

11. WAIVER

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

12. NO ONGOING COMMITMENT

- (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.
- (b) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

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

14. ASSIGNMENT

- (a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.

- (b) For the purposes of this Clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

- (a) Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to variations to timelines; milestones; payment dates; reporting; significant changes to the Approved Budget; funding partners and all aspects of the Project, as detailed in this Agreement.
- (b) The signatories of any variation must be the signatories to the Agreement, their authorised delegates or their successors.

16. RIGHTS AND REMEDIES

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

17. COSTS

The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

18. FURTHER ASSURANCES

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

19. LOCAL PRODUCTS AND SERVICES

The Grantee agrees to use regional products and services for the Project wherever possible.

20. GOVERNING LAW

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

EXECUTION

Executed on behalf of the State of Western Australia by the Director General of the Department of Local Government:

(Sign) _____
Jennifer Elizabeth Mathews
DIRECTOR GENERAL

(Date) _____

This Agreement was executed for the Shire of York by the authority of the same by:

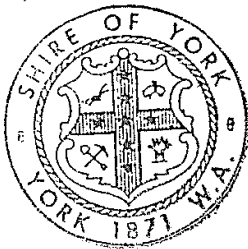


(Sign) _____
Raymond Patrick Hooper

(Name) _____
RAYMOND PATRICK
HOOPER
CHIEF EXECUTIVE OFFICER
or other authorised person

(Date) _____
16th June 2011

The Common Seal of the Shire of York to be affixed if required under the *Local Government Act 1995*.
(If required)



(Sign) _____
John Patrick Hooper

(Name) _____
JOHN PATRICK HOOPER
PRESIDENT or delegate
(If required)

(Date) _____
14/06/2011

SCHEDULE 1

PROJECT MANAGEMENT

1. **PROJECT TITLE** Local Government Reform Program
Long Term Financial Planning

2. **APPROVED PURPOSE OF GRANT**

The purpose of the Grant is to enhance the long term financial planning capacity of the member local governments, giving reference to existing capacity previously established and consistent with the Long Term Financial Planning Framework for Local Government in WA.

Funding is specifically provided to:

- a) Engage specialist financial consultants from the Approved Consultants Panel to assist in the development of ten year rolling financial plans that can be incorporated into the member local government's Corporate Business Plans. The Long Term Financial Plans must therefore support the local governments' Strategic Community Plans' priorities, Asset Management Plans, Workforce Plans and other informing strategies.
- b) Provide for training and skills development to up skill the local governments' capacity to deliver integrated financial planning into the future.
- c) Support all other approved activities outlined in the funding guidelines at Attachment A.

3. **AGREEMENT TERM**

The Agreement Term is for a maximum of twelve (12) months from the Commencement Date unless otherwise approved by the Grantor.

Anticipated Commencement Date: 1 July 2011
Project Completion Date: 30 June 2012
Project Acquittal Due Date: within 40 Business Days of the Project Completion Date

The Project is to commence on the Commencement Date. Grant Funds are to be expended by the Completion Date, subject to Clause 9 of the Agreement, noting that any extension must be sought in writing and approved by the Grantor. Acquittal documents, as detailed in item 2 of Schedule 2, are to be completed by the Acquittal Due Date.

4. **GRANT AMOUNT AND OTHER CONTRIBUTIONS**

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of **\$125,000 plus GST**.

Should funding be insufficient, further requests for funding may be submitted, consistent with the funding principles. The provision of further financial assistance is subject to availability of funds and will be at the discretion of the Grantor.

5. SPECIAL CONDITIONS OF GRANT

- (a) The Grantee will be responsible for expenditure of the Grant Funds on the development of individual Long Term Financial Plans for all RTG members as follows:
- Shire of York
 - Shire of Cunderdin
 - Shire of Quairading
 - Shire of Tammin
 - Shire of Beverley
- (b) Grant Funds will be expended in accordance with the Funding Guidelines marked as Attachment A.
- (c) The payment of the Grant Funds is subject to receipt by the Grantor of the:
- o Grant Agreement signed by the Grantee on behalf of the RTG;
 - o completed and signed Budget template marked as Attachment B; and
 - o completed and signed Application Form marked as Attachment C.
- (d) The Grantee will purchase professional services from one or more of the firms listed in the Approved Consultants Panel (Financial Planning) prepared by the Grantor and made available to the Grantee for the purposes of the Project.

OR

The Grantee will purchase professional services from one or more firms identified by the Grantee, noting that the use of firms other than those listed in the Approved Consultants Panel will be at the discretion of the Grantor and will be subject to the Parties making a variation to this Agreement.

