

SCHEDULE 1 PARTICULARS

A. Programme, Project, Purpose, Activity and Funding and Payment (Recital A, clauses 1.1.1 and 2.1.1)

A.1. Programme

The Commonwealth is undertaking the National Stronger Regions Fund programme to promote economic development in Australia's regions.

A.2. Project

The project to be undertaken by the Recipient is the Rutherglen Economic Revitalisation Project, which includes upgrading of Rutherglen Town Centre Main Street, remodelling works at Lake King and surrounds and upgrading the Hopetoun Road Precinct in Rutherglen, Victoria, 3685. The Project will include the Activity that the Programme will fund, defined in more detail in item A.5 of the Schedule.

The Project Completion Date is **30 June-2019**

A.3. Purpose

The Purpose for which the completed Project is required to be used to:

Support the Rutherglen economy and the broader region by developing, extending and enhancing various disconnected business and tourism related infrastructure by increasing tourism, investment, jobs growth and economic development opportunities.

A.4. Operational Period

The Operational Period commences on the date the Commonwealth accepts the Project Completion Report, to the Commonwealth's satisfaction. The duration of the Operational Period is dependent on the amount of Funding provided by the Commonwealth under this Agreement. The thresholds are set out in the table below:

Amount of Funding	Duration of Operational Period
\$250,001 to \$1,000,000	Three (3) years

During the Operational Period, the Recipient must, if requested by the Commonwealth to do so, promptly provide evidence satisfactory to the Commonwealth that the Project is Operational.

A.5. Activity

The Activity to be undertaken by the Recipient is the Rutherglen Economic Revitalisation Project, which includes:

Rutherglen Town Centre Main Street works

- construction of concrete kerb and channel blister extensions, as well as a coloured concrete footpath pedestrian pavement area including the disability crossing surface to Main Street/High Street intersection and strategic crossing points on Main Street;
- construction of a concrete footpath from the Bowling Green Lane and Main Street intersection to Drummond Street of at least 220 metres long and 1.5 metres wide;
- construction of a concrete shared path in Bowling Green Lane between Murray Street and Reid Street of at least 190 metres long and 2 metres wide;

- purchase and installation of Main Street amenity and street furniture including metal bollard and railing at Main Street and High Street intersection and at mid intersection road blister extensions;
- construction of at least eight bus and long-vehicle parking spaces in Douglas Street, Drummond Street and Murray Street;
- installation of at least two sets of bike racks and at least four sets of bench seating at strategic locations on Main Street; and
- landscaping works in Main Street, Bowling Green Lane, Murray Street and High Street.

Remodelling works at Lake King and Surrounds

- lowering the water level and realignment of the dam wall by demolishing sections of the existing wall and reconstructing the new surface for pedestrian access;
- construction of new or refurbishment of existing viewing platform;
- construction of at least 1.5 metres wide gravel surface footpaths around the perimeter of the lake;
- construction of a concrete footpath on Murray Street between Lake King and adjacent sporting facilities and the town centre at least 105 metres long and 1.5 metres wide;
- construction of compacted gravel footpaths connecting the sporting facilities and Lake King at least 230 metres long and 1.5 metres wide;
- re-establishment of beach, including the construction of surface realignment and the installation of washed beach sand; and
- enhanced landscaping.

Hopetoun Road Precinct works

- the installation of at least 4 timber bench seats and a bike rack.
- the construction of a bitumen sealed access road and at least seven carpark spaces around the Rutherglen Wine Bottle;
- construction of a concrete or similar shared path along Hopetoun Road from Murray Valley Highway to the existing path in High Street at least 1100 metres long and 2 metres wide;
- the installation of directional signage to connect to the existing foot path and shared path network between the Rutherglen Wine Bottle area via Culbertson and Campbell Streets, as well as with Drummond Street at western end of town via Reid Street;
- construction of a concrete or similar shared path link to the Rail Trail at least 140 metres long and 2 metres wide;
- resurfacing the existing gravel road from Murray Valley Highway to the Rutherglen Wine Bottle, with the construction of a bitumen sealed standard road at least 530 metres long and 6.2 metres wide; and
- landscaping works.

The Activity Period commences on the Date of this Agreement and ends on the Activity Completion Date which is **30 June 2019**

A.6. Reserved

A.7. Funding and Payment

(clauses 1.1.1, 3.1, 6)

The total Funding for the Activity is **\$900,000** GST exclusive. The Funding will be paid as follows:

1. The first payment of Funding specified in the table at Annexure A will not be made until:
 - a) this Agreement has been executed by all Parties and all Milestones specified in the table at Annexure A that relate to the first payment have been achieved to the Commonwealth's satisfaction; and
 - b) all Reports identified in item D of the Schedule as being due on or before the due date for the first payment have been received and accepted by the Commonwealth; and
2. The second and each subsequent payment specified in the table at Annexure A will not be made until:
 - a) all Milestones specified in the table at Annexure A that relate to the relevant payment have been achieved to the Commonwealth's satisfaction;
 - b) all Reports identified in item D of this Schedule as being due on or before the due date for the relevant payment have been received and accepted by the Commonwealth; and
 - c) the Recipient has provided the Commonwealth with evidence that all previously paid Funds have been expended or committed.

