



**Department of Transport,
Planning and Local Infrastructure**

YARRA RANGES SHIRE COUNCIL
DOCUMENT & INFORMATION MANAGEMENT

06 NOV 2014

DATE RECEIVED With Compliments

Iti Brownyn

Enclosed is Council's copy of the executed
funding agreement for the Belgrave
multipurpose Health Hub. We look
forward to working with you as the
project develops further. Regards Deansi

1 Spring Street
Melbourne Victoria 3000 Australia
Telephone: 03 9208 3333
www.dtpli.vic.gov.au



HEADER AGREEMENT - ACTIVITY SCHEDULE

Re: Belgrave Multi Purpose Health Hub

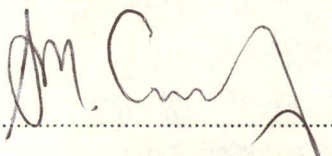
Schedule no: 76250

Agreement to deliver Activities as set out in this Activity Schedule

- > YARRA RANGES SHIRE COUNCIL has a Header Agreement for grant funded Activity with the Department of Transport, Planning and Local Infrastructure (DTPLI).
 - (a) The Header Agreement sets out terms and conditions that apply to any grant funded Activity from the Department. These terms and conditions are available online at the Municipal Association of Victoria and DTPLI websites.
 - (b) The terms 'You' and 'Yours' in this Activity Schedule and in the Header Agreement refer to YARRA RANGES SHIRE COUNCIL and are used as required. The terms 'the Department', 'Us', 'We', or 'Our' refer to the Department of Transport, Planning and Local Infrastructure and are used as required.
- > In signing below, You are agreeing to add this Activity Schedule to Your existing agreement with the Department, and to use Funds provided by the Department in a way that meets requirements set out in:
 - (a) Your Header Agreement with the Department
 - (b) This Activity Schedule and any attachments that are named herein.
- > If there is a conflict or inconsistency between the terms and conditions of Your Header Agreement with the Department and this Activity Schedule, then the Activity Schedule has precedence, to the extent of the conflict or inconsistency.
- > This Activity Schedule can be varied only with the written consent of both parties, except when the Department may increase payments for the purpose of indexation.

EXECUTED for and on behalf of the STATE OF VICTORIA represented by and acting through the Department of Transport, Planning and Local Infrastructure , ABN 17 441 396 042 , by:

Name and position of authorised representative

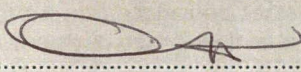
Sign here:  Date: 30-10-2014

EXECUTED for and on behalf of YARRA RANGES SHIRE COUNCIL, ABN 21 973 226 012, by the following authorised delegates of YARRA RANGES SHIRE COUNCIL

Complete this section including your name and position details

Name and position of authorised representative

GLEN PATTERSON
CHIEF EXECUTIVE OFFICER

Sign here:  Date: 29-10-2014

Item 1: Activity details

(read with 'Terms and Conditions', clause *About the Funded Activities*)

What the Funding is for

- > To undertake detailed design and construction of the Belgrave Multi-Purpose Health Hub. This facility will provide a one stop shop for whole of life services for local and surrounding communities. Services include: community health, emergency relief, early years, youth services and aged care services.

Why the Department is Funding this Activity

- > The Community Infrastructure Fund is a key initiative of Plan Melbourne, the government Metropolitan Planning Strategy. Through delivering liveable communities and neighbourhoods, the program will help drive the vision for Melbourne as a global city of opportunity and choice. The objective of this funding round is to:
 - Integrate community infrastructure solutions that addresses public, private and community sector community infrastructure priorities;
 - Plan and deliver innovative models of integrated community infrastructure and/or place making infrastructure in areas experiencing significant growth; and
 - Leverage investment across public, private and community sectors.

Activity start date and end date

- > The Activity described in this Schedule starts on 31/10/2014 and ends on 24/11/2018

The people/groups who are intended to benefit most from this Activity are:

- > The general community

This Activity is intended to benefit people or groups living in the following places:

- > Yarra Ranges Shire Council, Knox City Council, City of Casey and Cardinia Shire Council

Item 2: Funding

(read with 'Terms and Conditions', clause *About the Funding*)

Funding

- > The funding for this Activity comes from Community Infrastructure Fund 2013-2015.
- > The funding for the Activity is \$1,000,000.00. This amount is excluding GST.

Payment of funding

- > The Funding will be paid as outlined in the Activity Deliverables and Payments Table and within thirty (30) Business Days of the Organisation providing accepted evidence that demonstrates that the Organisation has completed agreed actions.

Adjustments to the amount of Funding

- > The Organisation shall advise the Department if the Activity is completed for less than the original total project budget. In such an event the Funding shall be reduced on a pro rata basis and such reduction in the Funding shall be deducted from the final grant payment or may be otherwise recovered from the Organisation.