- (e) Pursuant to item 2 of Schedule 2, the Grantee must provide electronic copies of the Financial Plans as part of their Acquittal Report.
- (f) Where the Grantee is an Amalgamation Group or a Regional Transition Group, and if any or all of that Group's members amalgamate during the term of this Agreement, then the Agreement becomes a joint Agreement for all members of the entire amalgamated Group from the date on which the Group amalgamates.

6. PAYMENT SCHEDULES AND REPORTING REQUIREMENTS

Grant Funds allocated (ex GST) - \$125,000

Due Date	Outcome / Achievement / Reporting
Within 30 days of the countersigned Agreement	<p>The payment process will be instigated following the signing of the Agreement by the Grantee and the Grantor.</p> <p>Payment of the Grant Funds, plus GST, will be offered through a purchase order for the amount detailed above within thirty (30) Business Days of countersignature of the Agreement by the Grantor.</p> <p>Payment will be made subsequent to receipt of a tax invoice from the Grantee stating the purchase order number provided and relevant banking information.</p>
Within 21 days of the end of each quarter	Interim reports are to be submitted to the Grantor at the end of each quarter, in accordance with item 1 of Schedule 2.
Within 40 Business Days of the Project Completion Date	The Acquittal Report is to be submitted within forty (40) Business Days of the project completion, in accordance with item 2 of Schedule 2.

7. NOTICE ADDRESSES

Grantor	Grantee
Name: Fiona Colbeck Position: Manager, Grants Administration	Name: Raymond Patrick Hooper Position: Chief Executive Officer
Address: Department of Local Government GPO Box R1250 PERTH WA 6844	Address: Shire of York PO Box 22 YORK WA 6302
Fax: 08 9217 1555	Fax: 08 9641 2202
Email: grants.administration@dlg.wa.gov.au	Email: records@york.wa.gov.au

8. ACKNOWLEDGEMENT OF GRANTOR

The Grantee will provide the Grantor with public recognition in accordance with Clause 3.5 of the Agreement. Access and permission to use the logos of the Grantor must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of a logo prior to printing or publication.

- (a) Subject to Clause 3.5 of the Agreement, presentations, publications, signage, articles, newsletters or other literary works relating to the Project or its activities shall give equal representation to the Department of Local Government and the Department of Regional Development and Lands in the use of their names and the display of the Department of Local Government and Royalties for Regions logos, where agreed.

- (b) The respective roles of the Department of Local Government and the Department of Regional Development and Lands, in the context of the Project, must be acknowledged at relevant fora, conferences and project launches where the Project is promoted.
- (c) Access and permission to use the logos must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of a logo prior to printing or publication.

SCHEDULE 2

REPORTING REQUIREMENTS

1. INTERIM REPORTS

The Grantor will provide the Grantee with an interim report template, which is to be completed every quarter until the completion of the Project, and is to include:

- (a) A statement of income and expenditure certified by the Chief Executive Officer or written delegate; and
- (b) A report outlining the progress of the Project expenditure and the completion status of the funded Project and

2. ACQUITTAL REPORT

The Grant Funds must be acquitted within forty (40) Business Days of the Completion Date, shown in item 3 of Schedule 1, in accordance with Clause 3.7 of the Agreement. The Grantor will provide the Grantee with an Acquittal Report template. The Grantee must provide the Grantor with a completed and signed Acquittal Report which is to include:

- (a) A final statement of income and expenditure consisting of:
 - (i) an expenditure statement (exclusive of GST) signed by the Chief Executive Officer or Accountable Officer, detailing budgeted expenditure in accordance with the Approved Budget and actual expenditure on the project described in the request; and
 - (ii) details of all cash contributions received for the Project, including those provided by the participating local governments, and any interest received in accordance with Clause 3.2(c) of the Agreement.
- (b) A detailed report outlining:
 - (i) Project outcomes;
 - (ii) details of processes undertaken to achieve outcomes, both planned and unplanned, for example, though not limited to:
 - o outcome of milestone achievements
 - o process and systems alignment
 - o timeframe;
 - (iii) stakeholder engagement activities undertaken; and
 - (iv) copies of any reports, studies, photographs, videos etc. produced as part of the Project.

Information should include:

- o The effectiveness of the Project against the aims and objectives of the program including a comparison of proposed to actual outcomes and evidence any initiatives;
- o Evidence of acknowledgement including copies of promotion and publications and media items relating to the Project;
- o Any reports or research documents as a result of the Project;
- o Photos which detail aspects of the Project, if available; and
- o Other documentation to evidence the Project.

3. AUDITED STATEMENT

An audited financial statement for the Project must be submitted to the Grantor if the Grant Funds expended are more than \$50,000. The audit may be included in the annual audit of the local government in the financial year in which the Project is completed, and submitted on completion of that audit. Other acquittal documents, described in item 2 above, must be submitted within forty (40) Business Days of the Completion Date. The audit certification is required to verify the financial statement and compliance with the Agreement.