Invoicing

The Commonwealth must receive a properly rendered invoice or, if required a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment and;

The Recipient must provide the Commonwealth with evidence that all previous paid Funding has been expended or committed.

B. Budget

(clause 6.2)

The Budget for the Activity, identifying the Funding and Other Contributions, is at Annexure B.

The percentage of the Budget (Total Cost) below which Funding may be transferred between Cost items without the Commonwealth's approval is 10%.

The percentage of the Budget (Total Cost) which must not be exceeded in total transfers between expenditure items per Financial Year is 20%.

C. Other Contributions

(clause 7)

C.1. Other Contributions

Other Contributions are specified at the table titled "Other Contributions" in Annexure B. Any financial or in-kind assistance that the Recipient has received from the Commonwealth of Australia or a State, Territory or local government and which the Recipient intends to, or is required to, use to perform the Activity must be identified in Other Contributions.

D. Reporting

(clauses 1.1.1, 2.6)

D.1. Progress Reports, Activity Completion Report and Project Completion Report

D.1.1 The Recipient must give the Commonwealth the Progress Reports, the Activity Completion Report and Project Completion Report by the times specified in the Table of Milestones, Reports and Payments relating to the Activity at Annexure A.

D.1.2 Each Progress Report must contain:

- a. details of progress and performance against the Activity, and the Project (to the extent that it is directly related to the relevant part of the Activity which is being covered by that Progress Report) and evidence of completion of the Milestones listed in Annexure A of the Schedule that are due for completion (including but not limited to photographs to demonstrate completion of Milestones) during the period between the Recipient's previous Progress Report and the due date of this Progress Report (or in the case of the first Progress Report, the period between the Date of this Agreement and the due date of the first Progress Report);
- b. details of mitigating circumstances and remedial action undertaken in the event a Milestone is not met or completed in the manner and/or by the time specified;
- c. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project;
- d. evidence that the Recipient has obtained and/or utilised in-kind Other Contributions specified in the table at Annexure B;
- e. a statement of receipts (which separately identifies any interest earned on the Funding) and expenditure to date in respect of the Funding; and
- f. a statement of receipts and expenditure to date in respect of Other Contributions (excluding in-kind).

D.1.3 The Activity Completion Report must contain:

- a. evidence that the Activity and the Milestones have been completed;
- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Activity;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the current Assets register described in item E.1.2 of this Schedule and a copy of the Real Property register described in item E.2.4 of this Schedule;
- e. evidence that the Recipient has obtained in-kind Other Contributions for the Activity specified in the table at Annexure B;
- f. an up to date Audited Financial Report in respect of the Activity; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity, not already included in the Progress Report/s.
- h. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.

D.1.4 The Project Completion Report must contain:

- a. evidence that the Project has been completed;

- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Project;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.
- e. evidence that the Recipient obtained in-kind contributions specified in the table at Annexure B;
- f. an Audited Financial Report; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project, not already included in the Progress Report/s.

In addition, the Project Completion Report must also:

- h. describe the Recipient's activities during the Term;
- i. discuss in detail the conduct, benefits and outcomes of the Activity as a whole and the Activity's results and findings; and
- j. Reserved.

The Recipient must also include in the Project Completion Report a discussion of any other matters relating to the performance of the Project and Activity, which the Commonwealth notifies the Recipient is required to be included in the Project Completion Report. Any such requirement will be notified to the Recipient at least 20 Business Days before the Project Completion Report is due.

D.1.5. Unless otherwise agreed by the Commonwealth in writing, all Reports must be:

- a. supplied in hard copy or electronic form;
- b. supplied in a format that is acceptable to the Commonwealth; and
- c. signed by the Recipient's Chief Executive Officer, Chief Financial Officer or other person authorised by the Recipient to execute documents and legally bind the Recipient by their execution.

D.2. Audit and certification

D.2.1. The Activity Completion Report and Project Completion Report must be accompanied by a copy of a letter to the Recipient from the Approved Auditor, or a report from the Approved Auditor, that includes:

- a. separate audited statements of receipts and expenditure in respect of the Funding and Other Contributions (excluding in-kind), which must:
 - i. comply with all relevant Australian Accounting Standards
 - ii. separately identify any interest earned on the Funding
 - iii. include a definitive statement made by an Approved Auditor as to whether:
 - 1. the statements of receipts and expenditure are fair and true
 - 2. Funding and Other Contributions (excluding in-kind) were held and expended in accordance with this Agreement

- b. a certificate, signed by the Recipient's Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution, that:
 - i. all Funding and Other Contributions (excluding in-kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with this Agreement
 - ii. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations.