Repayment of Funding

- > If the Organisation fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 10 Business Days of receiving a notice in writing from the Department to do so, the Department will be entitled to terminate this Agreement and may recover from the Organisation any part of the Funding which:

- a) has not been legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required) by the date the notice of termination is given; or
- b) has not, in the Department's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement

Auspice

- > If the Organisation is auspicings this grant for a third party, the Organisation agrees that it is responsible for making sure that the terms and conditions of this Agreement are complied with by the Organisation and by the third party the Organisation is auspicings this grant for.

Item 3: Activity deliverables and payments

(read with 'Terms and conditions', clause *About the Funded Activities, About the Funding and Your/Council Contributions and Other Contributions to this Activity*)

Activity Deliverables and Payments Table			
Deliverable or milestone	Demonstrating the deliverable is complete	Due date	Payment amount (excluding GST)
Finalise the Funding Agreement	Activity Schedule signed and received by the Department	31/10/2014	\$600,000.00
Finalise building plans Confirm stakeholder engagement	Finalise Project Management Governance Framework and Terms of Reference. Evidence of the planning permit application. Copies of DTPLI approved schematic building plans together with how the project is addressing: - Environmentally Sustainable Design - Universal Design Principles	27/03/2015	
Appoint consultant Confirm that the project is ready to proceed	Evidence of consultant appointment together with a copy of the Final Consultants Brief. Written confirmation that construction is ready to proceed within 30 days together with: - Confirmation of all funding sources - Final Project Plan outlining activities and timelines - Copies of necessary permits - Confirmation of tender and appointment of contractors - Evidence of the development of a Facility Plan	18/03/2016	\$300,000.00
Deliver Progress Report against the project plan	Report progress to date and project photographs	07/04/2017	
Complete the project outlined in the agreement. Open facility for use.	Submission of a Final Report with financial acquittal for all project income and expenditure accepted by the department together with: - Building compliance or occupancy certificate - Photographs of the completed facility - Invitation to DTPLI to inspect the facility - Media coverage material	24/11/2017	\$100,000.00
Complete Outcomes Report.	Provide an outcomes report in a format designated by the department.	24/11/2018	

Inclusion of Application

- > The Organisation's application and any additional information that is requested by the Department prior to this Schedule being executed is part of this Agreement. The Activity delivered must be consistent with those documents. If there is a conflict or inconsistency between the Organisation's application and the Organisation's Agreement then the Agreement has precedence, to the extent of the conflict or inconsistency.

Completion requirements

- > The Organisation must complete the Activity as agreed, meeting all actions and providing evidence as required in the Activity Deliverables and Payments Table.

Project plan requirement

- > A project plan, project management plan or other similar plan must be provided to the Department as soon as possible, and not later than thirty (30) Business Days after the start date of the Activity. This plan must:
 - (a) detail how the Activity will be delivered
 - (b) include timeframes for action
 - (c) be endorsed by the DepartmentReports must report on progress against the project plan.

Item 4: Budget

(read with 'Terms and conditions', clause *About the Funding and Your/Council Contributions and Other Contributions to this Activity*)

Activity forecast budget

- > The budget forecast for the Activity is outlined in the Budget forecast table.

Contributions

- > Other Contributions means:
 - (a) \$250,000 to be provided by Inspiro
 - (b) \$1,812,630 in-kind contribution to be provided by Inspiro
- > The Organisation's Contributions means \$7,417,000.
- > In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation must immediately notify the Department.
In the event that the Contribution or any other Contribution is withdrawn or is not paid or supplied when due, the Organisation acknowledges:
 - (a) that the Department shall not be liable to pay any amount in excess of the Funds to cover any resulting funding shortfall; and
 - (b) that the Department shall be entitled to elect to revoke its grant of the Funds or, if any part of the Funds has already been paid to the Organisation, to cease any further payment of Funds to the Organisation.

Flexibility with budget expenditure

- > Up to ten (10) per cent of the total budget can be transferred between expenditure items without the Department's approval. Approval is required for higher amounts.

Budget forecast table

Activity income	\$ (excluding GST)
Funds from the Department	\$1,000,000.00
Contributions (Your organisation)	\$7,417,000.00
Other Income	\$250,000.00
In Kind Contributions	\$1,812,630.00
Total income	\$10,479,630.00
Activity expenditure	\$ (excluding GST)
Consultancy Fees	\$891,200.00
In Kind Expenses	\$1,750,000.00
Other Expenses	\$349,000.00
Buildings	\$7,426,430.00
Project Management	\$63,000.00
Total expenditure	\$10,479,630.00

Item 5: Reporting requirements

(read with 'Terms and conditions', clauses on *Reporting* and on *Assets*)

Progress reports

- > Progress reports must be completed using the appropriate Department template. This report must be signed by an authorised delegate from the Organisation.

Final or yearly report

- > The final or yearly report must be completed using the Department's template. It includes a financial acquittal report. This report must be signed by an authorised delegate from the Organisation.

Outcomes report

- > Twelve (12) months after the completion of this Activity, the Organisation must provide a report and/or data on outcomes, using the Department's template.