ATTACHMENT A: Approved Funding Guidelines

ATTACHMENT B: Approved Budget
(to be completed and returned to the Grantor)

ATTACHMENT C: Funding Application Form
(to be completed and returned to the Grantor)



LOCAL GOVERNMENT STRUCTURE REFORM PROGRAM
LONG TERM FINANCIAL PLANNING

BUDGET

All figures to be exclusive of GST.

INCOME RECEIVED FOR THE PROJECT

Source of Income Received	LGSRF (ex GST) \$	In-Kind \$
Department of Local Government	125,000	
Total Income	125,000	

PROPOSED EXPENDITURE FOR THE PROJECT

Item	LGSRF Expenditure (ex GST) \$	LG Cash (ex GST)	In-kind (ex GST)	Total (ex GST)
Consultancy services for the development of individual Long Term Financial Plans (as described in the Guidelines at Attachment A) for each member of the Group. <ul style="list-style-type: none"> • Shire of York • Shire of Cunderdin • Shire of Tammin • Shire of Beverley • Shire of Quairading 	125,000			125,000
Officer Time each Council \$3,000			15,000	15,000
Refreshments and consumables		2,500		2,500
Total	125,000	2,500	15,000	142,500

Name of Organisation:	Shire of York	Date:	10/06/2011
Name of Officer:	Raymond Patrick Hooper	Signature:	

Approved by the Department

Name of Officer:		Signature and Date:	
------------------	--	---------------------	--



LOCAL GOVERNMENT REFORM PROGRAM
LONG TERM FINANCIAL PLANNING CAPACITY BUILDING

APPLICATION FORM

1. ORGANISATION DETAILS

Name of Local Government / Group: Shire of York on behalf of SEARTG	
Date of Establishment: appox August 2010	ABN: 553 156 762 47
Postal Address: PO Box 22, York, WA, 6302	
Contact Person: Raymond Patrick Hooper	
Position Title: Chief Executive Officer	
Telephone: 0896412233	Fax: 0896412202
E-mail: records@york.wa.gov.au	

2. GENERAL PROJECT INFORMATION

Funding will be provided for long term financial planning improvement as specified within the Long Term Financial Planning Funding Guidelines.

Estimated Start Date:	1 July 2011
Estimated Completion Date:	30 June 2012 <i>(Projects should be completed within 12 months of funding being received)</i>

3. ELIGIBILITY CRITERIA FOR FUNDING

The project must develop positive financial planning outcomes in eligible local governments and local government groups as specified in the Funding Guidelines.

Please "tick" the relevant box. The project involves outcomes in:

- Regional Transition Group
- Regional Collaborative Group
- Amalgamating Group
- Individual Local Government (seeking to reform without a group). Complete 3.1

3.1 Where funding is sought for individual local governments seeking to reform but not part of a reform group:

Guide: Describe the positive social, economic and/or environmental, sustainability outcomes the local government is seeking to achieve through this program.

To enhance financial sustainability through the development of a 10 year Long Term Financial Plan that links to the local government's Strategic Community Plan and Corporate Business Plan.

Other outcomes (optional)

(If more space is required, please add on a separate page)

4. ADDITIONAL FUNDING

What additional sources of funding will be used to support the proposed program?

Guide: List all additional sources of funding (e.g. contribution by Shire of ...).

Additional Source	Amount \$
Inkind Staff and Facilities support \$3,000 per member council	15,000
Cash for refreshments and consumables \$500 per member council	2,500

(If more space is required, please add on a separate page)

5. FINANCIAL ARRANGEMENTS

Who will manage and deliver the priority(ies) / project(s)?

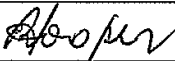
Priority / Project	Officer Responsible	Position Title	Contact Details
Develop individual long term financial plans for the Shire of York, Beverley, Quairading, Cunderdin and Tammin	Consultant	tba	tba
Co-ordinate individual long term financial plans into the Business Plan, Asset Management Plan and Community Strategic Plan for the individual Councils and the proposed amalgamation grouping	Consultant	tba	tba

6. DECLARATION

I declare that I am authorised to supply this information on behalf of the local government or group of local governments identified in section one (1) above.

I declare that the information I have given on this form is complete and correct and that the local government or group of local governments that I represent supports local government reform project(s). If any change to this information occurs I will promptly inform the Department of Local Government (the Department).

Below are my details and signature, acknowledging the above:

Name:	Raymond Patrick Hooper
Position Title:	Chief Executive Officer
Organisation:	Shire of York
Signature:	

Forward completed Application Form to:

grants.administration@dlg.wa.gov.au

or

Grants Administration Branch
Department of Local Government
GPO Box R1250, Perth WA 6001