D.3. Other Reports

Throughout the Term, the Commonwealth may require the Recipient to provide ad-hoc Reports concerning:

- a. any significant developments concerning the Activity;
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement;
- c. the outcomes and outputs of the project as listed in the application.

The Recipient must provide any such ad-hoc Reports within the timeframe notified by the Commonwealth.

E. Assets and Real Property

(clauses 1.1.1 and 9)

E.1. Assets

E.1.1. For the purposes of Clause 9, the Recipient may create, acquire or upgrade the following Assets: None Specified

E.1.2. The Recipient must for the Term of this Agreement maintain an Asset Register in the following form and containing the following information:

- a. Asset description;
- b. acquisition, upgrade or creation price or total lease cost;
- c. date of acquisition, creation, upgrade or lease;
- d. if leased, type and term of lease;
- e. location of Asset;
- f. date of Disposal;
- g. disposal method; and
- h. if the Asset was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.

E.1.3. The Recipient must use the Assets created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

E.2. Real Property

E.2.1. The Real Property includes the Economic Revitalisation Project, Rutherglen.

- E.2.2 The Capital Works includes construction, purchase and installation of the Real Property at the Works Location.
- E.2.3 The Works Locations includes Main Street, Hopetoun Road and Murray Street in Rutherglen, Victoria, 3685.
- E.2.4. The Recipient must for the Term of this Agreement maintain a Real Property Register in the following form and containing the following information:
- a. Real Property description;
 - b. acquisition, upgrade or creation price or total lease cost;
 - c. date of acquisition, creation, upgrade or lease;
 - d. if leased, type and term of lease;
 - e. location of Real Property;
 - f. date of Disposal;
 - g. disposal method; and
 - h. if the Real Property was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.
- E.2.5. The Recipient must use the Real Property created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

F. Insurance
(clause 21.5)

The Recipient must maintain:

- a. workers compensation insurance as required by law where the Recipient carries out activities under this Agreement;
- b. public liability insurance to the value of at least \$10 million for each and every claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be; and
- c. insurance against any loss or damage to an Asset or Real Property for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants.

G. Reserved

H. Acknowledgement and publicity
(clause 14)

- H.1.1 The Recipient must erect and maintain signage in relation to the Project in accordance with the Signage Guidelines (as advised by the Commonwealth). The signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding as required under Clause 14 of this Agreement. Signage must remain in place during the Operational Period for the Project as specified in Item A.4. Signage for the Activity may be paid from the Budget. Signage for any other part of the Project must be at the Recipient's own cost.

- H.1.2 If a Federal, State or Local Government election is announced, the Recipient must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a period not less than 48 hours before the commencement of polling at that polling place until the polls close.
- H.1.3 The Recipient must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity.
- H.1.4 The Recipient must not use the Commonwealth's logo without the Commonwealth's approval. If the Commonwealth provides approval for the Recipient's use of the Commonwealth's logo, the Recipient must use it in accordance with the Commonwealth's Print Style Guidelines (as advised by the Commonwealth).
- H.1.5 All the Recipient's publicity, announcements and media releases relating to the Activity must be cleared through the Commonwealth's contact officer specified at item L of the Schedule with at least 10 Business Days' notice, before release.
- H.1.6 The Commonwealth reserves the right to publicise and report on the provision of Funding to the Recipient, including progress on completing the Activity and the Project. The Commonwealth may do this by including the information specified in clause 14.2 in media releases, general announcements about the Funding and in annual reports and in electronic media.
- H.1.7 The Recipient must conduct an official opening of the completed Activity and Project unless otherwise agreed by the Commonwealth.
- H.1.8 The Recipient must provide to the Commonwealth with at least 3 options for dates for the official opening, or any other milestone events that the Recipient chooses to conduct (e.g. stage completion), for the Activity and the Project. These dates must be provided at least 56 days prior to the first proposed date for each event to be conducted.
- H.1.9 The date of official openings or other official public function for the completed Activity and Project must be agreed by the Commonwealth.
- H.1.10 The Recipient must invite the Commonwealth's representative to officiate at any official opening or other official public function relating to the Activity or the Project.
- H.1.11 The Commonwealth Minister's prior agreement must be sought, to invite any other Commonwealth or State elected official or other officials to attending either 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 the Project.
- H.1.12 The Recipient must coordinate requests for the Commonwealth's agreement to the date of official openings and requests for Commonwealth representation at official openings or other official functions relating to the Activity or the Project through the Commonwealth's contact officer specified at item L of the Schedule.