Additional reporting

- > The Organisation might be asked to provide the following additional financial reports:
 - (a) An additional financial statement for activities (income and expenditure report)
 - (b) A brief explanation on any issues relating to that financial statement
 - (c) Organisation certification of additional financial reports

Item 6: Activity specific requirements

Acknowledgement (read with 'Terms and conditions' clauses on *Reporting* and on *Assets*)

- > The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at www.dtpli.vic.gov.au/manage-my-grant
- > The Department reserves the right to publicise and report on awarding the Funding to the Organisation.
- > The Organisation will acknowledge any financial or other support by the Commonwealth Government according to the Commonwealth Government funding acknowledgement guidelines as amended from time to time.
- > The Organisation will acknowledge any financial or other support by partner organisations in a manner as specified in the attachments as amended from time to time.

Activity governance

- > A steering committee, working party or other similar group will be established to manage the Activity. Membership must reflect the communities that will benefit from the Activity.
- > The Organisation must notify the Department of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event.
- > The Department agrees to assist the Organisation to meet its objectives and to comply with the conditions of this Agreement by:
 - (a) responding to and providing comments on reports, papers, proposals, projects and outcomes
 - (b) providing support and advice to the Organisation's Representative on issues relating to the Activity
 - (c) nominating the Department's representative

Intellectual property

- > The Organisation grants a licence, and the Department accepts the licence over the Activity Intellectual Property and Background Intellectual Property or any Intellectual Property of a third party, to the extent the licence is needed to allow the Department to use relevant samples or images of the work in its publicity and marketing activities, reports and other not-for-profit government uses.

- > The License does not include intellectual property which is based on, or related to, Indigenous cultural knowledge.

Tendering and contracting

- > The designs must be endorsed by the Department prior to appointment of any consultant or contractor.
- > Briefs or tender documents for this Activity must be endorsed by the Department prior to the appointment of any consultant or contractor.

Specific Policies, Standards & Guidelines

- > The Organisation agrees to report to the Department any breaches, of standards, guidelines, policies and procedures in carrying out this Activity of which the Organisation becomes aware.
- > The Department has a policy titled 'Disability Action Plan 2009-2011' (Disability Policy). A copy of this Disability Policy may be obtained from the Department.
 - (a) The Service Provider/Funding Recipient must comply with the Disability Policy and the Disability Act 2006 (Vic) and the Equal Opportunity Act 1995 (Vic).
 - (b) In providing the Services/delivering the project, the Service Provider/Funding Recipient should have regard to and, to the extent that it is possible to do so given the nature of the Services/project implement policies and processes designed to achieve the objectives of the Disability Policy which are (without limitation):
 - i. reducing barriers to persons with a disability accessing goods, services, programs, information and facilities to ensure equal access to everyone
 - ii. reducing barriers to persons with a disability obtaining and maintaining employment and eliminating discrimination against people with a disability in the workplace
 - iii. promoting inclusion and participation in the community of persons with a disability and achieving changes in negative attitudes towards persons with a disability
 - iv. achieving tangible changes in attitudes and practices which discriminate against persons with a disability
 - (c) If requested by the Department the Service Provider/Funding Recipient must prepare a disability action plan in accordance with the Disability Act 2006 (Vic).

Infrastructure Capital Activities

- > If either party is unable to perform its obligations due to an event that is beyond its reasonable control, the obligation will be suspended while the event continues.
- > Funding of an Activity does not constitute a permit from the Department or from Local Government Authorities. The Organisation is responsible for obtaining all necessary permits required in relation to the Activity including but not limited to the following:
 - (a) Any planning permits that are required
 - (b) Any building permits that are required
 - (c) Any heritage approvals that are required
- > The Organisation must ensure that the property is continuously used for approved purposes. The approved purposes for this property are as described under Activity Details in Item 1. The Organisation must gain any consents, approvals or permits that are required to use the property for this approved purpose.
- > The Organisation agrees to ensure that property or buildings, on or under a property, whether they exist now or are built in the future, that are acquired with Department Funds (in part or in full) will comply with:
 - (a) The Building Code of Australia
 - (b) All relevant Australian Standards
 - (c) All Occupational Health and Safety laws and regulations
 The Organisation agrees to:
 - (d) Carry out works or repairs that are needed to make sure that the Organisation complies with these laws and regulations
 - (e) Keep the property in good condition, and maintain it to the standards required to use the building for the approved purpose
 - (f) Make on-time payments for any rates and taxes for the property

- (g) Make other payments associated with the property that the Organisation, as the owner of the property, is liable for

Insurance

- > In addition to its requirements under clause 20.1, the Organisation will have and maintain insurance against fire damage.
- > Insurance obtained under clause 20.1 must be for the full insurable value to replace and re-instate the property and works on the property.
- > The Organisation must maintain workers compensation insurance as required by law where the Organisation carries out activities under this Agreement.

Key Contacts for this Activity

(read with 'Terms and conditions', clause on *Notice*)

Our contact is

Yvonne Caddick
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03 8392 6408

Your contact is

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03 9294 6155