I. Reserved

**J. Compliance with laws and policies
(clause 21.13)**

The Recipient must comply with the following laws and policies in carrying out the Activity:

- *Crimes Act 1914;*
- *Criminal Code of Conduct 1995;*
- *Disability Discrimination Act 1992;*
- *Workplace Gender Equality Act 2012;*
- *Fair Work Act 2009;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984;*
- *Work Health and Safety Act 2011.*

For the purposes of clause 21.13, the following policies are identified:

National Stronger Regions Fund - Guidelines

**K. Statutory Approvals
(clause 2A.2)**

For the purposes of clause 2A.2, the Recipient must obtain statutory approvals for the Project.

**L. Notices
(clause 18.1)**

The Commonwealth's details for notices are as follows:

Name: General Manager
Regional Programmes Branch

Address: Department of Infrastructure and Regional Development
GPO Box 594
CANBERRA ACT 2601

Email: NSRF@infrastructure.gov.au

The Recipient's details for notices are as follows:

Name: Mr Gerry Smith

Position: Chief Executive Officer
Indigo Shire Council

Address: PO Box 28
Beechworth, Victoria, 3747

Telephone: (03) 5728 8000

E-mail: gerry.smith@indigoshire.vic.gov.au

**M. Applicable Law
(clause 21.14)**

The Laws of the Australian Capital Territory apply to this Agreement.

**N. Confidential Information
(clause 13)**

Commonwealth's Confidential Information

Agreement Provisions/Schedules/Attachments

None Specified

Agreement related material

None Specified

Recipient's Confidential Information

Agreement Provisions/Schedules/Attachments

None Specified

Agreement related material

None Specified

ANNEXURE A

Table of Milestones, Reports and Funding payments relating to the Activity

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report 1	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • statutory approvals from Vic Roads for Rutherglen Town Centre Main Street works has been obtained; • final designs for Rutherglen Town Centre Main Street and Hopetoun Road Precinct works have been completed; • final costs for Hopetoun Road Precinct works have been completed; and • 10 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. 	30 June 2016	\$90,000	30 July 2016	13 August 2016
Progress Report 2	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • final costs for Rutherglen Town Centre Main Street works have been completed. 	31 November 2016	Nil	4 January 2017	N/A
Progress Report 3	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> • 20 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. 	30 June 2017	\$90,000	31 July 2017	15 August 2017

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report 4	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> 35 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. 	31 August 2017	\$135,000	30 September 2017	15 October 2017
Progress Report 5	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> 50 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. <ul style="list-style-type: none"> statutory approvals from Victorian Government Department of Environment Land Water and Planning for Remodelling works at Lake King and Surrounds have been obtained; final designs for Remodelling works at Lake King and Surrounds has been completed; final costs for Remodelling works at Lake King and Surrounds have been completed; 	30 June 2018	\$135,000	31 July 2018	15 August 2018

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report 6	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> 75 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. 	31 January 2019	\$225,000	28 February 2019	15 March 2019
Progress Report 7	<p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> an Event Invitation has been submitted to the Department as required at Item H of the Schedule; and 90 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar 	30 April 2019	\$135,000	31 May 2019	1 July 2019
Project Completion Report	<p>Evidence acceptable to the Commonwealth that the following has been achieved:</p> <ul style="list-style-type: none"> the Activity, at Item A.5 of the Schedule, is complete; the Project, at Item A.2 of the Schedule, is complete; all approvals required to enable public access and use of the facility have been met; and the Project is fully Operational. 	30 June 2019	\$90,000	30 September 2019	14 October 2019

ANNEXURE B

BUDGET FOR THE EXPENDITURE OF NSRF FUNDING		
Cost item	Description	Amount (GST exclusive)
Construction	Rutherglen Economic Revitalisation Project.	\$689,000
Purchase and Installation	Rutherglen Economic Revitalisation Project.	\$211,000
	Funding (A)	\$900,000

OTHER CONTRIBUTIONS (FINANCIAL)		
Name of Contributor	Cost Item	Description of item
Victoria State Government	Construction, purchase and installation	Rutherglen Economic Revitalisation Project.
Indigo Shire Council	Construction, purchase and installation	Rutherglen Economic Revitalisation Project.
Rutherglen Recreation Reserve Committee of Management	Construction, purchase and installation	Rutherglen Economic Revitalisation Project.
Rutherglen Estates and Tuileries Rutherglen	Construction, purchase and installation	Rutherglen Economic Revitalisation Project.
		Other Contributions (Financial) (B)
		\$934,000

TOTAL COST ESTIMATE (A + B) (GST exclusive):	\$1,834,000
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OTHER CONTRIBUTIONS (IN-KIND)	
Name of Contributor	Description of Other Contribution (In-kind)
N/A	N/A